

**Contractor Bid Proposal
Exhibit A**

Case Number: 16-535

BID TOTAL\$: 20,823.00

Property Information:

217 SW 13th Avenue
Delray Beach, FL 33444

CONTRACTOR INFORMATION

Name: ROI Construction, LLC

Contact Person: Eric B. Brown

Address: 50 Biscayne Boulevard
Suite 5110
Miami, FL 33132

Voice: 813-401-3070

Cell: 813-401-3070

email: Eric@ROIConstruction.net

Owner:
Valencia Spells
217 SW 13th Avenue
Delray Beach, FL 33444
Phone: (561)265-1553

BID APPROVAL STATEMENT

The below owner signature hereby declares that the work write up has been reviewed by the applicant. Furthermore the owner understands the scope of work and the work to be performed on the owners property. The applicant understands that there will be no changes to the work write up specifications except to meet housing and or building code requirements. The owner is authorizing the City of Delray Beach to obtain bids for the work contained in the write up.

Signed: Valencia S. Spells

Date: Sept 19, 2016

The below bidder's signature hereby declares he/she has received a copy of the Neighborhood Services Division's Instructions to Bidders which includes General Conditions, Parts I and II as well as Special Conditions. By signing this proposal the bidder is asserting he/she has made a full examination of the existing condition of the location of where the scope of work on this project is to be performed. The bidder hereby also declares that in order to complete the full scope of work he/she agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and all other necessary items which are to be included in the bid amount submitted above within the following time frame:

Bidder will start permit process within ten (10) days of the date on the Notice to Proceed. The notice establishes that the work be completed within sixty (60) days from issuance of permit.

The bidder understands that the right is reserved by the property owner and the City of Delray Beach, Neighborhood Services Division to reject any and all bids."

Signed: [Signature]

Date: October 14, 2016

Exterior

Roofing

1	<u>Install Hurricane Straps/Clips</u>	75 NO	0	<u>\$ 500.00</u>
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Remove sheathing, planking to expose truss/wall connection, prepare area and install Simpson hurricane clips "HGA10" or equal with a minimum 500 lb up lift on side of truss, replace sheathing, re-nail to 2014 Florida Building Code and install secondary water barrier and cover with new felt, tin tag, and roofing material to match existing as close as possible when needed.

Note: Inspector must be called when clips are installed before opening is closed. Or the contractor will be responsible for the cost exposing clips and re-closing opening as determined by the inspector.

2	<u>Install New Roof</u>	1427 SF	0	<u>\$ 13,527.00</u>
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Remove entire sloped roof covering, Replace damaged sheathing, replace / repair damaged rafters, and related roof components, All fascia, soffit repair/replacement is included in line item cost **Contractors shall include in their bid replacing up to 48 lf of rafter/trusses top chords, and up to "5" full sheets of sheathing or 160 sq ft of exposed planking if needed Damage in excess of "5" Sheets of sheathing or 160 sq ft of planking and up to 48 lf of rafter/truss top chords shall be addressed in a change order.** Replacement sheathing shall be minimum 19/32" plywood but may be thicker to match existing sheathing. In instances where the sheathing is an exposed ceiling, replacement sheathing shall match existing and may be planks.

Contractors shall submit the installed unit cost for change order material above the covered damage as follows:

Sheet of plywood sheathing (each) above the covered 5 sheets	<u>\$ 360.00</u>
Square foot of planking above the covered 160 sq ft	<u>\$ 977.20</u>
Liner foot of rafter/trusses top chords above the covered 48 lf	<u>\$ 214.00</u>

Plywood sheathing joints shall be covered with a 4"-6" self-adhering bitumen, and plank or tongue and groove sheathing shall be covered with a double layer of ASTM 30 lb. felt paper. Secondary water barrier will be applied directly to the plywood sheathing. Contractor shall submit photos of the secondary water barrier when requesting payment for this item.

All roof sheathing/decking nailing shall be brought up to meet the 2014 Florida Building Code. Existing fasteners may be used to partially satisfy this requirement and additional nailing shall consist of the required ring shank nails.

Install two (2) layers of ASTM 30 lb. felt paper for roof with a slope of less than 4" to 1'. Then install 40 year rated quality or equal, laminated (dimensional) shingle, self-sealing, fungus resistant fiberglass shingles, to meet the 2014 Florida Building Code. Install new ridge vent per shingle manufacturer's specifications over all roof ridge, New 3"x 3" metal drip edge (see note)

below) and flashing shall be installed throughout the entire roof system. The entire new roof system shall conform to building code of the City of Delray Beach Building Department.

Note 1: Contractor shall submit an affidavit to City of Delray Beach Neighborhood Services Division to the affect that the sheathing/decking nail fastening specification described in this line item has been met.

Note 2: Contractor shall replace existing 1"x 2" build-out for the drip edge at the top of fascia. If no 1"x 2" exists at the top of the fascia, the contractor shall install all new 1"x 2" primed and painted to match existing fascia color.

Note 3: The metal drip edge shall be a minimum 3"x 3". Fastening of the drip edge shall be with nails placed into the sheathing, roof rafter, truss, or sub-fascia. **No fasteners shall penetrate into the fascia or 1x2 wood drip edge nailer.**

Note 4: This item will have a mandatory inspection with the rehabilitation inspector.

Note 5: Owner shall have choice of shingle color.

Note 6: One 36" layer of self-adhering modified underlayment shall be placed above flashing in all valleys.

Note 7: Replace deteriorated fascia and soffit. A minimum 6 feet must be maintained between joints or corners. Fill all nail holes in all affected wood, seal with caulking the seams of joints of wood where they meet the soffit and prepare for paint apply one (1) coat of acrylic primer/sealer and two (2) coats of acrylic exterior grade paint. Paint is to match existing color as close as possible. Masonry grade paint or wood grade paint, as appropriate, shall be applied. Primer and paint shall be of the same manufacturer, Sherwin Williams or equal. Replace deteriorated soffit, and venting to match existing as needed.

Side Walls

3 House Numbers

0

\$ 100.00

Provide and install house numbers, Numbers to be at least 4" tall, aluminum and painted black with a 1/2" minimum stroke. Mechanically fasten numbers to structure so that they are visible from the street.

4 Install Exterior Door

2EA

0

\$ 1,800.00

Remove the existing front and side door(s) and jamb(s), prepare sufficient door buck(s), and install a pre-hung metal clad six (6) panel door(s). The door must be Hurricane Impact Test Rated and meet or exceed 2014 Florida Building Code standards. Patch to match interior and exterior walls, install new interior wood casing and exterior wood brick mold. Prepare new door assembly for painting by washing with TSP and a light sanding then apply one (1) coat of acrylic primer/sealer and two (2) coats of acrylic semi-gloss paint to match

existing finishes.

Door installation shall include keyed entry lockset with lever handle both sides: "Schlage", Flair F51 and matching deadbolt or approved equal, deadbolt keyed one side to the lockset, peep hole, vinyl bubble weatherstripping, wind crash chain stop, and aluminum threshold.

Note 1: Door paint color choice shall be by owner in accordance with deed restrictions, homeowner's association, and building code of jurisdiction. Contractor shall comply with manufacturer recommended time intervals between coats of paint and shall deliver a smooth full paint coverage. Roller and brush marks, runs, orange peels, and other defective paint application shall not be accepted.

Note 2: Touch-up paint affected finishes resulting from the replacement of the door(s) to match existing as close as possible. Inspector shall be responsible for determining if the touch-up paint matches as close as possible.

Note 3: Contractor shall submit Impact Resistant Rated Florida Building Code product approvals, stamped by the Delray Beach Building Department, with this Project's close-out package. Door assembly shall meet current 2014 Florida Building Code product approval without using interior slide bolts.

Note 4: A landing is required according to code. In the absence of a landing, Contractor shall

5	<u>Repair Broken Impact Window</u>	1 NO	0	<u>\$ 150.00</u>
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Remove broken impact glass pane located at the kitchen window. Replace window with new missile resistant single hung window glass of the same material and thickness, with aluminum framed screen. Missile resistant window glass must meet current FBC 2014 impact standards.

Location: Window over kitchen sink

Site				
6	<u>Repair Irrigation System</u>	1 NO	0	<u>\$ 500.00</u>

Supply and install new irrigation system components for existing sprinkler system up to and including new timer, rain sensor, all piping needed and valves to return system to working order, Ensure the new components shall include plastic pop-up sprinkler heads with closed case rotor type, full and partial circle watering and vandalism resistant to prevent tampering of pattern as needed to bring system to designed working order. Include all essential plumbing modifications to existing lines.

Total for: Exterior \$ 16,577.00

Interior**1 General**

7	<u>Install Interior Door</u>	1 NO	0	\$ <u>420.00</u>
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Remove existing bedroom door, jamb, and casing. Replace door assembly with a pre hung I 3/8" hollow core door, casing, and lever - both sides - privacy lockset. Fill all nail holes and apply one (1) coat of acrylic primer/sealer and paint with two (2) coats of semi gloss acrylic enamel paint.

Location: Master bedroom

Note 1: Door paint color choice shall be by owner. Contractor shall comply with manufacturer recommended time intervals between coats of paint and shall deliver a smooth full paint coverage. Roller and brush marks, runs, orange peels, and other defective paint application shall not be accepted.

Note 2: Touch-up paint affected finishes resulting from the replacement of the door(s). to match existing as close as possible. Inspector shall be responsible for determining if the touch-up paint matches as close as possible.

8	<u>Repair Drywall</u>	325 SF	0	\$ <u>100.00</u>
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Remove damaged wall covering and dispose of properly and install insulation as needed. Patch ceiling area using similar materials and apply new acoustic finish corner to corner, and match to the average existing finish as close as possible. The contractor, may patch with drywall, tape and finish in the 3-coat process. Apply acrylic primer/sealer and paint corner-to-corner with two coats to match as close as possible.

Location: Living room ceiling where stained from leak

2 Plumbing

9	<u>Install Kitchen Sink</u>	1 NO	0	\$ <u>942.00</u>
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Install new stainless steel double bowl sink with Moen single lever faucet with sprayer if equipped. Include assembly, trap, new shut off valves, basket, and caulk seal at counter top.

10	<u>Install New Sink in Vanity</u>	1 NO	0	\$ <u>342.00</u>
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Remove existing sink and dispose of. Install new sink, water supply valves, supply lines, and escutcheons, strainer assembly, p-trap and tail assembly, and single handle washerless faucet, Moen or equal quality.

Owner to have a choice in style and color.

11	<u>Install Water Heater</u>	1 NO	0	\$ <u>1,140.00</u>
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Remove existing water heater, electrical pig tail, and water supply valves. Install a new energy efficient 40 gallon water heater, and Drain Pan with dual 250 volt, 2500 watt heating elements, water supply valves, and pressure relief valve with 3/4" copper piped to the exterior.

Sweat solder copper fittings to connect the new water heater. The electrical connection shall be hard wired and meet current code requirements.

3 Electrical

12 <u>Repair Electrical Service</u>	1NO	0	<u>\$ 1,302.00</u>
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Inspect entire electrical system from service in and repair faulty wiring. Replace all existing duplex receptacles with tamper resistant duplex receptacles, and all switches and cover plates. Install **GFCI** protection in the kitchen and bathroom(s) and exterior of home and install one (I) in each bathroom according to code.

Note: Several duplex switches have open neutrals, hot neutral reverse, and need to be repaired throughout home.

Total for Interior	<u>\$ 4,246.00</u>
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Job Total Cost:	<u>\$ 20,823.00</u>
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Form 2 QUOTE POLICY STATEMENT

1. Should a new Bidder that has never provided services for a City housing rehabilitation services project be the lowest responsive, responsible Bidder that Bidder is subject to being awarded only one pilot job. This pilot job will end upon completion and final payment for the pilot job. After which the Bidder shall be awarded no more than three jobs at one given time, as determined by the City.
2. No Bidder shall be awarded or have under construction more than three housing rehabilitation service projects at any one time. Should a Bidder be the lowest responsive, responsible Bidder on more than three in-process housing rehabilitation service projects, Bidder will be given the choice of which three housing rehabilitation services projects it wishes to provide. Any remaining housing rehabilitation service projects will be awarded to the next lowest responsive, responsible Bidder.
3. All Quotes received shall fall within a ten percent range of the City's in-house Quote estimate. The City reserves the right to award any Quote not within the ten percent range to the next lowest responsive, responsible Bidder that is within the ten percent range.
4. Should there be any large difference between any line item on the City's in-house Quote estimate and the Bidder's Quote estimate, the Bidder and the City shall meet and make necessary adjustments to ensure equitable payments.

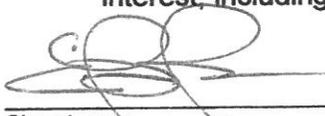
Form 3 NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of Florida}

County of Palm Beach} ss.

Eric B. Brown being first duly sworn, deposes and says that:

1. He/She is President of ROI Construction, LLC, the Contractor that has submitted the attached Quote;
2. He/She is fully informed respecting the preparation and contents of the attached Quote and of all pertinent circumstances respecting such Quote;
3. Such Quote is genuine and is not a collusive or sham Quote;
4. Neither the said Contractor or any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Contractor, firm or person to submit a collusive or sham Quote in connection with this Agreement for which the attached Quote has been submitted or to refrain from Quoting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Contractor, firm or person to fix the price or prices in the attached Quote or of any other Contractor, or to fix any overhead, profit or cost element of the Quote price or the Quote price of any other Contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Delray Beach or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Quote are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



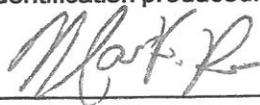
 Signature
 President

 Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of October, 2016, by Eric B. Brown who is personally known / produced identification. ✓

Type of identification produced: Fl. Driver's license



 Notary Public

Seal  Mario F. Ruiz
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG008029
 Expires 6/27/2020

Form 4 CERTIFICATION OF NON-SEGREGATED FACILITIES

Contractor certifies that Contractor does not maintain or provide for its employees any segregated facilities at any of its establishments, and that Contractor does not permit its employees to perform their services at any location, under Contractor's control where segregated facilities are maintained. Contractor certifies further that Contractor will not maintain or provide for its employees any segregated facilities at any of its establishments, and that Contractor will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

Contractor agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of its Quote. As used in the certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

Contractor agrees that, except where Contractor has obtained identical certification from proposed sub-contractors for specific time periods, Contractor will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.Code 1001.

DATE: October 17 _____, 2016 _____

Contractor Official Address:
50 Biscayne Boulevard, Suite 5110

Address

Address
Miami, FL 33132

CITY, STATE, ZIP



Signature
President

Title

Form 5 PUBLIC ENTITY CRIMES

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, Bidders are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida § Section 287.017 for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the Florida Department of Management Services, Convicted Vendor List.



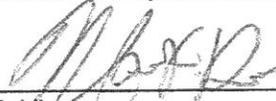
Signature
President

Title

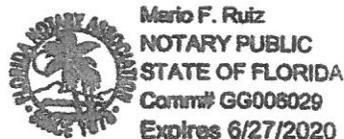
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of October
2016, by Erro B. Brown who is personally known / produced
identification. ✓

Type of identification produced: Fl Drivers License



Notary Public Seal



Form 6 DRUG-FREE WORKPLACE

If identical tie Quotes exist, preference will be given to the Contractors who submit a certification with their Quote/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE QUOTES: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Quotes which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Quotes will be followed if none of the tied Contractors have a drug-free workplace program.

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

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under Quote a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under Quote, the employee will agree by the terms of the statement and will agree by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

ROI Construction, LLC

Firm Name

Signature

Eric B. Brown

Name and Title(Print or Type)

October 17, 2016

Date

Form 7 CONFLICT OF INTEREST DISCLOSURE FORM

The award of this ITQ is subject to the provisions of Chapter 112, Florida Statutes and Palm Beach County Ordinance Section 2-443. All Bidders/Bidders/Bidders must disclose: the name of any officer, director, or agent who is also an employee or relative of an employee of the City.

Furthermore, all Bidders must disclose the name of any City employee or relative(s) of a City employee who owns, directly or indirectly, an interest in the Bidders firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this ITQ.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Select the statement below which applies to Bidder and, if applicable attach supporting information:

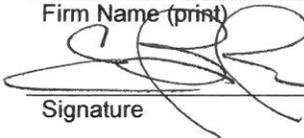
To the best of our knowledge, the undersigned firm has no potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

Acknowledged by:

ROI Construction, LLC

Firm Name (print)



October 17, 2016

Signature

Date

Eric B. Brown, President

Printed Name and Title

Disclose the name of any officer, director or agent of Bidder who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests exist enter N/A.

Form 8 SECTION 3 CLAUSE

A. The work to be performed under this Agreement is subject to the requirements of Section 3 Clause of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S. Code 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement agree to comply with HUD's requirements in Title 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the 14 CFR Part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the Contractor's commitment under this Section 3, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before this Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

Acknowledged by:

ROI Construction, LLC

Firm Name

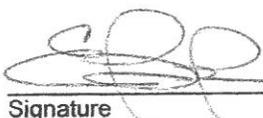
October 17, 2016

Signature / Date

Form 9 ANTI-KICKBACK AFFIDAVIT

State of Florida SS:
County of Palm Beach

I, the undersigned, herby duly sworn, depose and say that no portion of the sum herein Quote will be paid to any employees of the City, its elected officials, and the Community Improvement Department or its design consultants, as kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.



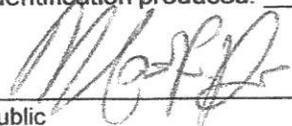
Signature
President

Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

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Type of identification produced: FL Drivers License



Notary Public

Seal



Mario F. Ruiz
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG008029
Expires 6/27/2020

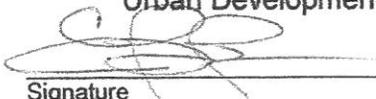
Form 10 CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared Eric B. Brown, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

- (1) Contractor is the President of ROI Construction, LLC, hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Project Name: ITQ Q2017-03 Program 16-535

- (2) Contractor is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
- (4) The General Contractor acknowledges that should the Contractor be subsequently found ineligible after award of this Agreement, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
- (5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this Agreement is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification of Eligibility of Subcontractors: as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.



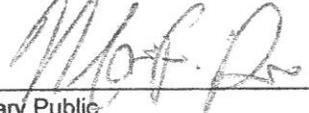
 Signature
 President

 Title

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COUNTY OF PALM BEACH

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Type of identification produced: Fl. Drivers license



 Notary Public

Seal  **Mario F. Ruiz**
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG008029
 Expires 6/27/2020

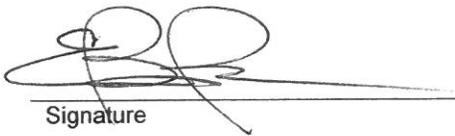
Form 11 CERTIFICATION OF ELIGIBILITY OF SUB-CONTRACTORS
(for use by Subcontractors)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

- (1) By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transition by any Federal department or agency.
Further, I, we, provide the certification set out below:
I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
- (2) Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation In this covered transaction unless authorized by the agency with which this transaction originated.
- (4) I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

ROI Construction, LLC

Firm Name



Signature

Eric B. Brown, President

Name and Title(Print or Type)

October 17, 2016

Date

Form 12 BEST MANAGEMENT PRACTICES FOR THE CONSTRUCTION INDUSTRY

- A. The general Contractor, or if none, the property owner, shall be responsible for assuring that each Contractor or subcontractor evaluates each site before construction is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For instance, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.
- B. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons, or 440 pounds, or more containing Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwater, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.
- C. Each Contractor shall familiarize him/herself with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.
- D. Upon completion of construction, all unused and waste Regulated Substances and containment systems shall be removed from the construction site by the responsible Contractor and shall be disposed of in a proper manner as prescribed bylaw.

Form 13 ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this Quote. The Bidder acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF PROPOSER'S AGENT	TITLE OF PROPOSER'S AGENT	SIGNATURE OF PROPOSER'S AGENT

SECTION 5: WRITE UP

A. COST : Complete Exhibit A

- Case 16-535, 217 SW 13th Avenue, Delray Beach, FL 33444

B. JOINT QUOTING, CO-OPERATIVE PURCHASING AGREEMENT: Will extend same price, terms, and conditions of this Quote to other Palm Beach, Martin and Broward County Governmental agencies?

Yes

No

C. QUOTE INFORMATION WAS OBTAINED FROM:

BidSync

Newspaper Ad

City Hall

City Website

Other (specify): _____

Signature Authority

Indicate below Bidder's type of organization and provide the required documentation as applicable to demonstrate that the officer of Bidder executing the Quote Submittal Signature Page is duly authorized to execute on behalf of and as the official act of Bidder.

Select	Type of Organization	Officer Who Signed Proposal Submittal Signature Page	Required Authorizing Documentation
<input type="checkbox"/>	Corporation	President, Vice President, or Chief Executive Officer	None
<input type="checkbox"/>	Corporation	Director, Manager, or other title	Corporate resolution
<input type="checkbox"/>	Limited Liability Company (LLC) – Member-Managed	Member	Articles of Organization or Operating Agreement
<input checked="" type="checkbox"/>	Limited Liability Company (LLC) – Manager-Managed	Manager	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Partnership	General Partner	Document demonstrating the legal authority to bind the Limited Partnership
<input type="checkbox"/>	Partnership	Partner	None
		CEO, Director, Manager or other title	Authorizing documentation
<input type="checkbox"/>	Individual	Individual	None

Documentation is not required.

The required authorizing documentation is included with Proposal.

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L07000025020
FILED 8:00 AM
March 06, 2007
Sec. Of State
tcline

Article I

The name of the Limited Liability Company is:

ROI CONSTRUCTION, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

405 N. REO STREET
SUITE 162
TAMPA, FL. US 33609

The mailing address of the Limited Liability Company is:

405 N. REO STREET
SUITE 162
TAMPA, FL. US 33609

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

ERIC B BROWN
3925 VERSAILLES DRIVE
TAMPA, FL. 33634

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ERIC B BROWN

Article V

The name and address of managing members/managers are:

Title: MGRM
ERIC B BROWN
3925 VERSAILLES DRIVE
TAMPA, FL. 33634 US

L07000025020
FILED 8:00 AM
March 06, 2007
Sec. Of State
tcline

Signature of member or an authorized representative of a member

Signature: ERIC B. BROWN

EXHIBIT B
INSURANCE REQUIREMENTS OF THE CITY OF DELRAY BEACH

Contractor shall not commence operations under the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Delray Beach Risk Management. Any questions regarding insurance requirements should be directed to the Risk Management Department at 561-243-7150.

- A. The successful Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The successful Contractor and/or subcontractor shall maintain the following types of insurance, with the respective limits:

1. AUTOMOBILE:

- a. Combined Single Limit: \$300,000.00 per accident; OR
Bodily Injury: \$300,000.00 per person

AND

- b. Property Damage: \$100,000.00 per accident

2. GENERAL LIABILITY: Minimum limit of \$500,000 per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate annually providing coverage for Premises and Operations, Products and Completed Operations, Fire Legal Liability, and Personal and Advertising Injury Liability. Insurance Policies must be obtained through insurance companies that are authorized to transact business in the State of Florida by the Department of Financial Services, and they must carry a minimum rating of A.M. Best of A- as to management and VII as to financial size.

- a. General Aggregate: Two Million Dollars (\$2,000,000.00);

- b. Excess Coverage: One Million Dollars (\$1,000,000.00);

- c. Products Liability: Two Million Dollars (\$2,000,000.00);

3. WORKERS' COMPENSATION: Covering all employees and providing benefits as required by Florida Statute 440

4. Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence regardless of the size of your firm. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course and scope of their employment.. Evidence of qualified self-insurance status will suffice for this subsection.

5. Motor Vehicle Liability Insurance covering all vehicles associated with Contractor operations to include all owned, non-owned and hired vehicles.
The coverage will be written on an occurrence basis with limits of liability not less than \$500,000.00 combined single limit per each occurrence.
- C. Contractor shall name the City of Delray Beach as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.
- D. Certificates of Insurance: The successful Contractor and/or subcontractor shall provide the City's Purchasing Department with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
 1. The name of the insured contractor,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,
 5. The effective date,
 6. The termination date,
 7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
 8. The Certificate Holders Box must read as follows:
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

Any other wording in the Certificate Holders Box shall not be accepted. Non-conforming insurance certificates will be returned for correction.

- E. Waiver: Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors: The successful Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Contractor shall maintain proof of same on file and made readily available upon request by the City.
- G. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Contractor and/or subcontractor providing such insurance.
- H. The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage, non-renewal or cancellation. Contractor shall furnish to the City, Certificate(s) of Insurance evidencing insurance required by the provisions set forth above, upon execution of this Agreement. If any of the above

coverages expire during the term of this Agreement, Contractor will provide a renewal certificate at least ten (10) days prior to expiration.

Mail to: City of Delray Beach, Attn. Risk Manager, 100 N.W. 1st Avenue, Delray Beach, Florida 33444 with copies to Assistant City Manager and Neighborhood Services Division 100 N.W. 1st Avenue, Delray Beach, FL 33444.

Authorized Signature:  _____ Date: 10-17-16

The City reserves the unilateral right to modify the insurance requirements set forth at anytime during the solicitation process of solicitation or Agreement period.

NOTE: Quotes that do not include this Form and copies of Bidder's current Insurance Certificates may be deemed non-responsive.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2016

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

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

PRODUCER Affinity Insurance Agency 8010 N. 56th Street Tampa FL 33617	CONTACT NAME: Connie Hill PHONE (A/C, No, Ext): (813) 989-7844 E-MAIL ADDRESS: aicinsure@tampabay.rr.com	FAX (A/C, No): (813) 989-7890
	INSURER(S) AFFORDING COVERAGE INSURER A: CATLIN SPECIALTY INSURANCE CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED ROI Construction, Inc. 50 Biscayne Blvd Suite 5110 Miami FL 33132		

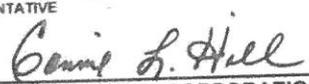
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		0900105671	08/25/2016	08/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

This document certifies that insurance policies identified above have been issued by the designated insurer to the insured named above for the period(s) indicated. The Certificate Holder is considered an Additional Insured as it relates to the General Liability policy mentioned herein (if applicable). The coverage afforded by the policies listed above is subject to terms, exclusions, limitations, endorsements, and conditions of this policy.

CERTIFICATE HOLDER City of Delray Beach 100 NW 1st Avenue Delray Beach FL 33444	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Connie L. Hill, Agent 

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