AGREEMENT

THIS AGREEMENT is dated as of the ___26__ day of ___June____, 2025, by and between the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body, corporate and politic, FLORIDA, hereinafter called the CRA, and PERSONS SERVICES CORP., an Alabama corporation, hereinafter called CONTRACTOR.

CRA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. For the project entitled:

EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED COMMERCIAL BUILDING LOCATED AT 102 NW 5TH AVENUE DELRAY BEACH, FLORIDA ITB CRA No. 2025-02

Article 2. ENTIRE AGREEMENT.

This Construction Contract, along with the Contract Documents consisting of this Agreement, Documents contained in ITB 2025-02, General and Supplementary Conditions, and modifications issued after execution of this Agreement embodies the entire agreement between CRA and CONTRACTOR and supersedes all other writings, oral agreements or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

Article 3. CONTRACT SUM.

The CRA shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the fixed price of Three Hundred Twenty-Seven Thousand and Ninety-Nine Dollars (\$327,099.00) which shall constitute the Contract Price, which shall not be modified except by Change Order or by Unit Prices, if any, as provided in the Contract Documents.

Article 4. CONTRACT TIME; LIQUIDATED DAMAGES.

- 4.1 The work shall be substantially completed by the CONTRACTOR within six (6) months from the date of the issuance of the Notice to Proceed and completed and ready for final payment. Permit closeout shall occur no later than thirty (30) days after final completion of the work.
- 4.2 Liquidated Damages. The CRA and CONTRACTOR recognize that time is of the essence of this Agreement and that the CRA will suffer financial loss if the Work is not completed within the times specified in paragraph 4.1 above, plus any extensions thereof.

They also recognize that the actual loss suffered by the CRA if the Work is not completed on time is not readily ascertainable at the time of entering this Contract. Accordingly, instead of requiring

any such proof, the CRA and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CRA five hundred dollars (\$500.00) for each day that expires after the time specified in paragraphs 4.1 for substantial completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the CRA, CONTRACTOR shall pay CRA five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 4.1 for completion and readiness for final payment. CONTRACTOR expressly acknowledges that such sum is not payable as a penalty but as liquidated damages representing a reasonable estimate of delay damages, inconvenience and additional overhead and costs likely to be sustained by the CRA, estimated at the time of executing the Contract. If the CRA reasonably believes in its discretion that Substantial Completion will be delayed, it shall be entitled, but not required to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CRA to be adequate to recover liquidated damages applicable to such delays. Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

Article 5. PAYMENT PROCEDURES.

The CRA will allow progress payments for the work to be performed under this Contract. Such progress payments shall be only for work that has been completed and verified by the CRA.

The CONTRACTOR shall submit an invoice to the CRA for progress payments for work that has been completed and has been inspected and accepted by the CRA. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the CRA in advance of the completion and acceptance of the work. The invoice shall contain the following basic information: the CONTRACTOR's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.

A retainage of five percent (5%) will be deducted from progress payments until the project is complete.

After the CRA has indicated that the work is acceptable, CONTRACTOR may make application for final payment. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the CRA to the CONTRACTOR when the work has been completed in accordance with the Contract Documents, this Agreement fully performed, and a final certificate for payment has been approved by the CRA. The acceptance of final payment by CONTRACTOR shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final application for payment.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce the CRA to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2 CONTRACTOR has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying any item that may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

Article 7. NO DAMAGES FOR DELAY.

- 7.1 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and CONTRACTOR, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 7.2 CONTRACTOR agrees to commence the Work when directed by the CRA and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the CRA shall not be delayed by any act or omission of CONTRACTOR in completion of the Project within the time specified above.
- 7.3 CONTRACTOR shall not be entitled to any claim for damages on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the CRA, such act, hindrance or delay may only entitle the CONTRACTOR to receive an extension of time as its sole and exclusive remedy.
 - 7.3.1 Any extension of time to complete the Work shall be determined by the CONSULTANT provided the CONTRACTOR provides CONSULTANT and CRA with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
 - 7.3.2 In the event the request for extension is not made in writing within that twenty day time period, CONTRACTOR acknowledges and agrees it has forever waived any and all rights to such an extension.
 - 7.3.3 All extensions of time shall be authorized only by a written change order executed by the CRA and CONTRACTOR; in the absence of a written and fully executed change order, CONTRACTOR shall not be entitled to any claim for additional time.
 - 7.3.4 This "no damage for delay" provision shall encompass any damages for delay or disruption even if the CONTRACTOR completes construction of the Work in a timely fashion in accordance with this Contract.
 - 7.3.5 Damages as referenced in this "no damage for delay" provision shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
 - 7.3.6 The CONTRACTOR recognizes and specifically acknowledges the terms and conditions of this "no damage for delay" clause upon execution of this Contract.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the CRA and CONTRACTOR concerning the Work consist of the following:

- 8.1. Advertisement for Bids.
- 8.2. Instructions to Bidders.
- 8.3. Bid Proposal Form.
- 8.4. CONTRACTOR's Bid
- 8.5. Bid Bond.
- 8.6. This Agreement, and any amendments.
- 8.7. Exhibits to this Agreement.
- 8.8 Public Construction Bond
- 8.9. Certificates of Insurance.
- 8.10. Notice to Proceed.
- 8.11. Change Orders
- 8.12. Certificate of Substantial Completion.
- 8.13. Final Receipt.
- 8.14. Addenda
- 8.15. Documentation submitted by CONTRACTOR prior to Notice of Tentative Award.

Article 9. INDEMNITY.

Contractor shall at all times hereafter indemnify, hold harmless and, at the CRA Executive Director's option, defend or pay for an attorney selected by the CRA Executive Director to defend the CRA, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CRA by reason of any such claim, cause of action, or demand, Contractor shall, upon written notice from CRA, resist and defend such lawsuit or proceeding by counsel satisfactory to the CRA or, at CRA's option, pay for an attorney selected

by the CRA Executive Director to defend the CRA. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

Article 10. MISCELLANEOUS.

- 10.1. Terms used in this Agreement which are defined in the General Conditions of ITB 2025-02 will have the meaning indicated in the General Conditions.
- 10.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3. The CRA and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 10.4. Attorney's Fees and Costs. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred at both the trial and appellate levels.
- 10.5. Notices. Any and all notices, designations, consents, offers, acceptances or offers, communication provided for herein shall be given in writing and delivered in person or registered or certified mail, return receipt requested, or by facsimile directed to the address shown below, unless notice of change of address is furnished:

If to Contractor: Samantha Vincenty

Southeast/Caribbean – Regional General Manager

Persons Services Corp.

1835 S. Perimeter Rd, Ste. 175 Fort Lauderdale, FL 33309

954-616-5106

For CRA: Renée A. Jadusingh, Esq., Executive Director

Delray Beach Community Redevelopment Agency

20 N. Swinton Avenue Delray Beach, FL 33444 Telephone No. (561) 276-8640 Facsimile No. (561) 276-8558

Copy to: Donald J. Doody, Esq.

Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Blvd., Suite 200

Fort Lauderdale, FL 33308 Telephone: (954) 771-4500 Facsimile: (954) 771-4923

10.6 CERTIFICATION AND SCRUTINIZED COMPANY REQUIREMENTS:

The CRA shall have the option to terminate this agreement/contract if Contractor:

- A. Is found to have submitted a false certification as provided under section 287.135 (5) Florida Statutes;
- B. Has been placed on the Scrutinized Companies that Boycott Israel List;
- C. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- D. Has been engaged in business operations in Cuba or Syria.
- 10.7 **PATRIOT ACT REQUIREMENTS**: Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, with respect to the agreement/contract. Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this agreement/contract.
- 10.8. **Public Records.** Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, Contractor shall:
 - A. Keep and maintain public records required by the CRA to perform the service.
 - B. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the CRA.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the CRA upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CHRISTINE TIBBS 561-276-8640 TIBBSC@MYDELRAYBEACH.COM 20 NORTH SWINTON AVENUE DELRAY BEACH, FLORIDA 33444

- 10.9. <u>Venue and Jurisdiction</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in state court located in Palm Beach County, Florida.
- 10.10. <u>Waiver.</u> The waiver by any party hereto of a breach of any provision of this Agreement shall not operate as a waiver of any other breach of any provision of this Agreement by any party.
- 10.11. **Complete Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements and understandings between the parties with respect to such matters, whether written or oral. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or amended in any manner other than by an instrument in writing, signed by the party against which the enforcement of the change, waiver, discharge or amendment is sought.
- 10.12. <u>Counterparts.</u> This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one agreement.
- 10.13. **<u>Binding Effect/Agreement</u>**. This Agreement shall be binding upon the parties hereto, their heirs, legal representatives and successors.
- 10.14. <u>Headings.</u> The headings of the sections are for convenience only and shall not control or affect the meaning or construction limit the scope or intent of any of the provisions of this Agreement.
- 10.15. <u>Survival.</u> Any termination or expiration of this Agreement shall not, however, affect the ongoing provisions of this Agreement which shall survive such termination or expiration in accordance with their terms.
- 10.16. <u>Severability.</u> Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in

such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

- 10.17. **Assignment.** This Agreement may not be assigned by either party.
- 10.18. <u>Effective Date.</u> The Effective Date of this Agreement shall be the last date a party to this Agreement executes same.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the CRA and CONTRACTOR have caused this Agreement to be executed the day and year shown below.

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

	REDEVELORMENT AGENCY
	BY: Angel O. Sem
ATTEST:	Angela D. Burns, Chair
By: Renee A. Jadusingh, Executive Director	
I HEREBY CERTIFY THAT I HAVE APPROVED THIS AGREEMENT AS TO FORM:	
CRA Legal Counsel	CONTRACTOR B
	CONTRACTOR: Persons Services Corp., an Alabama corporation
	By: Samantha Vincenty Title: Regional General Manager Date: 06/19/25
ATTEST:	Munit.
BY: Print Name: Shaller Roca Title: Project Courdinator STATE OF FLOQIDA COUNTY OF EROMADD	(CORPORATE STARE) SEAL SEAL ALDERDALE RURING
speared Amendmy Income as Regural Gul M State of Florida, and acknowledged executed the for Corp., for the use and purposes mentioned in it	to administer oaths and take acknowledgments, personally of Persons Services Corp. authorized to do business in the regoing Agreement as the proper official of Persons Services and affixed the official seal of the company, and that the y. He/She is personally known to me or has produced
IN WITNESS OF THE FOREGOING, I had a foresaid on this 19 day of 1000 day	NOTARY PUBLIC My Commission Expires:
00269656.2 695-0600 0 Expires 12/5/2027	



DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA)

INVITATION TO BID (ITB) CRA NO. 2025-02 CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED COMMERCIAL BUILDING LOCATED AT 102 NW 5TH AVENUE





VIEW NW OF SUBJECT



VIEW NW OF SUBJECT

ISSUE DATE March 10, 2025

VOLUNTARY PRE-BID MEETING Thursday, March 20, 2025 11:00AM EST

QUESTION SUBMITTAL DEADLINE Friday, March 28, 2025 5:00PM EST

BID SUBMISSION DUE DATE AND TIME Thursday, April 17, 2025 4:00PM EST

CONTACT

CHRISTINE TIBBS, ASSISTANT DIRECTOR
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
20 NORTH SWINTON AVENUE, DELRAY BEACH, FL 33444
tibbsc@mydelraybeach.com
561-276-8640

INVITATION

The Delray Beach Community Redevelopment Agency ("CRA") is seeking a qualified general contractor for the construction of certain exterior improvements for the CRA-owned property located at 102 NW 5th Avenue ("Project"). Interested general contractors, hereinafter referred to as Bidders, are invited to provide the requested information in this ITB to the CRA for consideration. The objective of the ITB is for the CRA to enter into an agreement with a qualified Bidder to provide the labor, materials, tools, equipment, machinery, operations, etc. necessary to permit and complete the exterior improvements as described and specified in this ITB.

PROJECT OBJECTIVE

The objective for this Project is to improve the exterior of the one-story commercial building located at 102 NW 5th Avenue.

About Delray Beach and the Delray Beach CRA

Delray Beach is truly a unique city! From its award-winning public beaches and vibrant downtown nightlife to its excellent neighborhoods, bustling economy, and abundance of cultural activities, Delray Beach offers an unparalleled quality of life.

Located in the southern end of Palm Beach County, Delray Beach was settled as an agricultural community in 1895. First incorporated in 1911, it became the City of Delray Beach ("City") on May 11, 1927. The City has experienced substantial growth from 1,015 people in 1920 to over 67,000 people today.

Delray Beach encompasses slightly over 16 square miles of land area, of which over 95% has been developed. As the City approaches "build-out," growth management has shifted focus to renewal and redevelopment. In furtherance of the City's redevelopment efforts, the Delray Beach Community Redevelopment Agency was established by the City Commission in 1985 pursuant to its powers under Florida Statutes, Chapter 163, Part III, the Community Redevelopment Act of 1969 as amended. The CRA's activities are designed to solve the underlying problems of slum and blighted conditions through planning, redevelopment, historic preservation and affordable housing so that the tax base can be protected and enhanced by these mutually supportive activities. Results of the CRA's efforts are visible throughout its redevelopment area – from the revitalization of the commercial areas to the stabilization and preservation efforts of the neighborhoods throughout the CRA District.

OVERVIEW OF QUALIFICATIONS:

A Bidder **must** be the following:

 Licensed and registered general contractor under Florida Statute Section 489.119

Additional Qualification and Experience Requirements are listed within Section 4 of this ITB.

OVERVIEW OF SCOPE OF WORK

Bidder shall deliver required Scope of Work which includes, but is not limited to:

- Exterior stucco repairs, including addressing any water intrusion issues
- Exterior painting of the entire building in the existing color(s)
- Replacement of all current windows with hurricane impact rated windows (commercial use; no tinting)
- Replacement of all current doors with hurricane impact rated doors (commercial use; no tinting)
- Addressing any water intrusion issues from window and door openings
- Replacement of current exterior tenant signage to match current sign style
- Repairing exterior building electrical outlets and lighting

See Section 3 for additional information on the required Scope of Work.

INSTRUCTIONS

Sealed Bids must be received on or before the Bid Submission Due Date and Time. Bids shall be submitted in accordance with the instructions contained herein. All Bids will be publicly opened at the CRA Office, located at 20 N. Swinton Avenue, Delray Beach, Florida, 33444, immediately after the Bid Submission Due Date and Time, unless otherwise specified.

Bids shall be submitted in <u>hard copy format only</u> and may be mailed or hand delivered, to the CRA Office, located at 20 N. Swinton Avenue, Delray Beach, Florida, 33444, <u>and</u> must be received by the CRA on or before the Bid Submission Due Date and Time indicated in this ITB. Normal business hours are 8:00 AM to 5:00 PM, Monday through Friday, except holidays. Hard copy Bid packages shall have the following information clearly marked on the face of the sealed package: Bidder's name, return address, ITB number, Bid Submission Due Date, and the title of the Bid. Included in the Bid package shall be one (1) hard copy of the Bid clearly identified as the "Original" that includes signed originals of all required forms and one (1) electronic version of the Bid on a Universal Serial Bus (USB) drive in searchable and legible PDF format.

It is the sole responsibility of the Bidder to ensure its Bid submission is complete prior to the Bid Submission Due Date and Time. Electronic submission of Bids will not be accepted.

Bids must contain all information, forms, and authorized signatures, as described in this Bid Solicitation. If the required information, form, or signature is not included, the Delray Beach Community Redevelopment Agency ("CRA") may deem the Bid non-responsive.

BROADCAST

The CRA utilizes electronic online services for notification and distribution of its Bid Solicitation documents. The CRA's Bid Solicitation information can be obtained from: (a) the Delray Beach Community Redevelopment Agency, www.delraycra.org; and (b) the BidNet Direct website – www.bidsync.com. The documents are also available via email – tibbsc@mydelraybeach.com or via hard copy at the CRA Office – 20 N Swinton Avenue, Delray Beach, Florida, 33444.

Bidders who obtain Bid Solicitation documents and/or information related to the Bid Solicitation from sources other than those named above are cautioned that they should not rely on any representations, statements, or explanations other than those made in this Invitation to Bid ("ITB") and in any written addendum to this ITB. Oral explanations, information, and instructions shall not be considered binding on the CRA. Neither the CRA nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any Bidder. The CRA may deem incomplete Bids as non-responsive and the CRA will not evaluate or consider non-responsive Bids. BidSync is an independent entity and is not an agent or representative of the CRA. Communications to BidSync do not constitute communications to the CRA.

CONTACT PERSON

Any questions regarding the terms, conditions, specifications, requests for clarification and/or additional information, and questions related to the Bid Solicitation process must be submitted in writing to Christine Tibbs, Assistant Director, at tibbs@mydelraybeach.com and must be received prior to the Question Submittal Deadline of Friday March 28, 2025, at 5:00pm EST.



The Delray Beach Community Redevelopment Agency 20 North Swinton Avenue Delray Beach, FL 33444

LEGAL ADVERTISEMENT

INVITATION TO BID (ITB) CRA NO. 2025-02 CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED COMMERCIAL BUILDING LOCATED AT 102 NW 5TH AVENUE BID SUBMISSION DUE DATE AND TIME: THURSDAY, APRIL 17, 2025 AT 4:00 PM EST

The Delray Beach Community Redevelopment Agency ("CRA") is seeking Bids from qualified Bidders to construct exterior improvements for CRA-owned commercial building located at 102 NW 5th Avenue, Delray Beach, Florida, 33444, in accordance with the terms, conditions, and specifications contained in the Invitation to Bid (ITB).

The ITB documents are available beginning Monday, March 10, 2025, on (a) the Delray Beach Community Redevelopment Agency, www.delraycra.org; and (b) the BidNet Direct website – www.bidsync.com. The documents are also available via email – tibbsc@mydelraybeach.com or via hard copy at the CRA Office – 20 N Swinton Avenue, Delray Beach, Florida, 33444.

Mailed or hand-delivered hard copies of sealed Bids will be accepted at the CRA Office, located at 20 N Swinton Avenue, Delray Beach, Florida, 33444, before or until the Bid Submission Due Date and Time. Submission of Bids electronically will not be accepted. Bid packages shall have the following information clearly marked on the outside of the sealed package: Bidder's name, return address, ITB number, Bid Submission Due Date, and the title of the Bid. Bids will be publicly opened and read aloud at the CRA Office immediately after the Bid Submission Due Date and Time. The CRA will not be responsible for and will not accept any late, delayed, misdelivered, or nondelivered Bids. Bids arriving after the Bid Submission Due Date and Time will not be accepted and will be returned to the sender unopened.

The CRA will hold a Voluntary Pre-Bid Meeting on Thursday, March 20, 2025, starting promptly at 11:00 a.m. EST, at the CRA-owned Project Site, located at 102 NW 5th Avenue, Delray Beach, Florida, 33444.

It is the responsibility of the Bidder to ensure all required information is included in their Bid submission. All Bidders are advised to closely examine the ITB documents. Any questions regarding the completeness or substance of the ITB documents or scope of work must be submitted in writing via email to Christine Tibbs, Assistant Director, at tibbsc@mydelraybeach.com, by the Question Submittal Deadline of Friday March 28, 2025, at 5:00pm EST.

The CRA is exempt from Federal and State Taxes for tangible personal property tax.

The CRA reserves the right to accept or reject any or all Bid(s), in whole or in part, with or without cause without any liability to the CRA. The CRA does not warranty or represent that any award or recommendation will be made as a result of the issuance of this Legal Advertisement or the ITB, or

receipt of a Bid(s). The CRA and Bidder will be bound only if and when a Bid, as it may be modified, is approved and accepted by the CRA, and the applicable agreements pertaining thereto are approved, executed, and delivered by the Bidder to the CRA, and then only pursuant to the terms of the agreements executed by the Bidder and the CRA.

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SECTION 1: GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- a. Architect of Record: person and/or firm developing the design and preparing the signed and sealed construction drawings for the project.
- b. Awarded Bidder: Bidder who is awarded a contract to provide goods or services to the CRA.
- c. Bid: any offer(s) submitted in response to an Invitation to Bid.
- d. Bidder: person or firm submitting a Bid in response to an Invitation to Bid.
- e. Bid Solicitation or ITB: this Invitation to Bid, including all documentation and any and all addenda.
- f. CRA: shall refer to the Delray Beach Community Redevelopment Agency.
- g. Contract or Agreement: Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the contract or agreement between the CRA and the Bidder.
- h. Contractor: Awarded Bidder who executes a Contract with the CRA to provide the necessary goods or services.
- i. Invitation to Bid: this formal Solicitation requesting Bids from all interested qualified Bidders.
- j. Responsible Bidder: Bidder which has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.
- k. Responsive Bidder: Bidder whose Bid conforms in all material respects to the terms, conditions, and specifications included in the Invitation to Bid.
- I. Solicitation Summary Form: describes the goods or services to be purchased and the price, and must be completed by the Authorized Agent of the Bidder and submitted with the Bid.

CONE OF SILENCE/NO LOBBYING

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the CRA, all solicitations, once advertised and until the appropriate authority approves an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders, the CRA Staff, and the CRA Board Members, amongst other parties.

As to any matter relating to this ITB, any Bidder, Bidder's team member, or anyone representing a Bidder is advised that they are prohibited from contacting or lobbying the CRA Chair, any CRA Board Member, CRA Staff, or any other person working on behalf of the CRA on any matter related to or involved with this ITB. For purposes of clarification, a Bidder's representatives shall

include, but not be limited to, the Bidder's employees, partners, attorneys, officers, directors, consultants, lobbyists, any actual or potential subcontractor or consultant of the Bidder, or any member of the Bidder's team. If a Pre-Bid Meeting is scheduled, there will be an opportunity for inquiries to be made of CRA Staff during the scheduled Pre-Bid Meeting. All inquiries made outside of the Pre-Bid Meeting must be in writing and directed to Christine Tibbs, CRA Assistant Director, at (tibbsc@mydelraybeach.com.) Any violation of this condition may result in rejection of a submitted Bid and/or disqualification of the Bidder. This "Cone of Silence/No Lobbying" is in effect from the date of issuance of the ITB and shall terminate at the time the CRA Board selects a Bid, rejects all submitted Bids, or otherwise takes action which ends the Bid Solicitation process.

3. ADDENDUM

The CRA may issue an addendum in response to any inquiry received, prior to the close of the solicitation period, which changes, adds, or clarifies the terms, specifications, conditions, provisions, or requirements of the ITB. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the ITB documents or in the addenda issued. Where there appears to be a conflict between the ITB documents and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form when any addenda have been issued.

4. LEGAL REQUIREMENTS

This ITB is subject to all legal requirements contained in the applicable City Ordinances, Resolutions, and CRA Policies, as well as all applicable State and Federal Statutes. Where conflict exists between this ITB and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its previously submitted Bid by submitting a new Bid with a written letter on the Bidder's letterhead, signed by an authorized agent of the Bidder, duly notarized, and submitted to the CRA Office located at 20 N Swinton Avenue, Delray Beach, Florida, 33444, stating that the new Bid submittal replaces the original Bid submittal. The new Bid submittal shall contain the letter and all information as required for submitting a Bid. No oral modifications to a submitted Bid will be allowed. Modifications shall not be allowed after the Bid Submission Due Date and Time.

WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the CRA prior to the scheduled Bid opening may withdraw a Bid. The withdrawal letter must be on the firm's letterhead, signed by an authorized agent of the Bidder, duly notarized, and delivered to the CRA Office located at 20 N Swinton Avenue, Delray Beach, Florida, 33444, stating that the Bid is being formally withdrawn. No oral modifications or withdrawals of a submitted Bid will be allowed.

7. CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Solicitation Summary Form, or any addendum

issued, the order of precedence shall be: the last addendum issued, the Solicitation Summary Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

8. PROMPT PAYMENT TERMS

It is the policy of the CRA that payment for all purchases by the CRA shall be made in a timely manner. The CRA will pay the Contractor upon receipt and acceptance of the goods or services by a duly authorized representative of the CRA. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the CRA shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the CRA, not later than sixty (60) days after the date on which the proper invoice was received by the CRA.

PREPARATION OF BIDS

- a. The required Bid forms contained herein must be completed and submitted with the Bid. Use of any other forms or changes to the forms will result in the rejection of the Bid. All forms must be legible. Bidders shall use typewriter, computer, or ink to complete the forms. Incomplete or illegible forms may cause the Bid to be rejected.
- b. An authorized agent of the Bidder's firm must sign all required forms where indicated. Failure to sign any of the required forms shall render the Bid non-responsive.
- c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Bid Solicitation.
- d. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- e. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely receipt of the Bid by the CRA by the Bid Submission Due Date and Time, and at the place stated in this Bid Solicitation. No exceptions will be made due to non-delivery, weather, carrier, traffic, illness, or other issues.

10. CANCELLATION OF BID SOLICITATION

The CRA reserves the right to cancel, in whole or in part, this ITB when it is in the best interest of the CRA which shall be determined at the sole and absolute discretion of the CRA.

11. AWARD OF CONTRACT

- a. The Contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Bid Solicitation, and in the best interest of the CRA. The CRA shall be the sole and absolute judge of its best interest.
- b. The CRA reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the CRA's best interest to do so.

- c. The CRA reserves the right to negotiate prices with the responsive and responsible Awarded Bidder, provided that the scope of work of this ITB remains the same.
- d. The Bidder's performance as a prime contractor or subcontractor on previous CRA contracts shall be taken into account in evaluating the Bid received for this ITB.
- e. The CRA will provide a copy of the Bid Tabulation to all Bidders responding to this ITB.
- f. The ITB, any addenda and/or properly executed modifications, the signed Contract, the purchase order, and any change order(s) shall constitute the Contract.
- g. Award of this Bid may be predicated on compliance with and submittal of all required documents and forms as stipulated in this ITB.
- h. The CRA reserves the right to request and evaluate additional information from any Bidder after the Bid Submission Due Date and Time as the CRA deems necessary.
- i. The CRA reserves the right to accept or reject any or all Bid(s), in whole or in part, with or without cause without any liability to the CRA. The CRA does not warranty or represent that any award or recommendation will be made as a result of the issuance of this ITB or receipt of a Bid. The CRA and the Bidder will be bound only if and when a Bid, as it may be modified, is approved and accepted by the CRA, and the applicable Contract(s) pertaining thereto are approved, executed and delivered by the proposer to the CRA, and then only pursuant to the terms of the Contract(s) executed by the Contractor and the CRA.

12. CONTRACT EXTENSION

The CRA reserves the right to automatically extend any Contract for a maximum period not to exceed one hundred and eighty (180) calendar days in order to provide the CRA with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded.

13. WARRANTY

All warranties express and implied shall be made available to the CRA for goods and services covered by this ITB. All goods furnished shall be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the CRA, the Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

14. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the CRA's anticipated needs and/or usage; and (b) the CRA may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The CRA is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

15. NON-EXCLUSIVITY

It is the intent of the CRA to enter into a Contract with the Awarded Bidder that will satisfy its needs as described herein. However, the CRA reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein

described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

16. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the CRA and the Awarded Bidder, continue until completion at the same prices, terms, and conditions.

17. BID PROTEST

A Bidder that has submitted a response to this ITB and is adversely affected by the decision to award, may file a formal written protest through filing a type-written protest with the CRA office. The Bidder shall file its type-written protest with the CRA, delivered to the CRA Executive Director, at 20 N Swinton Avenue, Delray Beach, Florida, 33444, Monday through Friday, between the hours of 8:00 AM EST and 5:00 PM EST, excluding legal holidays. Bid Protests shall not be accepted through email. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and number of the solicitation. Additionally, the protest shall be signed by an authorized agent of the Bidder and notarized. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the CRA. The protest shall be limited to 15 type-written pages. A written protest shall not challenge the specifications, scope of work, relative weight of evaluation criteria, a formula for assigning points, any request for additional information from Bidders, to reject insufficient and unclear Bids, ranking of Bids, to negotiate a contract, to abandon negotiations, and to approve a contract.

The written protest must be received within three (3) business days from the time of initial posting of the intended award. Notice of Intent to Award shall be posted on the CRA's website, www.delraycra.org, and on BidSync, www.bidsync.com. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Bidder of all rights of protest.

The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to one percent (1%) of the protestor's Bid or five thousand dollars (\$5,000), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the Delray Beach Community Redevelopment Agency. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.

18. LAWS AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. Bidders shall be familiar with all Federal, State, and local laws that may affect the goods and/or services offered.

19. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections (if applicable), and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the CRA or the Contractor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Contractor. If the Awarded Bidder does not

hold a City of Delray Beach Business Tax Receipt at the time of award, the Awarded Bidder must obtain the necessary Business Tax Receipt prior to finalizing the Contract.

20. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the CRA. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior written consent of the CRA may result in termination of the Contract for default.

21. ASSIGNMENT

The Contractor shall not assign, transfer, hypothecate, or otherwise dispose of this Contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the CRA. Assignment without the prior written consent of the CRA may result in termination of the Contract for default.

22. SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

23. RESPONSIBILITIES AS EMPLOYER

The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the CRA. The Contractor shall provide physically competent employee(s) capable of performing the scope of work as required. The CRA may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor shall wear proper safety equipment and proper identification.

It is the Contractor's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The CRA shall have no responsibility to check or verify the legal immigration status of any employee of the Contractor

24. INDEMNIFICATION

Contractor shall at all times hereafter indemnify, hold harmless and, at the CRA Executive Director's option, defend or pay for an attorney selected by the CRA Executive Director to defend the CRA, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CRA by reason of any such claim, cause of action, or demand, Contractor shall, upon written notice from CRA, resist and defend such lawsuit or proceeding by counsel satisfactory to the CRA or, at CRA's option, pay for an attorney selected by the CRA Executive Director to defend the CRA. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

25. COLLUSION

Bidder certifies that its Bid is made without prior understanding, agreement, relation or connection with any other corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal of Bidder from participation in future CRA solicitations for a specified period.

The Bidder(s) attests that the Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder.

26. MODIFICATION OF CONTRACT

The Contract may be modified by mutual consent, in writing, through an amendment to the Contract, a supplemental agreement, purchase order, or change order, as appropriate. The CRA's Executive Director may further approve and amend the Contract by executing a written agreement signed by both parties.

27. TERMINATION FOR CONVENIENCE

The CRA, at its sole and absolute discretion, reserves the right to terminate any Contract entered into pursuant to this ITB with or without cause immediately upon providing written notice to the Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The CRA shall be liable only for reasonable costs incurred by the Contractor prior to the date of the notice of termination. The CRA shall be the sole judge of "reasonable costs."

28. TERMINATION FOR DEFAULT

The CRA reserves the right to terminate the Contract, in part or in whole, or place the Contractor on probation in the event the Contractor fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the Contractor must cure any such failure to perform or default. If the Contractor fails to cure the default within the time specified, the CRA may then terminate the subject Contract by providing written notice to the Contractor. The CRA further reserves the right to suspend or debar the Contractor in accordance with the appropriate CRA ordinances, resolutions, and/or policies. The Contractor will be notified by letter of the CRA's intent to terminate. In the event of termination for default, the CRA may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

29. FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the CRA through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The CRA, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

30. ACCESS AND AUDIT OF RECORDS

The CRA reserves the right to require the Contractor to submit to an audit by an auditor of the CRA's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to the Contract, at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Contract, and upon request, make them available to the CRA for three (3) years following expiration of the Contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the CRA to ensure compliance with applicable accounting and financial standards.

31. PRE-AWARD INSPECTION

The CRA may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

32. PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Bidder shall not submit any information in response to this Bid Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the CRA in connection with this Bid Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the CRA in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the CRA may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

33. ADDITIONAL FEES AND SURCHARGES

Unless provided for in the Contract, the CRA will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

34. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this Contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

35. BINDING EFFECT

All of the terms and provisions of the Contract, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

SEVERABILITY

In the event any term or provision of any Contract entered into pursuant to this Bid Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.

37. GOVERNING LAW AND VENUE

This Contract and all transactions contemplated by this Contract shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

38. ATTORNEY'S FEES

In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Contract, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels, to the extent permitted by law.

39. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The CRA complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this Contract, the Contractor agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the Contract. The Contractor shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the Federal government.

The Contractor further acknowledges and agrees to provide the CRA with all information and documentation that may be requested by the CRA from time to time regarding the Bid Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

40. CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with an Awarded Bidder, the CRA may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Awarded Bidder will be required to sign an authorization for the CRA to access criminal background information. The costs for the background checks shall be borne by the CRA.

41. LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in this Bid Solicitation or the Contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the Contractor.

42. MINIMUM WAGE REQUIREMENTS

The Contractor shall comply with all minimum wage requirements and the provisions of any other wages laws, as may be applicable to this Contract.

43. PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items during delivery to the CRA. The documents shall include information on the contract number or purchase order, any back order items, and the number or quantity of items being delivered.

44. PURCHASE OF OTHER ITEMS

The CRA reserves the right to purchase other related goods or services, not listed in the Bid Solicitation, during the Contract term. When such requirements are identified, the CRA may request price quote(s) from the Contractor. The CRA, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the Contractor, another contract vendor, or a non-contract vendor.

45. PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The CRA will not accept Bids when the entire Bid is labeled as exempt from disclosure. The CRA's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the CRA and the CRA's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the CRA's treatment of records as public records.

The Contractor shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statues, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this ITB.

46. CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the CRA. Further, all Bidders must disclose the name of any CRA employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the CRA.

47. PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

48. OTHER GOVERNMENTAL AGENCIES

The Contractor who is awarded and executes a Contract as a result of this ITB, shall allow other governmental agencies to access this Contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

49. COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the Contractor, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the Contractor. In these cases, the Contractor shall notify the CRA of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the CRA.

50. FAILURE TO DELIVER OR COMPLETE WORK

Should the Contractor fail to deliver or complete the work within the time stated in the Contract, it is hereby agreed and understood that the CRA reserves the authority to cancel the Contract with the Contractor and secure the services of another vendor to purchase the items or complete the work. If the CRA exercises this authority, the CRA shall be responsible for reimbursing the Contractor for work that was completed, and items delivered and accepted by the CRA in accordance with the Contract specifications. The CRA may, at its option, demand payment from the Contractor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the CRA as a result of having to secure the services of another vendor.

51. CORRECTING DEFECTS

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the CRA, within three (3) calendar days after the CRA notifies the Contractor of such deficiency in writing. If the Contractor fails to correct the defect, the CRA may (a) place the Contractor in default of its Contract; and/or (b) procure the products or services from another source and charge the Contractor for any additional costs that are incurred by the CRA for this work or items, either through a credit memorandum or through invoicing.

52. ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. The Contractor performing services or delivering goods under this Contract shall conform to all relevant OSHA, State, County, and local regulations during the course of such effort. The minimum Personal Protective Equipment (PPE) to be worn by all personnel on the Project Site shall be High-Vis Shirt or Vest with Company Name, Hard Hat, Eye Protection, Ear Protection, Construction Boots, and Face Masks. Any fines levied by the above-mentioned authorities for

failure to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the CRA.

53. OMISSIONS IN SPECIFICATIONS

The specifications and/or scope of work contained within this Bid Solicitation describe the various functions and classes of work required as necessary for the completion of the work described in this ITB. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Contractor from furnishing, installing, or performing such work where required to the satisfactory completion of the scope of work as described in this ITB.

54. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

Contractor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Contractor in conjunction with this Bid Solicitation and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the CRA by the Contractor are found to be defective or do not conform to specifications, (1) the materials may be returned to the Contractor at the Contractor's expense and the Contract cancelled; or (2) the CRA may require the Contractor to replace the materials at the Contractor's expense.

55. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the Contractor performing under this Contract are required to provide two (2) complete sets of Material Safety Data Sheets to the CRA of any products that are subject to these regulations. This information should be provided at the time when the initial delivery is made.

56. TAXES

The CRA is exempt from Federal and State taxes for tangible personal property.

57. BIDDER'S COSTS

The CRA shall not be liable for any costs incurred by Bidders in responding to this ITB.

58. SUBSTITUTION OF PERSONNEL

It is the intention of the CRA that the Awarded Bidder's personnel proposed in its Bid shall be available for the initial Contract term. In the event the Awarded Bidder wishes to substitute personnel prior to the execution of the Contract, the Awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the CRA's written approval. In the event the substitute personnel are not satisfactory to the CRA, and the matter cannot be resolved to the satisfaction of the CRA, the CRA reserves the right to terminate Contract negotiations. In the event the Contractor wishes to substitute personnel after the execution of the Contract, the Contractor shall propose personnel of equal or higher

qualifications, and all replacement personnel are subject to the CRA's written approval. In the event the substitute personnel are not satisfactory to the CRA, and the matter cannot be resolved to the satisfaction of the CRA, the CRA reserves the right to cancel the Contract for cause.

59. FORCE MAJEURE

The CRA and the Contractor are excused from the performance of their respective obligations under the Contract when and to the extent that their performance is directly delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.
- e. The CRA's approval is required for any force majeure event asserted by the Contractor.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the CRA, at its sole discretion, may excuse performance for a longer term. Economic hardship of the Awarded Bidder shall not constitute a force majeure. The term of the Contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

60. NOTICES

Notices shall be effective when received at the addresses specified in the Contract. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions shall not constitute effective notice. An original hard copy of the notice must also be mailed via certified mail to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the Awarded Bidder and the CRA.

All such notices, demands, requests and other communications which shall have been mailed in such a manner shall be deemed sufficiently served or given for all purposes hereunder on the

third (3rd) day following the date such notice, demand, request or other communication shall be deposited in any post office or branch post office within the continental United States.

61. FISCAL FUNDING OUT

The CRA's obligation pursuant to any Contract entered into in accordance with this ITB is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any Contract awarded shall result in automatic termination of the Contract.

62. SCRUTINIZED COMPANIES CERTIFICATION

Section 287.135, Florida Statutes, prohibits the DBCRA from: 1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria. Failure to complete the Scrutinized Companies Certification Pursuant to Florida Statute § 287.135 in Section 5 of this ITB may deem the Bid non-responsive.

63. E-VERIFY

Effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees.

END OF SECTION 1

SECTION 2: SPECIAL TERMS AND CONDITIONS

PURPOSE

The purpose of this Bid Solicitation is to obtain Bids from qualified general contractors and establish a contract for the construction of exterior improvements for the one-story commercial building located at 102 NW 5th Avenue, Delray Beach, Florida, 33444 ("Project"), in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

2. CONTRACT MEASURES AND PREFERENCES Intentionally Omitted.

3. VOLUNTARY PRE-BID MEETING

The CRA will hold a Voluntary Pre-Bid Meeting on Thursday March 20, 2025, starting promptly at 11:00 a.m. EST, at the Project Site located at 102 NW 5th Avenue, Delray Beach, Florida, 33444.

Potential Bidders should bring a copy of this ITB with them to the Voluntary Pre-Bid Meeting. Attendees will be allowed to ask questions of CRA Staff and obtain information on important aspects of this ITB.

The purpose of the Voluntary Pre-Bid Meeting is to provide and obtain information relative to the scope, purpose, nature, and extent of the work, and any local conditions, which may affect the performance of work. Submission of a Bid shall constitute an acknowledgement by the Bidder that it has thoroughly examined and is familiar with the requirements of this Bid Solicitation package. The failure or neglect of the Bidder to examine the Bid Solicitation package, shall in no way relieve the Bidder of any obligation with respect to its Bid, the scope of work required under this Bid Solicitation, or the requirements of any resulting Contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this Bid Solicitation package or the resultant Contract.

4. TERM OF CONTRACT

The Contract shall commence upon the date of the duly executed Contract and shall remain in effect until such time as the construction services acquired in conjunction with this Bid Solicitation have been completed and accepted by the CRA's authorized representative and upon completion of the expressed and/or implied warranty periods.

5. METHOD OF AWARD: BEST VALUE

The CRA will award this Contract to the responsive and responsible Bidder, all factors considered, and in the best interest of the CRA.

6. PRICES SHALL BE FIXED AND FIRM

If the Bidder is awarded a Contract under this Bid Solicitation, the prices offered by the Bidder shall remain fixed and firm during the performance of the work, except for any change orders or variations, which must meet the prior approval and written authorization of the CRA.

7. PRICE ADJUSTMENTS Intentionally Omitted.

8. EXAMINATION OF CRA FACILITIES OR EQUIPMENT

Prior to submitting its offer, it is recommended that the Bidder visit the site of the proposed Project and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The Bidder is also advised to examine carefully any drawings, specifications, or equipment, and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowances will be made because of lack of knowledge of these conditions.

EQUAL PRODUCTS Intentionally Omitted.

10. INCENTIVE COMPENSATION Intentionally Omitted.

11. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the resultant Contract.

12. INSURANCE

The Awarded Bidder shall not commence any performance pursuant to the terms of this Bid Solicitation until certification or proof of insurance has been received and approved by the CRA.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of AM Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the CRA shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the CRA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the Awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the CRA.

The Awarded Bidder must submit a current Certificate of Insurance, naming the *Delray Beach Community Redevelopment Agency* as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the CRA upon expiration.

The Awarded Bidder shall provide insurance coverage as follows, and shall carry:

- a. Workers' Compensation Insurance as required by law.
- b. Employer's Liability Insurance \$1,000,000 per occurrence, \$1,000,000 for each disease, and \$2,000,000 for aggregate disease
- c. Comprehensive General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage which must include:
 - i. Premises and/or Operations on an occurrence basis.

- ii. Independent contractors.
- iii. Products and/or Completed Operations Liability on an occurrence basis.
- iv. Explosion, Collapse, and Underground Coverages.
- v. Broad Form Property Damage.
- vi. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- vii. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- d. Builders Risk/Installation Floater Insurance The Awarded Bidder shall take out and maintain, as applicable, during the life of this Contract, "all risk" type builders risk insurance satisfactory to the CRA for the completed value of the Project, which shall protect the Awarded Bidder and the CRA as their interests may appear, for the following hazards to the work, encompassing structures in the course of construction, including foundations, additions, attachments, and all permanent fixtures belonging to and constituting a part of said structures, as well as materials and equipment suitably stored at the Project site and Awarded Bidder's construction equipment, materials, and temporary structures:
 - i. Premises and/or Operations on an occurrence basis.
 - ii. Independent contractors.
 - iii. Products and/or Completed Operations Liability on an occurrence basis.
 - iv. Explosion, Collapse, and Underground Coverages.
 - v. Broad Form Property Damage.
 - vi. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
 - vii. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
 - viii. Fire and lightning, vandalism, and malicious mischief.
 - ix. Extended coverage including windstorm, hail, flood, explosion, riot, civil commotion, aircraft, vehicle and smoke damage.
- e. Automobile Liability Insurance for owned, non-owned and hired vehicles with a limit of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

The *Delray Beach Community Redevelopment Agency* shall be named as an Additional Insured on both the General Liability and Business Automobile Liability policies, on a primary and non-contributory basis, to include additional insured status on the GL policy for both premises operations and products and completed operations.

If no deductible for insurance is referenced above, the CRA reserves the right to require such deductibles which shall be determined by the CRA, but not less than \$25,000 per claim.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

13. PERFORMANCE BOND AND PAYMENT BOND

The Bidder to whom a contingent award is made shall duly execute and deliver to the CRA a Performance Bond and a Payment Bond, both in an amount equal to 100% of the total Contract price, payable to the CRA, as surety for faithful performance under the terms and conditions of the Contract. The Performance Bond and Payment Bond shall be delivered to the CRA contemporaneously with Contract execution. Sample formats for the bonds are available upon request.

Both required bonds must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent. Bonds may not be canceled, terminated, or revised unless the CRA has been provided with thirty (30) business days' advanced written notice of such action by the surety. The surety must insert the registered agent to accept service of process in the State of Florida, directly on each bond document.

Acknowledgement and agreement are given by both parties that the Performance and Payment Bonds do not limit the liability of the Awarded Bidder to the CRA in the event of a material breach of the Contract by the Awarded Bidder. The Bonds may be used to recover liquidated damages on behalf of the CRA.

If the Awarded Bidder fails to deliver the Bonds at the same time as Contract execution, the CRA may declare the Awarded Bidder in default of the contractual terms and conditions, and the Awarded Bidder shall surrender any Bid Bond, and the CRA shall not accept any offers or bids from that Bidder for a twelve (12) month period following such default.

14. CERTIFICATIONS

Any Bidder that submits a Bid in response to this Bid Solicitation shall, at the time of such Bid submittal, hold all necessary certifications issued by the State or County Examining Board qualifying the Bidder to perform the work proposed for this Project. If other professions or trades are required in conjunction with this Bid Solicitation and such work and/or services will be performed or provided by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's Bid; provided, however, that the CRA may at its option and in its best interest allow the Bidder to supply the subcontractor(s) certificate to the CRA during the evaluation period prior to any award of contract.

15. BID BOND/GUARANTY

<u>The Bidder must submit with their Bid a Bid Guaranty</u> represented by a certified check, cashier's check, money order, or Bid Bond in favor of the CRA in the amount equal to five percent (5%) of the proposed Bid Price. The certified check, cashier's check, money order, or Bid Bond shall be made payable to the *Delray Beach Community Redevelopment Agency*. Bidders

not selected for award will have their Bid Guaranty returned to them within 90 days of the Bid opening.

If the Awarded Bidder fails or refuses to execute the Contract or provide the necessary certificates of insurance, or the Performance and Payment Bonds following award within the timeframes set forth, the CRA shall retain the entire Bid Guaranty and disqualify the Bidder.

Additionally, <u>Bidders must submit with their Bid evidence of their financial capacity</u> to commence and complete the work associated with this Project. Such evidence may include a loan commitment letter, or other documentation clearly supporting the Bidder's financial capacity to commence and complete the work associated with this Project and all necessary responsibilities as stated within this ITB.

16. METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK (PROGRESS PAYMENTS)

The CRA will allow progress payments for the work to be performed under this Contract. Such progress payments shall be only for work that has been completed and verified by the CRA.

The Contractor shall submit an invoice to the CRA for progress payments for work that has been completed and has been inspected and accepted by the CRA. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the CRA in advance of the completion and acceptance of the work. The invoice shall contain the following basic information: the Contractor's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.

The CRA prides itself on paying its vendors promptly and efficiently, and all payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Bidder.

Payment shall be made for the items listed on the Bid Pricing Form on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, clean up, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and described in the specifications.

The CRA does not pay for items ordered and/or stored on site unless specifically approved by CRA and with written authorization from the CRA. Payment for pay for items are paid once the item is installed, measured in place, completed and accepted.

It is intended that all license and other miscellaneous administrative costs, overhead and profit, and all other costs to the Contractor not specifically identified in the item descriptions be distributed among and included in the unit prices stated. No additional payment shall be made for transportation, communications, office maintenance, and other incidental work or services, and no further payment shall be made for remobilization unless all of the work is suspended by the CRA for a period in excess of three (3) months and through no fault to the Contractor.

The Contractor's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. No separate

payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for various appurtenant items of work.

All required manufacturer testing and certification shall be included in the unit prices bid. Density testing required for compacted backfilling, and concrete strength and materials testing required at the time of construction shall be arranged for and paid for by the Contractor.

17. COMPLETION OF WORK

The Contractor shall complete the scope of work as required by this Bid Solicitation within the timeframe stated in Section 3 of this Bid Solicitation.

18. WARRANTY REQUIREMENTS: ONE (1) YEAR

In addition to all other warranties that may be supplied by the Contractor, the Contractor shall warrant its products and/or services against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the CRA. This warranty requirement shall remain in force for the full period; regardless of whether the Contractor is under contract with the CRA at the time of defect. Any payment by the CRA on behalf of the services received from the Contractor does not constitute a waiver of these warranty provisions.

19. ADDITIONAL FACILITIES OR PRODUCTS Intentionally Omitted.

20. CATALOGS AND PRICE LISTS Intentionally Omitted.

21. CLEAN UP

The Contractor shall keep the Project Site and work areas free of rubbish and other unusable materials and debris; and shall restore to their original conditions those portions of the work areas not designated for alteration by this Bid Solicitation. Clean up and disposal of rubbish, debris, and unusable materials shall be accomplished at the end of each workday and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the Project Site.

The Contractor shall also remove, when no longer needed, all temporary structures and equipment. Upon final completion of the Project, the Contractor shall thoroughly clean up all areas where work has been involved and shall be immediately restore to original condition all work areas not designated for alteration by this Bid Solicitation.

22. DEMONSTRATION OF EQUIPMENT Intentionally Omitted.

23. HOURLY RATE Intentionally Omitted.

24. MOTOR VEHICLE LICENSE REQUIREMENT Intentionally Omitted.

25. PATENTS AND ROYALTIES

The Contractor, without exception, shall indemnify and hold harmless the CRA and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the Awarded Bidder.

If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

26. PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, the Contractor is required to attend a Pre-Construction Conference with CRA Staff, Architect of Record, and any other party that is designated to represent the CRA for this Project.

The Architect of Record will be responsible for coordinating and schedule the Pre-Construction Conference.

27. RELEASE OF CLAIM REQUIRED

Pursuant Section 255.05, Florida Statutes all payments to the subcontractors shall be made by the Contractor within ten (10) days of receipt of the partial payment from the CRA. With the exception of the first partial payment, the Contractor must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the Project within ten (10) days after receipt of the partial payment by the Contractor for monies due such subcontractors and suppliers as a result of a percentage of the work completed. The Contractor must provide CRA Staff with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the Project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the Contractor. In the event such affidavits cannot be furnished, the Contractor may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the Contractor fails to provide consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

28. SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Bid, the Bidder must identify any and all subcontractors that will be used in the performance of the proposed scope of work, their qualifications (including any licenses, certifications, etc.), capabilities, experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the CRA when making the award in the best interest of the CRA. If the Bidder fails to identify any and all subcontractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, prior to the award of any Contract, at the sole and absolute discretion of the CRA.

29. CHANGES

The CRA may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

The CRA may, at any time make changes in the details of the scope of work. The Contractor shall proceed with the performance of any changes in the work so ordered by the CRA, unless the Contractor believes that such changes entitle it to a change in the Contract price or time, or both, in which event the Contractor shall give the CRA immediate written notice thereof after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in Contract price or time within ten (10) calendar days. All changes resulting in a request for added time must be accompanied by a Time Impact Analysis.

Changes in the scope of work may be accomplished by change order, construction change directive, or field order. Any one of these documents shall be interpreted as further instruction from the CRA.

A change order shall be based upon agreement between the CRA and the Contractor; a construction change directive may or may not be agreed to by the Contractor; a field order for a minor change in the work may be issued by the CRA.

Changes in the work shall be performed under applicable provisions of the Contract documents, and the Contractor shall proceed promptly, unless otherwise provided in the change order, construction change directive, or field order.

A change order will be prepared and signed by the CRA and Contractor, stating their agreement upon all of the following:

- a. a change in the scope of work;
- b. the amount of the adjustment in the Contract price, if any; and
- c. the extent of the adjustment in the Contract time, if any.

The issuance of a change order shall be full and final settlement for any issue or item addressed in the change order. No change order will be accepted or processed with any "reservation of rights" notations or clauses.

30. FAILURE TO DELIVER OR COMPLETE WORK

Should the Contractor fail to deliver or complete the work within the time stated in the Contract, it is hereby agreed and understood that the CRA reserves the authority to cancel the Contract with the Contractor and secure the services of another vendor to purchase the items or complete the work. If the CRA exercises this authority, the CRA shall be responsible for paying the Contractor for work which was completed and items delivered and accepted by the CRA in accordance with the Contract specifications. The CRA may, at its option, demand payment from the Contractor, through an invoice or credit memo, for any additional costs over and beyond the

original Contract price, which were incurred by the CRA, as a result of having to secure the services of another vendor.

31. WORK COVERED BY CONTRACT DOCUMENTS

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations, including any required permitting, to construct and complete the exterior improvements, including but not limited to, stucco repair, painting, window replacements, door replacements, signage replacements, and electrical improvements for the CRA as described and specified further in this ITB, Exhibits, Addenda, or Amendments to the Contract Documents.

Except as specifically noted, the Contractor shall provide and pay for:

- a. Labor, materials, tools, construction equipment, and machinery.
- b. Water and utilities required for construction.
- c. Other facilities and services necessary including: all required testing, and for proper execution and completion of the scope of work required for the Project.

The Contractor shall comply with all Federal, State, local codes, ordinances, rules, regulations, orders, permits and other legal requirements of the CRA.

32. OTHER FORMS OR DOCUMENTS

If the CRA is required by the Contractor to complete and execute any other forms or documents in relation to this Bid Solicitation, the terms, conditions, and requirements in this Bid Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Contractor's forms or documents.

33. SILTATION AND BANK EROSION

The Contractor shall take adequate precautions to minimize siltation and bank erosion in the vicinity of canals or ditches, in discharging well point systems, or during other construction activities.

34. STORAGE OF MATERIALS

Suitable storage facilities shall be furnished by the Contractor. All materials, supplies and equipment intended for use in the work to complete the Project shall be suitably stored by the Contractor to prevent damage from exposure, admixture with foreign substances, vandalism, or other cause. All hazardous materials must be stored in compliance with all pertinent requirements concerning their safe use and storage. The CRA will refuse to accept, or sample for testing, materials, supplies or equipment that have been improperly stored, as determined by the CRA.

Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in manner acceptable to the CRA before any payment for same will be made. Materials strung out along the line of construction will not be allowed unless the materials will be installed within one (1) week from the time of unloading and stringing out.

35. PRESERVATION OF PROPERTY

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the CRA.

In case of failure on the part of the Contractor to restore such property, or make good such damage for injury, the CRA may, after 48 hours' notice to the Contractor, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under the resultant contract.

36. PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times so conduct its work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road, street, or parking area shall be closed to the public, except with the permission of the CRA and any other jurisdictional governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the Contractor to ensure public access to sidewalks, parking, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. No open excavation shall be left overnight. All open excavation within the roadway shall be backfilled and a temporary asphalt patch applied prior to darkness each day. A cold asphalt patch is acceptable.

37. SAFETY AND OSHA COMPLIANCE

The Contractor shall comply in all respects with all Federal, State and local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

The Contractor shall comply in all respects with the applicable Workers' Compensation Law.

38. CONTRACTOR'S USE OF PREMISES

The Contractor shall coordinate use of Project Site and other work areas under direction of CRA Staff. The Contractor may request complete use of the Project Site from the CRA. The Contractor shall not use any private property, municipal property, or CRA property outside of the Project Site not governed by a Temporary Construction Easement, License Agreement, or other legally binding agreement allowing such use.

The Contractor shall assume full responsibility for the protection and safekeeping of equipment and materials stored on the Project Site.

The Contractor shall move any stored products, materials, equipment, etc. that is under the Contractor's control, that interferes with the operations of the CRA or impedes public access to sidewalks, parking, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

END OF SECTION 2

SECTION 3: SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

GENERAL SCOPE OF WORK

The Contractor shall furnish all labor, equipment, materials, and perform all operations necessary to provide the construction services necessary to complete the construction of the required exterior improvements for a commercial building located at 102 NW 5th Avenue, Delray Beach, Florida, 33444, for the CRA in accordance with the Florida Building Code and the City of Delray Beach construction standards, and in accordance with, the documents contained in this ITB.

2. PROJECT BACKGROUND

The Project Site is a CRA-owned one-story commercial property located in the Northwest Neighborhood of The Set at 102 NW 5th Avenue on the Historic NW/SW 5th Avenue commercial corridor.

The CRA purchased this property in March 2024 and recently completed a roof and gutter replacement in December 2024.

3. PROJECT DESCRIPTION

The Project involves the construction of the following exterior improvements, and work related to the exterior improvements:

- Exterior stucco repairs, including inspecting the condition of the entire building, removing damaged stucco, addressing any water intrusion and mold/mildew issues, repairing any and all cracks, gaps, etc.
- Exterior painting of the entire building in the existing color(s) to include preparing the entire building before painting (removing chipped/peeling paint, pressure washing, removing signage, protecting surfaces that will not be receiving any paint, etc.), cleaning any splattered paint, reinstalling all signage. Exterior painting shall include at minimum one (1) coat of primer and two (2) coats of paint color. Paint used shall be suitable for the building material durable, and weather-resistant.
- Replacing all current windows with hurricane impact rated windows (commercial use; no tinting).
- Replacing all current doors (commercial use; no tinting). All doors need to mimic the current style - front doors will be hurricane impact rated glass; back doors do not need to be glass but will still need to be hurricane impact, with the addition of also being fire-rated.
- Addressing any water intrusion, air infiltration issues from window and door openings.
- Replacing current exterior tenant signage (plaque-style signed that is affixed to the building) to match current style.
- Inspecting and repairing exterior electrical outlets and lighting.
- Latent issues that are discovered during the course of work, and not functions and/or work related to or required to satisfactorily complete the Scope of Work, shall be considered through the Change Order process.

The Contractor will be responsible for any necessary utility coordination.

The Contractor will be responsible for obtaining any City Board approvals, and any permit approvals. Any required permits will be paid for by the CRA; this cost shall not be included in the Bid Price. Any required permits will be prepared by and submitted for by the Contractor when the Notice to Proceed is issued by the CRA.

The Contractor will be responsible for obtaining the necessary agreements for staging and parking purposes.

The Contractor and the CRA will attend meetings, in person or virtually, for the purpose of providing status updates on the Project. Meetings will be coordinated by the CRA.

The Scope of Work contained within this ITB describe the various functions and classes of work required as necessary for the completion of the work described in this ITB. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Contractor from furnishing, installing, or performing such work where required to the satisfactory completion of the scope of work as described in this ITB.

4. REQUIREMENTS

- a. Working hours for this Project shall be:
 - i. 8:00 a.m. EST to 5:00 p.m. EST Monday through Friday, except holidays
 - ii. 8:00 a.m. EST to 5:00 p.m. EST Saturday, if required and previously requested by the Contractor and approved by the CRA.
- b. Pay Applications shall be reviewed and approved by the CRA prior to submitting to the CRA.
- Inspections shall be coordinated with all parties (CRA and Contractor) at least 5 business days in advance. Inspections shall occur during regular business hours (8:00 a.m. EST to 5:00 p.m. EST Monday through Friday, except holidays.) Documentation of inspection shall accompany every Pay Application.

5. PROJECT TIMELINE

The Contractor agrees to complete the Project within the timeframe designated by the CRA. The Contractor shall agree to complete the Project no later than six (6) months after the Notice to Proceed is issued. The CRA, at its discretion, may allow for time extensions for unforeseen and unexpected delays.

The anticipated start date for the Project will occur shortly after the CRA Board awards a contract and a contract is fully executed by the Awarded Bidder and the CRA.

END OF SECTION 3

SECTION 4: MINIMUM QUALIFICATIONS

Along with information requested elsewhere in this ITB, Bidders shall submit information and documentation requested in this Section that confirms it meets the minimum qualification requirements.

1. Bidder has a State of Florida General Contractor's license, or a current certificate of competency issued by Palm Beach County Examining Board having jurisdiction over licensing of Contractors in the type of work involved in this Bid Solicitation.

<u>Provide supporting documentation in the form of a copy of license(s) and/or certificates that the Bidder meets this qualification:</u>

- a. Certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contract as the qualifying agent.
- 2. Bidder must have been in business under its current business name for a minimum of five (5) years prior to the Bid Submission Due Date and Time.

<u>Provide supporting documentation (e.g. state, county, city business license; occupational</u> license) that confirms Bidder meets this qualification:

- a. In business under current business name for a minimum of five (5) years prior to the Bid Submission Due Date and Time.
- 3. <u>Provide proof that Bidder is registered with the State of Florida, Division of Corporations to do business in Florida.</u>
- 4. Provide proof that Bidder has a City of Delray Beach Business Tax Receipt.
 - Note: If Bidder does not have a City of Delray Beach Business Tax Receipt at the time of Bid Submission, Awarded Bidder will be required to obtain a City of Delray Beach Business Tax Receipt prior to finalization of the Contract.
- 5. Bidder has no reported conflict of interests in relation to this ITB. No additional documentation is required. The CRA will verify from Bidder's Conflict of Interest Disclosure Form.
- 6. Bidder shall have experience as the Prime Contractor for at least three (3) completed or currently ongoing projects of similar size, scope, and complexity (e.g., new commercial building structures), within the last seven (7) years. Bidder must have a proven record of successfully completing or working on new commercial building projects, and preferably a record of completing or working on public construction projects. Bidder must have a proven track record of coordinating trades required for structural, mechanical, plumbing, and electrical work required for new commercial buildings.

- a. <u>Bidder must provide at least three (3) Project Reference Forms for the aforementioned projects used to prove experience</u> and indicate: a) Bidder's role and responsibilities for the listed project; b) client's name and address including a contact person, email address, and phone number for reference verification; c) description of the project and work completed; d) total dollar value of the contract; e) contract duration; f) Bidder's team members on the reference project and whether those team members will be a part of this Project identified in this Bid Solicitation; and g) for completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and include available performance evaluations;
- 7. Bidder is NOT listed on the Florida Department of Management Services, Convicted Vendor List as defined in Florida Statute Section 287.133(3)(d). No documentation from Bidder is required. The CRA will verify the status.
- 8. Bidder Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies. Provide an executed copy of the Scrutinized Company Certification form included in this RFP. The CRA will verify status.
- 9. <u>Bidder shall provide a short narrative which shall include a general introduction statement, a brief overview of the Bidder and its team members (including subconsultants), and why the Bidder is the most qualified for this Project.</u>
- 10. <u>Bidder shall provide the names, roles, responsibilities, and experience of all subcontractors to be used for this Project.</u>
 - a. Bidders must provide all applicable Certificate of Competency(ies) issued to the subcontractor(s).

END OF SECTION 4

SECTION 5: BID FORMS AND AFFIDAVITS

BID FORMS AND AFFIDAVITS

The forms listed below <u>shall</u> be completed by an authorized agent of the Bidder having legal authorization to contractually bind the Bidder's company or firm. Each signature/acknowledgement represents a binding commitment upon the Bidder to provide the goods and/or services offered to the CRA if the Bidder is awarded the Contract.

- 1. Bid Submittal Page
- 2. Solicitation Summary Form
- 3. Acknowledgement of Addenda
- 4. Bid Submittal Signature Page
- 5. Bid Pricing Form (Schedule of Values)
- 6. Conflict of Interest Disclosure Form
- 7. Scrutinized Companies Certification Pursuant to Florida Statutes § 287.135
- 8. Notification of Public Entity Crimes Law
- 9. Notification of Public Records Law
- 10. Drug-Free Workplace
- 11. Non-Collusion Affidavit
- 12. E-Verify Affidavit
- 13. Sample Bid Bond (Example of Required Bid Bond to be submitted)

BID SUBMITTAL PAGE

This Bid Submittal Page and all following pages shall be included in the original Bid package.

Please also include any additional information or documentation as required by this ITB.

INSTRUCTIONS

Sealed Bids must be received by the CRA on or before the Bid Submission Due Date and Time via hard copy at the CRA Office, located at 20 N. Swinton Avenue, Delray Beach, Florida 33444. Normal business hours are 8:00 AM EST to 5:00 PM EST, Monday through Friday, except holidays. All Bids will be publicly opened at the CRA Office immediately after the Bid Submission Due Date and Time unless otherwise specified.

Each Bid submitted to the CRA shall have the following information clearly marked on the face of the package: Bidder's name, return address, ITB number, Bid Submission Due Date, and the title of the Bid. Included in the package shall be one (1) hard copy clearly identified as the "Original" that include signed originals of all required forms, and one (1) electronic version of the Bid on a Universal Serial Bus (USB) drive in legible and searchable PDF format. If any of the required forms are not included in the Bid and/or are not signed or if any of the required information is not included in the Bid, the CRA may deem the Bid non-responsive. Bids deemed non-responsive are not evaluated or considered by the CRA.

ITB CRA No.: 2025-02

Title: CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED

COMMERCIAL BUILDING LOCATED AT 102 NW 5TH AVENUE

Due Date and Time: April 17, 2025 @ 4:00 PM EST

Name of Bidder

SOLICITATION SUMMARY FORM

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Bid Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the CRA determines that the information contained in your Bid is different from the information on this Solicitation Summary Form, the CRA reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Bid Number:	ITB CRA No. 2025-02
Title:	CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA OWNED COMMERCIAL BUILDING LOCATED AT 102 NW 5TH AVENUE
Due Date and Time:	April 17, 2025 @ 4:00PM EST
Name of Bidder:	
Address:	
Bid Amount:	\$
Written Bid Amount:	
Authorized Agent:	
Authorized Agent Signature:	
Date:	

By signing and submitting this Solicitation Summary Form, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the Bidder's Bid to the Delray Beach Community Redevelopment Agency.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE SEALED PACKAGE CONTAINING YOUR BID.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES, AND SIGN

PART I: List below the dates of issue for each addendum received in connection with this Solicitation: Addendum #1, Dated ______ Addendum #3, Dated ______ Addendum #4, Dated ______ Addendum #5, Dated ______ Addendum #6, Dated ______ Addendum #7, Dated ______ Addendum #8, Dated ______

PART II:
☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION
Name of Bidder
Authorized Agent Signature
Name and Title of Authorized Agent (Print or Type)

BID SUBMITTAL SIGNATURE PAGE

By signing this Bid, the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Delray Beach Community Redevelopment Agency, including all Conflict of Interest and Code of Ethics provisions.

Name of Bidder:
Street Address:
Mailing Address (if different than Street Address):
Telephone Number(s):
Fax Number(s):
Email Address:
Federal Employer Identification Number:
Prompt Payment Terms:% days' netdays
Signature:(Signature of Authorized Agent)
Authorized Agent Name:
Title:

By signing this document, the Bidder agrees to all Terms and Conditions of this Bid Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS BID SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

BID PRICING FORM

1.	DI	RI	\sim 1	
1.	М	ΠI	L.I	Г

Bidder shall indicate the firm and fixed price offered to the Delray Beach Community Redevelopment Agency for the work described in this Bid Solicitation.

2. SCHEDULE OF VALUES

Bidder shall submit a schedule of values that provides detailed and thorough breakdowns for the entire Scope of Work supporting the Bid Price.

3. PROJECT COMPLETION

Bidder agrees that the work will be finally complete **no later than six (6) months** from the date of issuance of the Notice to Proceed.

BID PRICE:	
\$	
DOLLAR AMOUNT	
WRITTEN DOLLAR AMOUNT	
Bidder Name	
Authorized Agent Signature	Date
Printed Name and Title	

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of Delray Beach Community Redevelopment Agency ("CRA").

Furthermore, all Bidders must disclose the name of any CRA employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the CRA the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

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 CRA duty or responsibility in administration, management, instruction, research, or other professional activities.

Diagon shock and of the following statements and attach additional decumentation if necessary

Please Ch	neck one of the following statements and attach additional documentation if necessary.
	To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.
	The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.
Acknowle	edged by:
B	Bidder Name
_ A	Authorized Agent Signature
<u>-</u> N	Name and Title (Print or Type)
_	Date

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO FLORIDA STATUTES § 287.135

I,, on behalf	of
Print Name and Title	Company Name
certify that	does not:
Company Nan	ne

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The Delray Beach Community Redevelopment Agency ("DBCRA") shall provide notice, in writing, to the Contractor of the DBCRA's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the DBCRA's determination of false certification was made in error then the DBCRA shall have the right to terminate the contract and seek civil remedies pursuant to *Florida Statutes* § 287.135.

Section 287.135, Florida Statutes, prohibits the DBCRA from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the DBCRA for goods or services may be terminated at the option of

the DBCRA if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME		
SIGNATURE		
PRINT NAME		
TITLE		

Must be executed and returned with the Bid to be considered.

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you 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 Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, 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 Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Bidder Name		
2.000		
Authorized Agent Signature	 	
Name and Title (Print or Type)		

PUBLIC RECORDS LAW

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, Florida Statutes

Pursuant to Chapter 119, Florida Statutes, Contractor shall comply with the public records law by keeping and maintaining public records required by the Delray Beach Community Redevelopment Agency ("CRA") in order to perform the service. Upon request from the CRA custodian of public records, contract shall provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract If the Contractor does not transfer the records to the CRA. Contractor upon completion of the contract, shall transfer, at no cost, to the CRA all public records in possession of the Contractor or keep and maintain public records required by the CRA in order to perform the service. If the Contractor transfers all public records to the CRA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE AWARDED BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHRISTINE TIBBS, AT THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, 20 N. SWINTON AVE., DELRAY BEACH FLORIDA AND MAY BE CONTACTED BY PHONE AT 561-276-8640 OR VIA EMAIL AT TIBBSC@MYDELRAYBEACH.COM.

Bidder Name	
Authorized Agent Signature	
Name and Title (Print or Type)	

DRUG-FREE WORKPLACE

	is a drug-free workplace and has
(Company Name)	
a substance abuse policy in accordance with and pursuant to Sec	tion 440.102, Florida Statutes.
Acknowledged by:	
Acknowledged by.	
Bidder Name	
Authorized Agent Signature	
Authorized Agent Signature	
Name and Title (Print or Type)	
Data	
Date	

NON-COLLUSION AFFIDAVIT

	E OF ITY OF		
	_	hority, personally appeared, deposes and says of his/her personal knowledge that:	, who,
aiteii			
a.	He/She is that has submitted a Bid	of, the operform work for the following:	e Bidder
	ITB CRA No.:		
b.		respecting the preparation and contents of the attached Rec circumstances respecting such Solicitation.	quest for
	Such Bid is genuine and i	not a collusive or sham Bid.	
C.	employees, or parties is connived, or agreed, directly collusive or sham Bid in the has been submitted or contract, or has in any communication or confetthe attached Bid or any price or the Bid price or	nor any of its officers, partners, owners, agents, represe interest, including this affiant, has in any way colluded, control or indirectly, with any other Bidder, firm, or person to somection with the Solicitation and contract for which the attactorefrain from proposing in connection with such Solicitation anner, directly or indirectly, sought by agreement or collegence with any other Bidder, firm, or person to fix the price or other Bidder, or to fix any overhead, profit, or cost element of any other Bidder, or to secure through any collusion, contagreement any advantage against the CRA or any person interest.	onspired, submit a ched Bid tion and usion or prices in f the Bid nspiracy,
d.	collusion, conspiracy, co	d in the attached Bid are fair and proper and are not tainted nivance, or unlawful agreement on the part of the Bidder or a wners, employees, or parties in interest, including this affiant.	
			ignature
		ned) before me this day of , who is personally known to me or who has p as identification.	20, by
SEAL		Notary SignatureNotary Name:Notary Public (State):My Commission No:Expires on:	

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

- 2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
 - a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Delray Beach Community Redevelopment Agency ("CRA"). The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CRA; and
 - c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an

unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the CRA has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the CRA has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:									
Authorized Signatu									
Print Name:									
Title									
Date:									
Phone:									
STATE OF COUNTY OF The foregoing instrur)	d bo	foro mo by m	oans of	¬ nh	veical	pres	ence c	or 🗆 online
notarization, this	_		-			-			
			porocriamy			•			p. 0 0 0 0 0
						N	OTAI	RY PU	BLIC
			(1)	lame of N	lotary	/ Туре	d, Pri	nted o	r Stamped)
								T	itle or Rank
							Se	rial nur	mber, if any

SAMPLE BID BOND

STATE	OF FLORIDA)) SS			
COUN	ΓY OF)			
Commi	unity Redevelopment dollars Il and truly to be made and severally, firmly by	as s Agency, Florida, (\$) lawfu e, we bind ourselve	surety, are held and find hereinafter called will money of the Unite	irmly bound unto the CRA in the ed States, for the	the Delray Beach e penal sum of payment of which
	ONDITIONS OF THIS panying bid, dated				nas submitted the
С		UILDING LOCATE ray Beach Commu	/EMENTS FOR THE (ED AT 102 NW 5TH A unity Redevelopmen RA No. 2025-02	VENUE	OMMERCIAL
NOW,	THEREFORE,				
(a)	It is a condition precebid bond in the amo guarantee that Bidde for the completion of the Bid.	unt of five percent r would, if awarded	(5%) of the base bid the contract, enter in	d be submitted vento a written cont	vith said bid as a ract with the CRA
(b)	If the Principal shall within (30) days after contract with the CR sufficient surety or su of such contract, the herein stated shall be immediately upon der as liquidated damage	the prescribed form A in accordance we reties, as may be read the above obligated due and payable to mand of the CRA in s for failure thereof	ns are presented to hivith the bid as accept equired, for the faithfulation shall be void are to the CRA and the sun good and lawful more of said principal.	im for signature, ed, and give bon I performance and of no effect, curety herein agreemey of the United	enter into a written ds with good and d proper fulfillment therwise the sum es to pay said sum States of America
corpora	IN WITNESS WHERI cals, this cate party being hereto nt to authority of its government.	day of affixed, and these	, the n	ame and corpor	ate seal of each
I				(pe	erson), on behalf
of 	(sure			(Surety C	company) have
read					
and ex	amined the Performand	ce and Payment Bo			
	Signature		Date:		

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary Only will attest and affix seal)

WITNESSES:	PRINCIPAL
	(firm name) By:
Print Name:	(Signature of Authorized Officer)
Dried Name o	(W. O.)
Print Name:	(affix Seal)
	Print Name:
	Title:
	Business Address:
WITNESSES:	
	SURETY:
	(firm name) By:
Print Name:	(Signature, Attorney-in-Fact)
	(affix Seal)
Print Name:	
	Print Name:
	Business Address
	Name of Local Insurance Agency

SECTION 6: EXHIBITS

Exhibit A: Property Map and Photos

Exhibit B: Property Summary

Exhibit C: Project Reference Form

EXHIBIT A: PROPERTY MAP

Project Site is outlined in red.



Project Site Photos

Bidders are encouraged to visit the Project Site on their own time.



VIEW NW OF SUBJECT



VIEW NW OF SUBJECT



VIEW NORTHEAST OF THE SUBJECT FROM NW 1ST STREET



VIEW OF REAR OF SUBJECT BUILDING

EXHIBIT B: PROPERTY SUMMARY

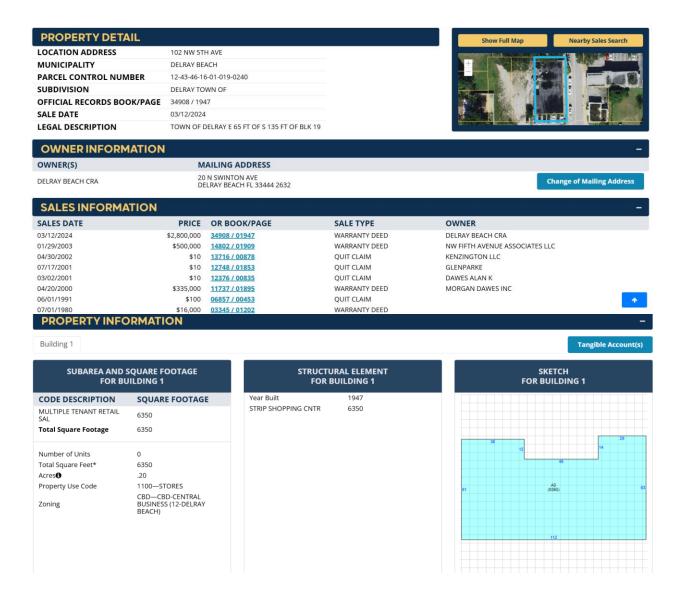


EXHIBIT C: PROJECT REFERENCE FORM

The Bidder shall complete the following information for a previously completed or currently ongoing project/work within the stipulated time, where the Bidder believes said project/work is of equal or greater scope, size, and complexity that best represents its ability to complete the "Project." The reference provided below should be for one (1) reference project and must comply with the requirements listed in the ITB.

FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

Bidder Name:				
Reference Project Name:				
Reference Project Location:				
Description of Bidder's Role on Reference Project and Services Provided. Please use an				
additional sheet (one page max), if necessary:				
Compensation for Services Provided:				
Reference Project Start Date and Completion Date:				
Reference Project Construction Cost:				
Reference Project Construction Start Date and Completion Date:				
Reference Project Completed on Time and Within Budget:				
Indicate the Bidder's team members and their roles and responsibilities on the Reference				
Project and whether they will be involved in the Project related the CRA's ITB. Please use an				
additional sheet (one page max), if necessary.				
Reference Project Contact Information				
Contact Name and Title:				
Company/Organization:				
Phone and Email:				
Bidder's Certification of Information				
By signing below, I acknowledge that the CRA reserves the right to contact the above-named				
Reference Project Contact and I certify that all information stated above is true and correct to				
the best of my knowledge.				
Authorized Acost Cignoture.				
Authorized Agent Signature:				
Authorized Agent Name and Title:				
Date:				



DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

ADDENDUM NO. 1 TO

INVITATION TO BID NO. CRA 2025-02 CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED COMMERCIAL BUILDING LOCATED AT 102 NW 5th AVENUE

APRIL 10, 2025

TO ALL PROPOSERS AND OTHERS CONCERNED

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published an Invitation to Bid ("ITB") dated March 10, 2025, with respect to its intent to receive and consider Bids from qualified Bidders to construct exterior improvements for a CRA-owned commercial building located at 102 NW 5th Avenue, Delray Beach, Florida, 33444, ("Project").

The intent of this Addendum is to address questions and/or errors, and to clarify other aspects of the ITB. Bidders submitting Bids for the above-referenced ITB shall take note of the following changes, additions, deletions clarifications, etc., which shall become a part of and have precedence over anything shown or described otherwise.

MODIFICATION:

1. Section 1. General Terms and Conditions, Paragraph 5. Change of Bid, shall now read as follows:

Prior to 12:00PM EST on Thursday, April 17, 2025, a Bidder may change its previously submitted Bid by submitting a new Bid with a written letter on the Bidder's letterhead, signed by an authorized agent of the Bidder, duly notarized, and submitted to the CRA Office located at 20 N Swinton Avenue, Delray Beach, Florida, 33444, stating that the new Bid submittal replaces the original Bid submittal. The new Bid submittal shall contain the letter and all information as required for submitting a Bid. No oral modifications to a submitted Bid will be allowed. Modifications shall not be allowed after the aforementioned stated date and time.

2. Section 1. General Terms and Conditions, Paragraph 10. Cancellation of Bid Solicitation, shall now read as follows:

The CRA reserves the right to cancel, in whole or in part, this ITB at any time when it is in the best interest of the CRA which shall be determined at the sole and absolute discretion of the CRA.

3. Section 1. General Terms and Conditions, Paragraph 11. Award of Contract, Subparagraph b., shall now read as follows:

The CRA reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unacceptable, or it is otherwise determined to be in the CRA's best interest to do so.

4. Section 1. General Terms and Conditions, Paragraph 17. Bid Protest, shall now read as follows:

A Bidder that has submitted a response to this ITB and is adversely affected by the decision to award, may file a formal written protest through filing a type-written protest with the CRA office. The Bidder shall file its type-written protest with the CRA, hand delivered to the CRA Executive Director, at 20 N Swinton Avenue, Delray Beach, Florida, 33444, Monday through Friday, between the hours of 8:00 AM EST and 5:00 PM EST, excluding legal holidays. Bid Protests shall not be accepted through email. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and number of the solicitation. Additionally, the protest shall be signed by an authorized agent of the Bidder and notarized. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the CRA. The protest shall be limited to 15 type-written pages. A written protest shall not challenge the specifications, scope of work, relative weight of evaluation criteria, a formula for assigning points, any request for additional information from Bidders, to reject insufficient and unclear Bids, ranking of Bids, to negotiate a contract, to abandon negotiations, and to approve a contract.

The written protest must be received within three (3) business days from the time of initial posting of the intended award. Notice of Intent to Award shall be posted on the CRA's website, www.delraycra.org, and on BidSync, www.bidsync.com. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Bidder of all rights of protest.

The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to one percent (1%) of the protestor's Bid or five thousand dollars (\$5,000), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the Delray Beach Community Redevelopment Agency. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.

The CRA's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the CRA. The CRA Executive Director may render moot any written protest that is overtaken by events, in which case the CRA Executive Director may abate or dismiss such protest. Within ten (10) business days (excluding Saturdays, Sundays, legal holidays, and City observed holidays) of receipt of the formal written protest, the Assistant Director and CRA Legal Advisor/CRA Legal Counsel shall attempt to settle or resolve the dispute, at the Assistant Director and the CRA Legal Advisor/CRA Legal Counsel's sole discretion. A decision will be rendered in writing and shall: (1) state the reasons for the action taken; and (2) inform the protestor of its right to appeal as provided herein. A copy of the decision of the Assistant Director and the CRA Legal Advisor/CRA Legal Counsel shall be mailed or otherwise furnished immediately to the protestor.

The protesting party may appeal the decision of the Assistant Director and the CRA Legal Advisor/CRA Legal Counsel, by submitting the appeal to the CRA Executive Director within seven (7) days (excluding Saturdays, Sundays, legal holidays and CRA-observed

holidays) from the date of the written decision. The appeal shall be in writing and shall state with specificity the grounds therefore and also the action requested of the CRA Executive Director. The CRA Executive Director shall attempt to settle or resolve the matter at his/her sole option. The CRA Executive Director shall render a decision, in writing, within 10 days (excluding Saturdays, Sundays, legal holidays and City observed holidays) following receipt of the appeal.

A decision of the CRA Executive Director under this section shall be final and conclusive on the protester.

Timely submittal of a protest or appeal is required. Failure of a party to submit timely a written protest to the CRA within the time provided in this section shall constitute a waiver of such party's right to protest pursuant to this section.

Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

CLARIFICATIONS:

- 1. Please disregard the conceptual rendering signs on the exterior of the building. The required Scope of Work is contained within the ITB documents.
- 2. All exterior elements will need to match the current existing appearance of the building:
 - a. Stucco texture will need to match current texture.
 - b. Paint color for exterior walls, trim, and plaque-style tenant signage needs to match current paint colors.
 - i. For exterior paint please refer to specification section 099000 Exterior Paints and Coatings on A0.5
 - ii. Tenant names will not need to be painted onto the new plaque-style tenant signs.
 - c. All window replacements need to be hurricane impact rated windows and will need to match current window style.
 - i. Current window clings will not need to be replaced by the selected Contractor.
 - ii. Windows shall include the glass blocks. Glass blocks will need to be replaced with hurricane impact rated glass blocks in the same style.

QUESTIONS:

1. How do we secure plans for the Project?

There are currently no plans or drawings for the Scope of Work required for this Project.

2. Can you please provide a sample Performance and Payment Bond.

A sample Performance and Payment Bond is attached to this Addendum No. 1.

3. What is the budget for this Project?

The budget for this Project has not been finalized at this time.

4. <u>Is it required to relocate any exposed electrical conduit within the wall, or will using outdoor-rated (weatherproof, sunproof) conduit be acceptable?</u>

Outdoor rated conduit will be acceptable if using such conduit is accepted per City of Delray Beach and Florida Building Codes and Ordinances. All electrical components, including lighting, will need to be brought up to current Delray Beach and Florida Building Codes and Ordinances.

5. <u>Are signed and sealed drawings required for this scope of work? If so, is the contractor responsible for providing them?</u>

Whatever drawings are needed by the City of Delray Beach for any required applications and permits will need to be provided by the selected Contractor.

6. For permitting and inspections, who will be responsible for preparing and submitting the necessary construction drawings?

The selected Contractor will be responsible for preparing and submitting all necessary construction drawings, applications, etc. to the City of Delray Beach to obtain any necessary approvals and permit(s). The selected Contractor will be responsible for scheduling all necessary inspections with the City of Delray Beach and providing to the Delray Beach Community Redevelopment Agency all documentation showing passed inspections.

7. The existing wall framing, door headers, and jambs are wood. Could you please provide any structural requirements, design details, or specifications for properly installing hurricane impact-rated doors in this wood-framed construction?

Current and/or previous design and construction drawings are not available at this time. CRA staff has reached out to the City of Delray Beach to see if there are any plans on file.

All necessary design, structural, and construction details needed for the installation of windows, glass blocks, doors, etc. will need to be finalized by the selected Contractor. Any wood, wood framing, etc. that needs to be replaced and/or repaired will need to be addressed by the selected Contractor, per the Scope of Work in the ITB.

8. There is a 4" concrete step at the entrance of Shops #102 and #104, which appears to be non-compliant with ADA requirements. Are we expected to include accessibility upgrades in our scope to bring this area into compliance?

That work is not a part of the required Scope of Work at this time.

9. <u>Some sections of fascia appear to be damaged. Should we include fascia repair in our scope?</u>

Yes. Please include repairs to fascia replacement and/or repair as part of the Scope of Work.

Attachment:

Sample Performance and Payment Bond

SAMPLE SURETY PERFORMANCE AND PAYMENT BOND

		В	ona No							
By this Bond	d, We		, as	Princip	pal,	whose	principa	l business a	ddress a	nd phone
number are_						,	as Contr	actor under	the contr	act dated
	, 20	Between	Principal	and t	the	Delray	Beach	Community	Redev	elopment
Agency,	whose	principal	addre	∋ss		and	pho	one r	umber	are
						for t	he cons	struction of:		
			ITBC NC T PROJECT	ITLE						
(hereinafter	referred to as	"Contract") th	ne terms o	f whicl	h C	ontract	are inc	orporated b	y referei	nce in its
entirety into this Bond and, as Surety, whose principal busines					business					
address and	d telephone nu	umber are								the
sum of (U.S. dollars) \$, for payment of which we bind ourselves, our hei					our heirs,					
personal rep	oresentatives,	successors, an	ıd assigns,	jointly	an(d sever	ally.			
THE COND	ITION OF THIS	S BOND is that	t Principal:							

- 1. Performs, all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
- 2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract and
- 3. Pays Delray Beach CRA all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that Delray Beach CRA sustains because of a default by Principal under the Contract, including but not Limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract.

then this bond is void; otherwise, it remains in full force.

In the event that Principal **shall** fail to comply fully with, carry out and perform the terms and conditions of the Contract the Surety, following receipt of a written demand by the Obligee to correct Principal's default(s), and having failed to correct such default (s) within a reasonable time, **shall** be deemed to be in default fifteen (15) days after receipt of an additional written demand by the Obligee

to correct the Principal's default, and the Obligee **shall** be entitled to enforce any remedy against Surety available to the Obligee including, but not limited to recovery of damages for the Surety's delay.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty **shall** be deemed to be a period of one (I) year from the date of final acceptance by the Delray Beach CRA. This Bond does not limit the Delray Beach CRA 's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3) include Florida Statutes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above b	ounden parties have caused this Bond to be executed by
their appropriate officials as of the day of	, 20
	CONTRACTOR:(Contractor Name)
WITNESS:	BY: (President, Managing Partner, or Joint Venturer)
	(SEAL)
	SURETY:
FLORIDA AGENT OF	SURETY:
(Copy of Agent's current Identification Card as issued	d by State of Florida Insurance Commissioner must be attached)
WITNESS:	BY:(Attorney-in-Fact)

(CORPORATE SEAL)



DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

ADDENDUM NO. 2 TO INVITATION TO BID NO. CRA 2025-02 CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED COMMERCIAL BUILDING LOCATED AT 102 NW 5th AVENUE

APRIL 10, 2025

TO ALL PROPOSERS AND OTHERS CONCERNED

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published an Invitation to Bid ("ITB") dated March 10, 2025, with respect to its intent to receive and consider Bids from qualified Bidders to construct exterior improvements for a CRA-owned commercial building located at 102 NW 5th Avenue, Delray Beach, Florida, 33444, ("Project").

The intent of this Addendum is to address questions and/or errors, and to clarify other aspects of the ITB. Bidders submitting Bids for the above-referenced ITB shall take note of the following changes, additions, deletions clarifications, etc., which shall become a part of and have precedence over anything shown or described otherwise.

QUESTIONS:

1. Will a Performance and Payment Bond be required?

Yes. See Addendum No. 1 for a Sample Performance and Payment Bond.

2. Shops #108 and #110 appear to be unoccupied, with existing signage showing "Deli Market." Should these signs be replaced? If so, do you have new business names or placeholders we should include?

All signs should be replaced to match current style and paint color. Per Addendum No. 1, tenant names do not need to be painted on the sign by the selected Contractor.

3. <u>Can you please confirm whether Shop #106 is currently occupied for signage replacement purposes?</u>

Suite #106 is occupied. However, please see Addendum No. 1 – tenant names do not need to be painted on the sign by selected Contractor.

4. <u>Are the small light fixtures located above or near the shop fronts included in the replacement scope?</u>

Replacing <u>all</u> lighting on the exterior of the building is part of the Scope of Work.

5. There are various low-voltage wires (e.g., white, blue cables) running along the exterior. Should these be addressed as part of the electrical work, or should we limit our scope to the main electrical systems only?

Inspecting and repairing <u>all</u> electrical to meet City of Delray Beach and State of Florida Building Codes and Ordinances needs to be addressed as part of the Scope of Work.



DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

ADDENDUM NO. 3 TO INVITATION TO BID NO. CRA 2025-02 CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED COMMERCIAL BUILDING LOCATED AT 102 NW 5th AVENUE

APRIL 10, 2025

TO ALL PROPOSERS AND OTHERS CONCERNED

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published an Invitation to Bid ("ITB") dated March 10, 2025, with respect to its intent to receive and consider Bids from qualified Bidders to construct exterior improvements for a CRA-owned commercial building located at 102 NW 5th Avenue, Delray Beach, Florida, 33444, ("Project").

The intent of this Addendum is to address questions and/or errors, and to clarify other aspects of the ITB. Bidders submitting Bids for the above-referenced ITB shall take note of the following changes, additions, deletions clarifications, etc., which shall become a part of and have precedence over anything shown or described otherwise.

UPDATED ATTACHMENT:

Attached to Addendum No. 3 is a revised Sample Performance and Payment Bond. Please disregard the attachment from Addendum No. 1.

Attachment:

Revised Sample Performance and Payment Bond

SAMPLE SURETY PERFORMANCE AND PAYMENT BOND

Bond No
By this Bond,, as Principal, whose principal business address, phone
number and email address are, as acting in the
capacity of Contractor under that certain contract dated, 20 Between Principal
and the Delray Beach Community Redevelopment Agency (Delray Beach CRA), whose principal address
and phone number are for the
construction of:
ITBC NO.: XX-XXXX TITLE PROJECT NO.: XX-XX
(hereinafter referred to as "Contract") the terms of which Construction Contract are incorporated by
reference in its entirety into this Performance and Payment Bond and,
as Surety, whose principal office is located in Florida with its address and telephone number
the sum of (U.S. dollars)
\$, for payment of which the Principal and Surety bind their successors,
and assigns, jointly and severally.
THE CONDITION OF THIS BOND is that Principal shall:

- Perform, all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
- 2. Promptly make all payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract and
- Pays to the Delray Beach CRA any and all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that Delray Beach CRA sustains because of a default by Principal under the Contract, including but not Limited to a failure to honor all quarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
- Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract.

then this bond is void; otherwise, it remains in full force.

In the event that Principal **shall** fail to comply fully with, carry out and perform the terms and conditions of the Contract the Surety, following receipt of a written demand by the Delray Beach CRA to correct Principal's default(s), and having failed to correct such default (s) within thirty (30) calendar days, **shall** be deemed to be in default fifteen (15) calendar days after receipt of an additional written demand by the Obligee to correct the Principal's default, and the Delray Beach CRA **shall** be entitled to enforce any remedy against Surety available to the Delray Beach CRA including, but not limited to recovery of damages for the Surety's delay.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty **shall** be deemed to be a period of one (I) year from the date of final acceptance by the Delray Beach CRA. This Bond does not limit the Delray Beach CRA 's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3) include Florida Statutes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes and the Principal and Surety agree and acknowledge that the venue for any action brought against Principal and Surety shall lie in Palm Beach County, Florida.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bo	ounden parties have caused this Bond to be executed by
their appropriate officials as of the day of	, 20
	CONTRACTOR:(Contractor Name)
WITNESS:	BY:(President, Managing Partner, or Joint Venturer)
	(SEAL)
	SURETY:
WITNESS:	BY:(Attorney-in-Fact)

4920-7632-3636, v. 1

(CORPORATE SEAL)



Cover Letter

April 17, 2025

The Delray Beach Community Redevelopment Agency 20 N. Swinton Avenue, Delray Beach, FL 33444

Re: ITB CRA_2025-02, Construction of Exterior Improvements for 102 NW 5th Avenue

On behalf of Persons Services Corp., I am pleased to submit this Response to The Delray Beach Community Redevelopment Agency.

Persons Services Corp. (PSC) stands out as a Construction Management and General Contracting firm with over 45 years of experience managing global construction, infrastructure, industrial, and disaster recovery programs. Our team's unique blend of expertise and experience has enabled us to successfully complete demolition and construction projects for the USVI'S government and private sectors. We take pride in our reputation for delivering safe, high-quality, and performance-driven work.

Upon reviewing PSC's credentials, proven experience, and comprehensive internal capabilities, we are confident that you will appreciate how we have been able to serve some of the most demanding owners continually and have remained in business for over four decades. PSC is the ideal company to serve you as a construction manager and general contractor for the Continuing Contract for Construction Management Services once the solicitation is advertised.

I, Samantha Vincenty, certify that the ITB documents have been thoroughly reviewed and acknowledged. I affirm that all information in this submittal is complete and accurate. We have the necessary personnel, equipment, and time to ensure this commitment is unwavering.

Sincerely,

Samantha Vincenty

Regional General Manager | 954-616-5106 x339

www.personsservices.com

PERSONS

SERVICES CORP.



Response to Solicitation

Delray Beach Community Redevelopment Agency (CRA)

Exterior Improvements Commercial Building

Due: April 17, 2025 – 4:00 pm

Point of Contact:

Samantha Vincenty

svincenty@personsservices.com

954-290-8075



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Cover Letter

April 17, 2025

The Delray Beach Community Redevelopment Agency 20 N. Swinton Avenue, Delray Beach, FL 33444

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On behalf of Persons Services Corp., I am pleased to submit this Response to The Delray Beach Community Redevelopment Agency.

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Upon reviewing PSC's credentials, proven experience, and comprehensive internal capabilities, we are confident that you will appreciate how we have been able to serve some of the most demanding owners continually and have remained in business for over four decades. PSC is the ideal company to serve you as a construction manager and general contractor for the Continuing Contract for Construction Management Services once the solicitation is advertised.

I, Samantha Vincenty, certify that the ITB documents have been thoroughly reviewed and acknowledged. I affirm that all information in this submittal is complete and accurate. We have the necessary personnel, equipment, and time to ensure this commitment is unwavering.

Sincerely,

Samantha Vincenty

Regional General Manager | 954-616-5106 x339

www.personsservices.com

Persons Services Corp.



Firm Information

FIRM NAME: Persons Services Corp.

ADDRESS OF PROPOSED OFFICE IN CHARGE: 1835 S. Perimeter Rd.,

Suite 175, Fort Lauderdale, FL 33309

EMAIL ADDRESS: svincenty@personsservices.com

TELEPHONE OFFICE: (954) 616-5106 **MOBILE:** (954) 290-8075

FEDERAL I.D. NO.: 63-1237523

FLA. CORPORATE CHARTER NO.: F19000002589

WEBSITE: https://personsservices.com/

Please find attached a copy of PSC's Florida Contractor's License, a Letter of Intent from our Surety Company, and a Letter of Reference from our financial institution.

CES CORP.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VINCENTY, SAMANTHA

PERSONS SERVICES CORP 1218 CREEKSIDE DRIVE WELLINGTON FL 33414

LICENSE NUMBER: CGC1537916

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/21/2025

Do not alter this document in any form.

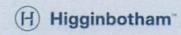
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The Delray Beach Community Redevelopment Agency ITB CRA No. 2025-02 Page 5 of 19



Surety Letter



March 31, 2025

RE: Surety Reference Letter

To Whom It May Concern:

Please be advised our agency has provided bonding for Persons Services Corp. since 2005 and bonds are currently written through United States Fire Insurance Company rated "A" class "XV" by AM Best with a U.S. Treasury listing of \$188,805,000 and licensed to do business in all 50 states. Our office is prepared to provide surety support in the amount of \$70,000,000 for any single contract and \$150,000,000 in the aggregate of outstanding contracts.

Please be advised each bond is underwritten by United States Fire Insurance Company on an individual contract basis.

Persons Services Corp. enjoys an excellent reputation in the construction industry and is a valued client of our agency and United States Fire Insurance Company. Please feel free to contact me if there are any further questions.

Sincerely,

O.M. OHSIL

O. McCrary Otts, IV, CIC, CRM Attorney-In-Fact motts@higginbotham.net

3212 Midtown Park S, Mobile, AL, 36606 | T (251) 473-4600 | F (251) 450-0032 | higginbotham.com



Banking Letter



12/3/24

RE: Persons Services Corp. 4474 Halls Mill Road Mobile, AL, 36693

Letter of Credit Reference

To whom it may concern:

Persons Services Corp. has been a customer of Regions Bank since 1999. The company maintains a depository relationship with us.

As of the date of this letter, Persons Services Corp. shows the following balances:

-Current Liquidity Balance: Mid 6 figures (Deposits are on a LOC sweep)

-Current Long-Term Note(s) Outstanding: Low 6 figures

Persons Services Corp. has established lines of credit for \$13,000,000, w/a balance of low 7 figures, expiring on 7/31/25.

The lines are secured by all business assets, and subject to a monthly borrowing base, and guaranteed by the ownership.

The client has always paid as agreed and receives an excellent letter of recommendation.

Sincerely,
Scott St. Guen
Scottie Green
Vice President – Commercial Banking
Cell – 251-391-1486
scottie.green@regions.com
11 N. Water St
29th Floor RSA Tower
Mobile, AL 36602

Assistant – Sheila Bryant <u>sheila.bryant@regions.com</u> Office - 251-434-3155



Business Structure

Persons Services Corp. (PSC) is headquartered out of Mobile, Alabama with offices across the Southeast including **Fort Lauderdale**, **FL**. Our firm is privately held with over 45 years of experience in almost all aspects of the construction industry. We take pride in our role as a premiere project solutions company, offering a comprehensive range of services. Our status as a privately owned entity allows us to adapt to each client's and project's unique needs. We provide General and Specialty Contracting Services with established trade partners and direct-hire construction services that cover the complete spectrum from engineering, civil, mechanical, piping, electrical, and instrumentation to start-up assistance in-house.

Our services are designed to deliver the most cost-effective solutions through proven project delivery systems and a best-in-class workforce. A timeline of PSC's growth is illustrated below in Figure 3.1.

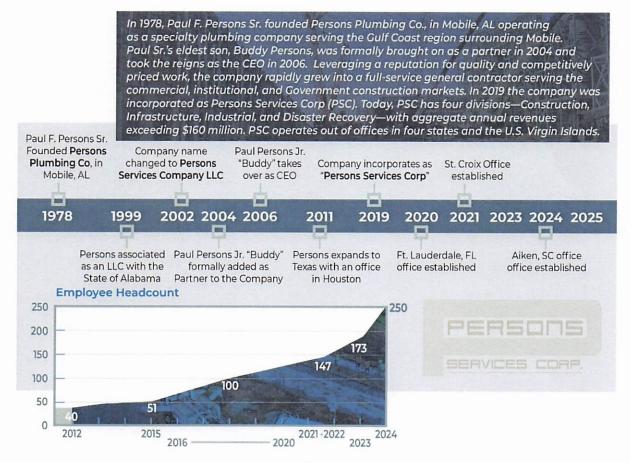


Figure 3.1. Persons Services Corp. has experienced continuous growth since its founding, expanding into a fully diversified construction firm.



Persons Services Corp. brings a unique advantage to Florida International University as our corporate umbrella includes owning and operating a steel fabrication facility, more than 750 pieces of Heavy Equipment, Trailers, Trucks and Vehicles, in addition to working with some of the latest construction technology.

When needed, we can self-perform schedule-critical work to avoid delays associated with solicitation and procurement of trades/subs, including the following:



Figure 3.2. PSC has an extensive suite of in-house capabilities to call upon as need demands.

We are proud of our continuous growth, reputation, and accomplishments. Being recognized by Engineering News Record (ENR) and other industry-leading publications as a top contractor in the US is a testament to our performance ability. PSC was recognized this year by Inc. 5000 as the 25th fastest growing company in Alabama.

Our growth and success are testaments to our core values, which promote integrity, communication, and quality above all else. Our unique differentiators include a deep level of expertise, the 'Master Builder' mentality, and a commitment to providing comprehensive project planning solutions. With unparalleled transparency, exceptional communication, and a dedication to mastery, we ensure that every construction venture becomes an empowering and gratifying experience for our clients.

The PSC team regularly delivers new vertical construction, renovation and repair projects to institutional and municipal owners across the U.S. Southeast.













Key Personnel

Equipped with a proven and collaborative approach to the unique needs of institutional construction, PSC stands ready to deliver exceptional Construction Manager at Risk services to Florida International University. PSC built our key personnel team and organizational structure to inject energy, a sense of urgency, and drive for continuous improvement into our approach.

Our project team will operate under the oversight of a PSC Project Executive Samantha Vincenty. Samantha is the Regional General Manager of our Southeast and Caribbean group and will support the management team with unfettered access to any corporate resources that Project Manager (PM) Thelma Fay may require to deliver this project to the City at the highest level of customer satisfaction.

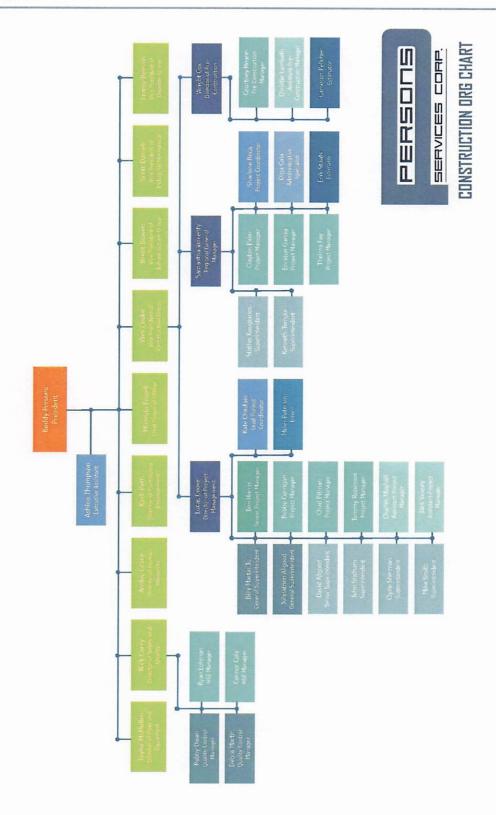
An Organization Chart illustrating the full resources of our Construction Group is located on the following page.

PM Thelma will lead the project team with the administrative support of Project Coordinator Sharlene Roca and onsite support of Superintendent Stathis Kougianos. The project will operate with the input, direction, and guidance of General Superintendent Billy Martin Jr. and Director of Project Management Lucas Cooke.

- **Project Executive Samantha Vincenty** has led construction teams to success for more than 20 years, with specialized experience in CMAR project delivery.
- **Project Manager** *Thelma Fay* has 15 years of industry experience, and has delivered complex design-build projects along Florida's southeast coast from Miami Beach to the Town of Jupiter.
- **General Superintendent** *Billy Martin Jr.* is one of PSC's most accomplished and senior superintendents with over 30 years of experience delivering multi-million dollar industrial and commercial projects to municipal and private clients.
- **Site Superintendent Stathis Kougianos** is a quality-dedicated construction professional with more than two decades of experience guaranteeing clean, safe, and organized jobsites.

Please find resumes for the key personnel to be assigned to this project located in the following pages









BACKGROUND EDUCATION Western Governor's University, MBA, Healthcare Management City University of New York, BA, Communications

YEARS EXPERIENCE Industry - 20

CERTIFICATIONS LEED Accredited OSHPD & AHCA

SAMANTHA VINCENTY

Project Executive

Samantha has more than 20 years of management experience in the construction industry. She is a talented team lead, providing operations, estimating, scheduling, team building, and management support to complex projects with rigorous deadlines. She has numerous years of experience with municipal construction and CMAR project delivery.

Based out of PSC's Fort Lauderdale Office, in her role as Project Executive for this contract, Samantha will support the management team with unfettered access to any corporate resources needed to deliver this project to the University at the highest level of customer satisfaction.

EXPERIENCE

GFI CAPITAL RESOURCES

The Ritz-Carlton Residences The Villa Collection Miami Beach, FL

CITY OF TAMARAC

Colony West Clubhouse/Cart Barn Tamarac, FL

AD1 GLOBAL

Fairfield Inn & Suites Tamarac, FL

TOWN OF JUPITER

City Hall Phase 2 Jupiter, FL

JACKSON MEMORIAL

Labor + Delivery OR Remodel Miami, FL

MIAMA DADE COLLEGE

MDC West Campus Doral, FL

HUDSON CAPITAL GROUP

Quay Plaza Fort Lauderdale, FL

TOWN OF DAVIE

Davie Boys & Girls Club Davie, FL

CITY OF POMPANO BEACH

Ali Cultural Center Pompano Beach, FL

RIVERSIDE HOTEL

Spa + Amenities Center Miami Beach, FL





BACKGROUND EDUCATION University College Dublin, Ireland, BA, Economics and Social Policy with Honors

YEARS EXPERIENCE Industry – 15

THELMA FAY

Project Manager

Thelma has 15 years of construction experience. Her responsibilities include understanding each project's intricacies, budgeting, sequencing and scheduling required to meet the quality and construction timeframes necessary to complete each project successfully.

Additional duties include evaluating and issuing scopes of work for all subcontractors, coordinating and managing all necessary resources throughout the construction project, managing and maintaining the project budget and ensuring project deliverables are on time and within budget. She has experience with certified payroll and owner direct purchases.

Thelma has a finance background and worked in construction loan banking before beginning her construction career in 2010. She is a results-focused, proactive team member who excels at managing multiple projects from concept through completion. She is responsible for the entire project team, maintaining RFI's, submittals and coordination with the field as well as communication with subcontractors.

EXPERIENCE

GFI CAPITAL RESOURCES

The Ritz-Carlton Residences The Villa Collection Miami Beach, FL

CITY OF TAMARAC

Colony West Clubhouse/Cart Barn Tamarac, FL

AD1 GLOBAL

Fairfield Inn & Suites Tamarac, FL

TOWN OF JUPITER

City Hall Phase 2 Jupiter, FL

1116 LOVE STREET, LLC

Love Street Mixed-Use Jupiter, FL

ELLIS DIVERSIFIED

Wilton Manors Station Winton Manors, FL

TOWN OF DAVIE

Davie Boys & Girls Club Davie, FL

CITY OF POMPANO BEACH

Ali Cultural Center Pompano Beach, FL





BACKGROUND EXPERTISE

- Institutional Facility Construction
- Education Facility Construction
- Site Safety
- OSHA Compliance

CERTIFICATIONS

- AGC Certification
- OSHA 30-Hour
- OSHA 10-Hour
- OSHA 1926 Review Training, Project Accident Investigation
- Construction Education Foundation Inc. 30-Hour Safety Training
- MSHA Safety Training
- Quoin Stormwater Management
- McCarthy Building Management and Leadership
- Certified Lead Testing and Abatement
- Crane and Rigging Safety
- Confined Space Training

BILLY MARTIN, JR.

General Superintendent

Billy has more than 30 years of experience in the construction industry. His diverse portfolio of successful commercial and industrial projects includes New School Facilities, Office Complexes, Medical Facilities, Detention Centers, Mixed-Use Retail Construction, Aviation, Multi-Family, and Hospitality among others.

Solution-oriented, Mr. Martin is highly experienced in site logistics, job site quality, scheduling, labor relations, and customer management.

As General Superintendent, Billy provides day-to-day team leadership, ensuring projects are completed on time and in line with quality and safety standards.

EXPERIENCE

BALDWIN COUNTY SCHOOL BOARD

Robertsdale High School Addition Robertsdale, AL

DFW INTERNATIONAL AIRPORT

Terminal D Expansion Dallas, TX

DALLAS COUNTY

Southwestern Institute of Forensic Sciences (SWIFS) Dallas, TX

CITY OF DAPHNE

Daphne Justice Center Daphne, AL

BLUE CROSS BLUE SHIELD

Corporate Headquarters Richardson, TX

DALLAS COUNTY

Detention Center S Tower Dallas, TX

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT

Cypress Fairbanks ISD High School Cypress, TX

AIRPORT AUTHORITY OF THE CITY OF GULF SHORES

Gulf Shores Airport New Terminal Gulf Shores, AL





BACKGROUND EDUCATION TEE Fitila College, Greece, BA, Business Administration and Management

LANGUAGES

- English
- Greek
- Spanish

CERTIFICATIONS

- OSHA 30-Hour
- Procore Superintendent & Administrator Certified

STATHIS KOUGIANOS

Superintendent

Stathis has more than two decades of experience as a construction superintendent within multiple building fields. He is a dependable and safety-oriented site manager who is dedicated to building client relationships through quality workmanship.

Responsible for the day-to-day site operations of the jobsite, Stathis ensures the efficiency and safety of the workforce. He coordinates with suppliers and subcontractors, performs inspections, ensures 100% OSHA compliance, photodocuments project progress, and produces daily progress reports.

Successful in directing workforces and executing deadlines, he keeps jobs on schedule, within budget, and without safety incidents.

EXPERIENCE

CITY OF POMPANO BEACH Ali Cultural Center

Pompano Beach, FL

TOWN OF JUPITER

City Hall Phase 2 Jupiter, FL

TOWN OF DAVIE

Boys & Girls Club Davie, FL

ADDITIONAL EXPERIENCE

TRINITY CONSTRUCTION GROUP

Lead Superintendent

RCC ASSOCIATES

Superintendent

GOMEZ CONSTRUCTION

Lead Superintendent

COASTAL CONSTRUCTION

Superintendent





BACKGROUND EDUCATION Miami Dade College Computer Operations

YEARS EXPERIENCE Industry – 15

SHARLENE ROCA

Project Administrator

As Project Administrator, Sharlene is an integral member of the project team responsible for delivering building development projects of varying size and complexity. She is responsible for all aspects of construction and administration alongside accounting. Utilizing Procore, Sharlene works closely with project leadership to manage financial controls and reporting for the project budget, assembling contracts and change orders. Sharlene excels as a team player with demonstrated interpersonal and organizational skills.

EXPERIENCE

MIAMI DADE COLLEGE

MDC West Campus Doral, FL

MIAMI DADE COUNTY SCHOOLS

International Studies Preparatory Academy "ISPA" Coral Gables, FL

TOWN OF JUPITER

City Hall Phase 2 Jupiter, FL

1116 LOVE STREET LLC

Love Street Mixed-Use Jupiter, FL

BROWARD COLLEGE

Broward College Fort Lauderdale, FL

TOWN OF DAVIE

Davie Boys & Girls Club Davie, FL

CITY OF POMPANO BEACH

Ali Cultural Center Pompano Beach, FL

CITY OF TAMARAC

Colony West Clubhouse/ Cart Barn Tamarac, FL



Litigation

Persons Services Corp. has never been involved in any litigation regarding our project owners.

Equal Opportunity Statement

Persons Services Corp. is an equal opportunity employer. We do not and will not discriminate against any person, employee, or applicant for employment on account of age, race, creed, religion, color, sex, sexual orientation, disability, national origin, marital status, or political affiliation. Persons Services Corp. is committed to fostering an inclusive workplace where all individuals are treated with respect and dignity.

Minority/Women's Participation

Persons Services Corp. supports and encourages the active participation of minority-owned businesses, women-owned business enterprises, and labor surplus area firms in all aspects of our operations and contracting opportunities, in accordance with U.S. Code of Federal Regulations 2 CFR 200.321. We are committed to taking affirmative steps to ensure these businesses have the opportunity to compete for and participate in our projects.

Whenever possible, Persons Services Corp. will:

- Solicit small and minority businesses and women's business enterprises as potential sources.
- Divide total requirements, when economically feasible, into smaller tasks or quantities to allow maximum participation by small and minority businesses and women's business enterprises.
- Establish delivery schedules, where feasible, that encourage participation by these enterprises.

We also require any subcontractors we engage to take these same affirmative steps to promote inclusive participation.



Required Forms

Please find attached on the following pages the forms required by the solicitation.

- Bid Submittal Page
- Solicitation Summary Form
- Acknowledgement of Addenda
- Bid Submittal Signature Page
- Bid Pricing Form
- Conflict of Interest Disclosure Form
- Scrutinized Companies Certification
- Notification of Public Entity Crimes Law
- Public Records Law
- Drug-Free Workplace
- Non-Collusion Affidavit
- Bid Bond + Surety Letter
- Exhibit C: Projects References Forms
- PSC_Certificate of Incorporation
- PSC_Business Tax Receipt

BID SUBMITTAL PAGE

This Bid Submittal Page and all following pages shall be included in the original Bid package.

Please also include any additional information or documentation as required by this ITB.

INSTRUCTIONS

Sealed Bids must be received by the CRA on or before the Bid Submission Due Date and Time via hard copy at the CRA Office, located at 20 N. Swinton Avenue, Delray Beach, Florida 33444. Normal business hours are 8:00 AM EST to 5:00 PM EST, Monday through Friday, except holidays. All Bids will be publicly opened at the CRA Office immediately after the Bid Submission Due Date and Time unless otherwise specified.

Each Bid submitted to the CRA shall have the following information clearly marked on the face of the package: Bidder's name, return address, ITB number, Bid Submission Due Date, and the title of the Bid. Included in the package shall be one (1) hard copy clearly identified as the "Original" that include signed originals of all required forms, and one (1) electronic version of the Bid on a Universal Serial Bus (USB) drive in legible and searchable PDF format. If any of the required forms are not included in the Bid and/or are not signed or if any of the required information is not included in the Bid, the CRA may deem the Bid non-responsive. Bids deemed non-responsive are not evaluated or considered by the CRA.

ITB CRA No.: 2025-02

Title: CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED

COMMERCIAL BUILDING LOCATED AT 102 NW 5TH AVENUE

Due Date and Time: April 17, 2025 @ 4:00 PM EST

Persons Services Corp.

Name of Bidder

SOLICITATION SUMMARY FORM

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Bid Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the CRA determines that the information contained in your Bid is different from the information on this Solicitation Summary Form, the CRA reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Bid Number:

ITB CRA No. 2025-02

Title:

CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-

OWNED COMMERCIAL BUILDING LOCATED AT 102 NW 5TH

AVENUE

Due Date and Time:

April 17, 2025 @ 4:00PM EST

Name of Bidder:

Persons Services Corp.

Address:

1835 S. Perimeter Rd, suite 175, Fort Lauderdale, FL 33309

Bid Amount:

\$ 327,099.00

Written Bid Amount:

Three hundred twenty-seven thousand ninety-nine dollars

Authorized Agent:

Samantha Vincenty

Authorized Agent Signature:

Date:

April 17, 2025

By signing and submitting this Solicitation Summary Form, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the Bidder's Bid to the Delray Beach Community Redevelopment Agency.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE SEALED PACKAGE CONTAINING YOUR BID.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES, AND SIGN

PART I:				
List below the dates of issue for each addendum received in connection with this Solicitation:				
Addendum #1, Dated April 10, 2025				
Addendum #2, Dated April 10, 2025				
Addendum #3, Dated April 10, 2025				
Addendum #4, Dated				
Addendum #5, Dated				
Addendum #6, Dated				
Addendum #7, Dated				
Addendum #8, Dated				
PART II:				
NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION				
Persons Services Corp.				
Name of Bidder				
JUMMANU VIMENTA				
Authorized Agent Signature				
Samantha Vincenty - Regional General Manager				
Name and Title of Authorized Agent (Print or Type)				
April 17, 2025				
Date				

BID SUBMITTAL SIGNATURE PAGE

By signing this Bid, the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Delray Beach Community Redevelopment Agency, including all Conflict of Interest and Code of Ethics provisions.

Name of Bidder:
Persons Services Corp.
Street Address:
1835 S. Perimeter Rd, suite 175, Fort Lauderdale, FL 33309
Mailing Address (if different than Street Address):
Telephone Number(s): 954-616-5106
Fax Number(s):
Email Address: svincenty@personsservices.com
Federal Employer Identification Number: 63-1237523
Prompt Payment Terms:% days' net 30 days
Signature: (Signature of Authorized Agent
Authorized Agent Name: Samantha Vincenty
Title: Regional General Manager

By signing this document, the Bidder agrees to all Terms and Conditions of this Bid Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS BID SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

BID PRICING FORM

1. PRICE

Bidder shall indicate the firm and fixed price offered to the Delray Beach Community Redevelopment Agency for the work described in this Bid Solicitation.

2. SCHEDULE OF VALUES

<u>Bidder shall submit a schedule of values that provides detailed and thorough breakdowns for</u> the entire Scope of Work supporting the Bid Price.

3. PROJECT COMPLETION

Bidder agrees that the work will be finally complete **no later than six (6) months** from the date of issuance of the Notice to Proceed.

BID	PRI	CE:
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\$ 327,099.00

DOLLAR AMOUNT

Three hundred twenty-seven thousand ninety-nine dollars

WRITTEN DOLLAR AMOUNT

Persons Services Corp.

Bidder Name

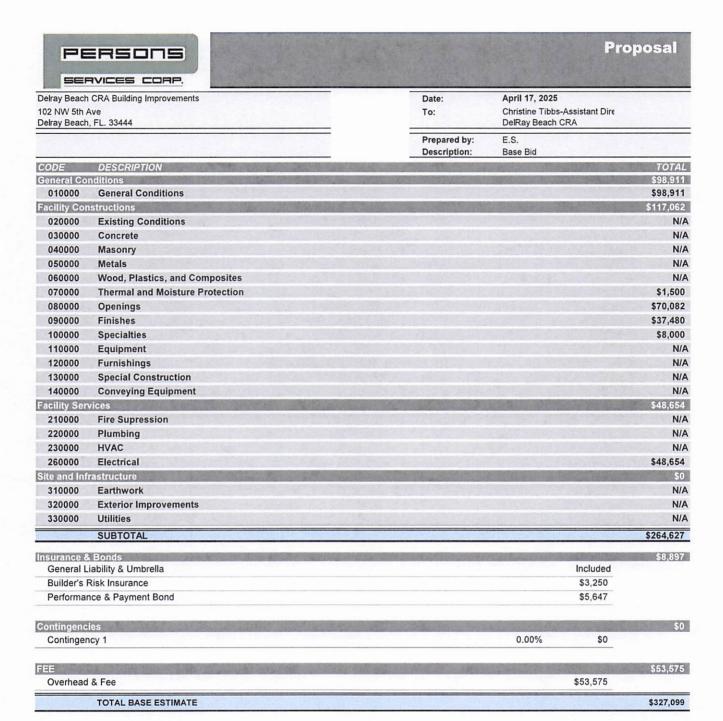
Authorized Agent Signature

April 17, 2025

Date

Samantha Vincenty - Regional General Manager

Printed Name and Title





Del Rey CRA-Owned Commercial Building Exterior Improvements

CLARIFICATIONS AND EXCLUSIONS

- 1. The following costs are specifically excluded:
 - a. Architectural, engineering or design services or fees.
 - b. City Fees related to obtaining or issuance of a TCO or CO.
 - c. Prevailing wages.
 - d. 3rd party testing & inspections, required by the building permit. (If applicable)
 - e. Any tariffs imposed after the date of the proposal.
 - f. Asbestos, Moisture, Subsurface or other environmental consulting, surveying, testing, abatement or remediation.
 - g. Costs associated with bringing existing systems, facilities, fire rated assemblies, construction, etc. in compliance with current building codes.
 - h. Any and all Site work or landscaping/irrigation work.
 - This Proposal does not include sub-surface or other forensic investigations of hidden areas of existing construction or site.
 - j. Correction or modification of existing construction to satisfy ADA building requirements is not included.
 - 2. The included scope is comprised of the following as no plans or specifications/details were provided, anything not listed below is not included.
 - a. Stucco repair scope includes repair cracks on stucco throughout to match existing type (smooth and textured) as well as stucco repair around windows, doors and replacement of plywood soffit and stucco based on visual inspection. Replacement of stucco beyond 1' of perimeter around windows and doors has not been included as part of the door/window replacement scope if delamination occurs as part of that scope.
 - b. An allowance of \$5,400 for Interior drywall patching around windows and doors has been included. No further interior work has been included.
 - c. Replacement of exterior soffit framing is not included as it could not be inspected prior to bid and no details or forensic investigation report were provided with bid documents.
 - d. Paint scope includes pressure wash, re-prime/repaint building exterior. 4,500 SF included. Also includes repaint of (6) existing exterior doors and repaint of dumpster gates and fence.
 - e. Storefront door replacement included as "ES Windows, ES-9000 model", Storefront windows included as "ES Windows, ES-8000/ES-EL150" models. Sizes to match existing openings. Storefront to attach to existing bucks/structural support. (unable to identify existing structural support until windows have been removed)
 - f. Signage replacement based on replacing (4) tenant signs with new to match existing, Tenant names have not been included. (As per addendum)
 - g. Electrical scope includes demo of lose wires around building, demo junction boxes in poor condition (replace ones with power, abandon ones without), (3) new services to meter and new meters (we will install conduit FPL to pull wire), replace (3) disconnects, repair internet system, replace existing exterior lighting at existing locations (allowance of \$500 per fixture has been included), replace (5) condensing unit disconnects. An additional wire replacement clean-up allowance of \$15,000 based on T&M has been included to remove/abandon or replace existing active wiring.

SUBCONTRACTORS

Name: **PRIME GLAZING SOLUTIONS, LLC**Address: 1025 N Florida Mango Rd, Ste #1

West Palm Beach, FL 33409

Contact: Andre Fernandez

andre@primeglazing.com

561-861-5030

License: SCC131152511 – 40 years of experience

Work to be Perfored: Entrances and Storefronts

Name: **SOUTHPAW CONSTRUCTION LLC**

Address: 20300 NE 3rd Ct, Ste #12

Miami, FL 33179

Contact: Matthew Belnavis

matt.spconstruction@gmail.com

813-817-9403

License: CBC1264871 – 10 years of experience

Work to be Perfored: Drywall, Stucco and Painting

Name: CONTRACTORS ELECTRICAL SERVICES, INC

Address: 12063 SW 131 Ave

Miami, FL 33186

Contact: Leonardo Rodriguez

786-252-1254

License: EC13006559 – 4 years of experience

Work to be Perfored: Electrical work





Online Services

DBPR's site is currently undergoing scheduled maintenance, please check back later.



102 NW 5th Avenue

VOLUNTARY PRE-BID MEETING

Time: 11:00AM EST

TB: CRA 2025-02 Construction of Exterior Improvements for the CRA-owned Commercial Building located at 102 NW 5th Avenue

20-Mar-25

Date:

NAME COMPANY NAME PHONE

CRA

ARMANDO JOHNERO VENUS WINDOWS & DOOR

CIBHIGO FORMORD PETALEC COTP

BO-444-9955

FETALEC. CORPORDINICOM

FETALEC. CORPORDINICOM

MARIA V. LODEZ VENUS WINDOWS & DOOR

MARIA V. LODEZ VENUS WINDOWS & DOOR

MINIMAN PASMS SERVICIS (OF 954 291) 8075

SVINCENTA PASSINS SERVICES COM

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CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of Delray Beach Community Redevelopment Agency ("CRA").

Furthermore, all Bidders must disclose the name of any CRA employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the CRA the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

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 CRA duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Persons Services Corp.

Bidder Name

Authorized Agent Signature

Samantha Vincenty - Regional General Manager

April 17, 2025

Name and Title (Print or Type)

Date

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO FLORIDA STATUTES § 287,135

I, <u>Regional General Manager</u> , on behalf of		Persons Services Corp.	
Print Nam	e and Title	Company Name	
certify that	Persons Services Corp.	does not:	
	Company Name		

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Syria.

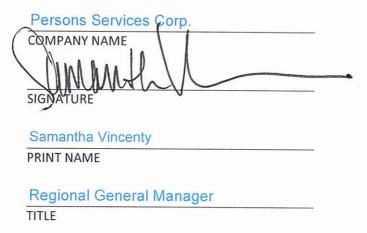
Submitting a false certification shall be deemed a material breach of contract. The Delray Beach Community Redevelopment Agency ("DBCRA") shall provide notice, in writing, to the Contractor of the DBCRA's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the DBCRA's determination of false certification was made in error then the DBCRA shall have the right to terminate the contract and seek civil remedies pursuant to *Florida Statutes* § 287.135.

Section 287.135, Florida Statutes, prohibits the DBCRA from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the DBCRA for goods or services may be terminated at the option of

the DBCRA if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.



Must be executed and returned with the Bid to be considered.

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you 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 Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, 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 Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Persons Services Carp.

Bidder Name

Authorized Agent Signature

Samantha Vincenty - Regional General Manager

Name and Title (Print or Type)

April 17, 2025

Date

PUBLIC RECORDS LAW

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, Florida Statutes

Pursuant to Chapter 119, Florida Statutes, Contractor shall comply with the public records law by keeping and maintaining public records required by the Delray Beach Community Redevelopment Agency ("CRA") in order to perform the service. Upon request from the CRA custodian of public records, contract shall provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract If the Contractor does not transfer the records to the CRA. Contractor upon completion of the contract, shall transfer, at no cost, to the CRA all public records in possession of the Contractor or keep and maintain public records required by the CRA in order to perform the service. If the Contractor transfers all public records to the CRA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE AWARDED BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHRISTINE TIBBS, AT THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, 20 N. SWINTON AVE., DELRAY BEACH FLORIDA AND MAY BE CONTACTED BY PHONE AT 561-276-8640 OR VIA EMAIL AT TIBBSC@MYDELRAYBEACH.COM.

Acknowledged by:

Persons Services Corp.	
Bidder Name	
Authorized Agent Signature	
Samantha Vincenty - Regional General Manager	
Name and Title (Print or Type)	
April 17, 2025	
Date	

DRUG-FREE WORKPLACE

Persons Services Corp.	is a drug-free workplace and has
(Company Name)	
a substance abuse policy in accordance with and pursuant to Sect	ion 440.102, Florida Statutes.
Acknowledged by:	
Persons Services Corp.	
Bidder Name	
Surranth	
Authorized Agent Signature	
Samantha Vincenty - Regional General Manage	r
Name and Title (Print or Type)	
April 17, 2025	
Date	

NON-COLLUSION AFFIDAVIT

	TY OF Broward
Before after l	e me, the undersigned authority, personally appeared <u>Samantha Vincenty</u> , who, peing by me first duly sworn, deposes and says of his/her personal knowledge that:
a.	He/She is Regional General Manager of Persons Services Corp. the Bidder that has submitted a Bid to perform work for the following:
	ITB CRA No.: 2025-02 Construction of Exterior Improvements Title: for the CRA-owned Commercial Building at 102 NW 5th Avenue
b.	He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.
	Such Bid is genuine and is not a collusive or sham Bid.
C.	Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the CRA or any person interested in the proposed contract.
d.	The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
	Signature
Subscri SAM	bed and sworn to (or affirmed) before me this 17 day of PP1 2025 by ANTHA VINCENTY, who is personally known to me or who has produced as identification.
SEAL	Notary Signature Notary Name: Clark CACA Notary Public (State): FLORIDA
	Notary Public State of Florida Olga Lucia Cala My Commission No: HH 470406 Expires 12/5/2027 Notary Public State of Florida My Commission No: HH 470406 Expires on: 12/5/202)

SAMPLE BID BOND

STATE	OF FLORIDA)			
COUNT		SS		
United Commu Five percen sum will	States Fire Insurance Company nity Redevelopment Age nt of amount bid dollars (\$ 5	as surety, and as sur	are held and firmly b nafter called the C ey of the United State	as Principal, and ound unto the Delray Beach RA in the penal sum of es, for the payment of which ninistrators, and successors,
THE CO	ONDITIONS OF THIS OBL anying bid, datedApril 17	IGATION ARE SUC	H, that whereas the , for project titled:	Principal has submitted the
co		RIOR IMPROVEMEN ING LOCATED AT 1 Beach Community R ITB CRA No.	02 NW 5TH AVENUE edevelopment Agen	
NOW, T	HEREFORE,			
	bid bond in the amount of guarantee that Bidder wou	of five percent (5%) of all of the could, if awarded the co	of the base bid be sontract, enter into a w	ed check, cashier's check or submitted with said bid as a vritten contract with the CRA is for the amount indicated in
	within (30) days after the p contract with the CRA in a sufficient surety or sureties of such contract, then the herein stated shall be due	prescribed forms are prescribed forms are prescribed with the state as may be required, and payable to the C of the CRA in good a	presented to him for some bid as accepted, and for the faithful performall be void and of notes and the surety he and lawful money of the present the surety he and lawful money of the surety he and lawful money of the bid as accepted, and lawful money of the bid and lawful money of the	date of the same, and shall signature, enter into a written d give bonds with good and mance and proper fulfillment o effect, otherwise the sum erein agrees to pay said sum the United States of America
eral sea	als, this <u>17th</u> day o	of April, 2025 ed, and these presen	, the name a	instrument under their sev- nd corporate seal of each undersigned representative,
'	. McCrary Otts, IV			(person), on behalf
of	(surety)			
Unite read	ed States Fire Insurance Company	<u>'</u>		_ (Surety Company) have
and exa	mined the Performance and	d Payment Bonds atta	ached to Bid No2 Date:April 11, 20	2025-02
*Soo att	ached acknowledgment for	m		

*See attached acknowledgment form

WITNESS: (If Sole Ownership or Partner Secretary Only will attest and affix seal)	ship, two (2) Witnesses required). (If Corporation,
Print Name: Sharlane Roca	Persons Services Corp (firm name) (Signature of Authorized Office) (affix Seal)
Finit Name.	Print Name: SAMANTHA VINCENTALINI Title: PEGIONAL GENERAL HANAGER Business Address: 1835 5 PERINTER PD
WITNESSES:	SUITE 175 FOOT LAUDERDALE, FL 33309 SURETY:
Print Name: Katherine H. Gilmore Marlene C. Stoot	By: (Signature, Attorney-in-Fact)
Print Name: Charlene C. Stout	Print Name: O. McCrary Otts, IV Business Address
	3212 Midtown Park S. Mobile, Al. 36606 Name of Local Insurance Agency
	Higginbotham Insurance Agency

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

12436

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

J. William Goodloe, III, O. McCrary Otts, IV, Charlene C. Stout, Katherine H. Gilmore

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: Fifty Million Dollars (\$50,000,000)

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey) County of Morris } Matthew E. Lubin, President

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

> MELISSA H. D'ALESSIO NOTARY PUBLIC OF NEW JERSEY Commission # 50125833 My Commission Expires 4/7/2025

Melissa A D'alessia

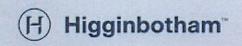
Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17th day 2625 of April

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President



April 14, 2025

Persons Services Corp. 4474 Halls Mill Road Mobile, AL 36693

RE: Exterior Improvements For the CRA-Owned Commercial Building Located at 102 NW 5th Avenue Delray Beach Community Redevelopment Agency ITB CRA No. 2025-02

Please be advised our agency has provided bonding for Persons Services Corp. since 2005 and bonds are currently written through United States Fire Insurance Company rated "A" class "XV" by AM Best with a U.S. Treasury listing of \$188,805,000 and licensed to do business in all 50 states. Our office is prepared to provide surety support in the amount of \$70,000,000 for any single contract and \$150,000,000 in the aggregate of outstanding contracts.

Please be advised each bond is underwritten by United States Fire Insurance Company on an individual contract basis. We are prepared to issue performance & payment bonds for the referenced project should our client be successful with their bid. The warranty terms expressed in the bond forms are outside of normal surety standards. The surety will stand behind a normal two year warranty for defective materials & workmanship while the contractor may stand behind warranties beyond that term.

Persons Services Corp. enjoys an excellent reputation in the construction industry and is a valued client of our agency and United States Fire Insurance Company. Please feel free to contact me if there are any further questions.

Sincerely,

O.M. OHSI

O. McCrary Otts, IV, CIC, CRM Attorney-In-Fact motts@higginbotham.net

PERSONS SERVICES CORP.

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

Year Ended December 31, 2023

Persons Services Corp.

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Pope & Co.

INDEPENDENT ACCOUNTANTS REVIEW REPORT

Shareholders

Mobile, Alabama

I have reviewed the accompanying financial statements of Persons Service Corporation, a Subchapter S Corp., which comprise the balance sheet as of December 31, 2023, statement of income and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Accountant's Responsibility

My responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to preform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of my procedures provide a reasonable basis for my conclusion.

Accountant's Conclusion

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements for them to be in conformity with accounting principles generally accepted in the United States of America.



Disclaimer of Opinion on Required Supplementary Information

We have applied certain limited procedures to the required supplementary information in accordance with review standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our review of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with enough evidence to express an opinion or provide any assurance.

Reginald L Pope II, CPA

265 Mitchell Rd. # 1252 Norcross, GA 30071

Persons Services Corp Balance Sheet

December 31, 2023

ASSETS

CURRENT ASSETS

Cash and cash equivalents	774,317
Investment - marketable securities	1,900,699
Prepaid Expenses	651,592
Receivables, including retainage	
of 7,141,593	38,075,135
Due from related party	4,823
Deferred contract costs - net	1,707,656
Costs and estimated earnings in excess	-,,
of billings on uncompleted contracts	6,789,646
Accrued revenue	202,013
Total Current Assets	50,105,881
PROPERTY AND EQUIPMENT	
Metal Buildings	6,400
Autos and trucks	4,869,689
Furniture and fixtures	154,257
Equipment	7,487,399
Leasehold improvements	1,395,854
Less accumulated depreciation	(5,683,359)
Net property and equipment	8,230,240
OTHER ASSETS	
Goodwill - net of amortization	15,000
Total other assets	15,000
Total Assets	58,351,121

Persons Services Corp Balance Sheet

December 31, 2023

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Accounts payable, including retainage	
of 4,395,766	28,670,271
Payroll tax liabilities	825,268
Due from related party	(2,796)
Line of credit	0
Billings in excess of costs and estimated earnings	
on completed contracts	11,043,054
Current maturities of long-term debt	1,356,214
Total current liabilities	41,892,011
OTHER LIABILITIES	
Long-term debt - less current maturities	1,987,229
Total liabilities	43,879,240
STOCKHOLDERS' EQUITY	
Common stock \$1 par value, 100,000 shares	
and 106 shares issued and outstanding	106
Retained Earnings	14,471,775
Total stockholders' equity	14,471,881
	Productive of 17867796
Total Liabilities and Stockholders' Equity	58,351,121

Persons Services Corp Statement of Income and Retained Earnings

December 31, 2023

		% of Revenue
Revenues earned	152,424,839	100.00%
Direct costs	133,789,297	87.77%
Gross profit	18,635,542	12.23%
Operating expenses		
General and administrative expenses	12,106,496	7.94%
Amortization	3,000	
Depreciation	1,432,712	0.94%
Interest expense	830,805	0.55%
Total operating expenses	14,373,013	9.43%
Income from operations	4,262,529	2.80%
Other income (expense)		
Investment income	13,437	0.01%
Gain (loss) on sale of investments	36,729	0.02%
Net unrealized gain (loss) on marketable securities	118,891	0.08%
Gain (loss) on disposition of assets	1,811	0.00%
Total other income (loss)	170,868	0.11%
Netincome	4,433,397	2.91%
Retained Earnings Summary		
Beginning 1/1/23	11,554,314	
Net Income	4,433,398	
Distributions	(1,515,937)_	
Ending Balance 12/31/23	14,471,775	

Persons Services Corp Statement of Cash Flows

For Year Ending December 31, 2023

OACH ELONG EDOM ODED ATIMO ACTIVITIES	
CASH FLOWS FROM OPERATING ACTIVITIES	4 400 000
Net Income	4,433,398
Adjustments to reconcile net income (loss) to net cash provided by operating activities;	
Depreciation and Amortization	1,393,742
(Gain) loss on disposition	(1,811)
(Gain) loss on sale of investments	(36,729)
Dividend Income	15,142
Unrealized (gain) loss on marketable investments	118,891
Change in assets and liabilities	
(Increase) decrease in:	
Receivables	(11,902,961)
Prepaid expenses	(160,252)
Other receivable	8
Deferred contract cost	2,083,445
Cost and estimated earnings in excess of billings	3,483,005
Increase (decrease) in:	
Accounts Payable	7,735,588
Accrued expenses	319,342
Payroll tax liabilities	112,189
Billings in excess of costs and estimated earnings	7,213,901
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	10,373,500
CASH FLOW FROM INVESTING ACTIVITIES	
Purchase of equipment and leasehold improvements	(2.270.005)
Proceeds from disposal of equipment/vehicles	(2,370,885)
	(105.450)
Investment in securities	(185,458)

NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES

(2,556,343)

Persons Services Corp Statement of Cash Flows

For Year Ending December 31, 2023

Statement of Cash Flows (Continued)

CASH FLOW FROM FINANCING ACTIVITIES	
Principal payments of long-term debt	(217, 215)
Net advances of short-term debt	(11,647,860)
Distributions to members	(680,010)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	(12,545,085)
NET INCREASE (DECREASE) IN CASH	(294,531)
OACH PEOUNING OF VEAR	
CASH BEGINNING OF YEAR	294,531
CASH END OF YEAR	(0)
CASH END OF TEAM	(0)
SUPPLEMENTAL DISCLOSURES	
Interest paid	830,805

NOTE A - HISTORY OF ORGANIZATION

Persons Services Corp. (the Company) was formed on January 1, 2000, under the laws of the state of Alabama. On January 1, 2018, the company elected to convert from a Limited Liability Company to a S Corporation. The primary business activity of the Company is the performance of plumbing, construction services, and disaster reconstruction services mainly in Southeastern United States. The Company is headquartered in Mobile, Alabama.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash and cash equivalents

Cash and cash equivalents include cash on hand, demand deposits with banks and all highly liquid investments with original maturities of three months or less. The Company also considers investments in money market funds to be cash equivalents.

Revenue and Cost Recognition

The construction of industrial, commercial and disaster recovery contracts are considered single performance obligations that are satisfied over time. Payment is also due overtime in installments, based on project phases as specified in the contracts, with a final payment due at the time the contracts are completed, and the customer accepts the property.

The Company recognizes revenues from fixed-price and modified fixed-price industrial and commercial construction contracts using the cost-to-cost input method, which measures progress toward completion based on the percentage of cost incurred to date to estimated total cost for each contract. Contract costs inputs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, and repairs. Costs of inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred.

Revenue from disaster recovery contracts with fixed-priced and modified fixed-price terms are also recognized using the cost-to-cost input method. However, the costs of administration and supervision and other indirect costs are excluded from measuring the progress toward completion.

Management believes the methods selected represent the best proxies available to measure the progress toward completion of contracts.

Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Revenue and Cost Recognition (Continued)

Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are generally recognized in the period in which the revisions are determined.

Changes in estimated job profitability resulting from variable consideration (such as incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications/change orders in which the scope of modification has been approved, but the price has not been determined or approved) are accounted for as changes in estimates in the current period, but limited to an amount that will not result in a significant reversal of revenue in future periods.

Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

Selling, general, and administrative costs are charged to expense as incurred.

The Company generally warranties its work for one year after the date of acceptance. Warranty costs for the year ended December 31, 2023, were immaterial.

The timing of revenue recognition, billings, and cash collections results in billed accounts receivable, unbilled receivables (contract assets), and customer advances and deposits (contract liabilities) on the balance sheet. Amounts are billed as work progresses in accordance with agreed-upon contractual terms, either at periodic intervals (e.g., monthly) or upon achievement of contractual milestones. Generally, billings from disaster recovery projects occur after revenue recognition, resulting in contract assets. In contrast, billings on industrial and commercial projects generally exceed revenues earned which allow the company to receive advances or deposits from customers, resulting in contract liabilities. Contract assets decline as contracts near completion and work can be invoiced. Contract liabilities are decreased as revenue is recognized and as the contracts near completion.

The contract asset is captioned in the balance sheet as, "costs and estimated earnings in excess of billings on uncompleted contracts." The contract liability is captioned, "billings in excess of costs and estimated earnings on uncompleted contracts."

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The beginning and ending contract balances were as follows:

	12/31/2023	12/31/2022
Receivables	38,279,433	26,233,115
Costs and estimated earnings in excess of billings on uncompleted contracts	6,789,646	10,272,650
Billings in excess of costs and estimated	11 040 054	0.000.450
earnings in uncompleted projects	11,043,054	3,829,153

Use of Estimates

The Company uses estimates and assumptions in preparing financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Contract Receivables

For financial reporting purposes, the Company uses the allowance method of accounting for doubtful accounts. After review of the accounts receivable aging by management, a provision for uncollectible accounts in the amount of \$250,000 has been recorded.

Goodwill

The Company has elected to adopt the private company option to amortize goodwill. Goodwill is subject to amortization over a 10-year life.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued) Property and Equipment

Property and equipment items are carried at cost. Maintenance and repairs are charged to expense as incurred and renewals and betterments are capitalized. Depreciation is charged to income on a basis considered adequate to amortize the related costs over their estimated useful lives, using the straight-line method. Estimated useful lives are principally as follows: machinery and equipment, 7 to 10 years; furniture and fixtures, 7 to 10 years; vehicles and other, 5 years; leasehold improvements, 20 years. The Company's policy is to capitalize acquisitions costing \$5,000 or more. Depreciation expense for the year ended December 31, 2023, was \$1,432,712.

The net gain or loss on items retired or otherwise disposed of is credited or charged to operations and the cost and accumulated depreciation are removed from the accounts.

Accrued Compensated Absences

The Company does accrue for compensated absences (vacation only) which is maintained by the Human Resources department. The calculation is updated at the end of each quarter as needed.

Advertising

The Company expenses advertising costs as they are incurred. Advertising expenses were \$519,946 for the year ended December 31, 2023.

Income Taxes

The Company elected to be treated as an S corporation effective January 1, 2018. An S corporation is not a taxpaying entity for federal or state income tax purposes. Accordingly, no income tax expense has been recorded in the statements. All income or losses will be reported on the individual shareholders' income tax returns.

As of December 31, 2023, the Company had no uncertain tax positions that require either recognition or disclosure in the Company's financial statement.

NOTE C - CONCENTRATION OF CREDIT RISK

Financial instruments, which potentially subject the Company to concentrations of credit risk, consist principally of cash and contract receivables. The Company maintains a portion of its cash in bank deposit accounts at financial institutions. The balances, at times, may exceed federally insured limits.

The Company, in the normal course of business, operating primarily in the southeastern region of the United States, extends credit to its customers based on various terms. The Company had outstanding receivables from businesses in this area of \$38,279,433 as of December 31, 2023.

NOTE C - CONCENTRATION OF CREDIT RISK (Continued)

The receivables represent unpaid billings from uncollateralized construction work. However, the Company can place liens on projects that are unpaid.

NOTE D - MARKETABLE SECURITIES

Marketable securities have been classified according to management's intent. The cost of securities and their approximate level 1 fair values are as follows:

	De)23	
	Cost Basis	Gross Unrealized Gain (Loss)	Fair Value
Marketable securities available-for-sale	1,600,048	300,651	1,900,699

Investments consist primarily of publicly traded mutual funds and shares of equity securities.

Realized gains (losses) from sales of securities available for sale are as follows

	December 31, 2023						
	Proceeds from Sales	Cost Basis	Gain (Loss)				
Marketable securities available-for-sale	331,512	294,783	36,729				

Management uses the specific identification method to determine the cost basis of securities sold.

NOTE E - LINES OF CREDIT

The Company has a line of credit in the amount of \$12,000,000 with a financial institution. The line bears interest based at the bank's prime rate which was 8.50% on December 31, 2023. The line is secured by accounts receivable and is guaranteed by the shareholders. The loan agreement also contains restrictions and covenants. The outstanding balance was \$0 on December 31, 2023. The line matures July 31, 2024.

The Company has a line of credit in the amount of \$500,000 with a financial institution. The line bears interest based at the bank's prime rate which was 8.50% on December 31, 2023. The line is unsecured but is guaranteed by the shareholders. The loan agreement also contains restrictions and covenants. The outstanding balance was \$0 on December 31, 2023. The line matures September 13, 2024.

NOTE F — LONG-TERM DEBT

Long-term debt at December 31, 2023 consist of the following:

COLLATORALIZED	MONTHLY	BALANCE	
BY	PAYMENT	12/31/23	RATE
Equipment	4,247	6,182	0.00%
Equipment	998	31,511	0.09%
Equipment	12,696	425,481	0.99%
Equipment	5,545	185,834	2.50%
Equipment	4,467	197,779	2.99%
Equipment	1,459	47,133	3.43%
Equipment	34,157	403,049	3.65%
Equipment	3,223	91,525	4.00%
Equipment	8,20 9	239,965	4.45%
Equipment	7,118	291,988	4.91%
Equipment	2,930	125,100	6.67%
Equipment	922	21,437	6.80%
Equipment	2,151	98,990	6.89%
Equipment	5,254	226,627	7.19%
Vehicle	4,317	87,529	0.00%
Vehicle	6,926	225,572	1.95%
Vehicle	621	22,567	3.28%
Vehicle	1,029	55,074	3.97%
Vehicle	734	34,077	4.55%
Vehicle	2,448	51,453	4.79%
Vehicle	1,548	58,674	5.80%
Vehicle	3,981	118,957	7.69%
Vehicle	1,248	59,665	8.11%
Vehicle	2,591	97,673	8.39%
Vehicle	1,204	54,082	8.99%

Vehicle	1,459	53,299	9.16%
Vehicle	696	32,220	10.14%

Total Long-Term Debt

3,343,443

Less current maturities

(1,356,214)

1,987,229

NOTE F -- LONG-TERM DEBT (Continued)

Maturities of long-term debt at December 31, 2023 are as follows:

Year ending December 31	
2024	1,356,214
2025	952,499
2026	743,738
2027 and thereafter	290.991

NOTE G - RETIREMENT PLAN

The Company has a qualified profit-sharing plan with a 401(k) deferred compensation provision. Employees are eligible to participate in the plan as long as they are at least 21 years of age and have completed one year of service. The plan also provides for matching contributions by the Company generally equal to the lessor of 100% of the employee's contribution or 4% of their compensation. Matching contributions to the plan were \$38,164 for the year ended December 31, 2023. The profit-sharing portion of the plan provides for elective contributions by the Company in such amounts as management may determine. There were no elective contributions to the plan for the year ending December 31, 2023.

NOTE H - RELATED-PARTY TRANSACTIONS

The Company pays rent for office and warehouse space in Mobile, Alabama and Houston, Texas to an LLC owned by shareholders of the Company. The Company's leases are month to month for the year ended December 31, 2023, and total lease payments for the year were \$327,395.

NOTE I – SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 1, 2024, the date on which the financial statement was available to be issued.

SUPPLEMENTARY SCHEDULES

SCHEDULE OF "CONTRACTS IN PROGRESS " AND "COMPLETED CONTRACTS FOR 2023 "

Persons Services Corp. SCHEDULE OF CONTRACTS IN PROGRES

	Year Ended December 31.	2023												
lob	Job Description	Original Contract	Current Contract amount	Original Estimated cost	Current Estimated cost	Estimate Profit	Cost to Date	% Complete	Profit to Date	Amount Earned	Billed to Date	Cost to Complete	of Costs & Earnings	Costs & Earning in excess of Billings
3C0140	KALEO HOME BASE & POOL	20,679,774	20,579,774	19,677,040	18,450,817	2,128,967	465,291	3%	53,688	518.978	607,500	(F-H) 17,985,526	(L-K) 84.522	(K-L)
H0216	BALDWIN COUNTY MATERIAL RECOV AIRBUS SITE & INFRASTRUCTURE*	17,107,406	17,275,688	16,175,975	16,315,238	960,450	4,121,075	2514	242,601	4,363,676	4,857,696	12,194,163		
G0019	RCR TAYLOR SIP	23,892,018 11,824,353	23,907,665	18,979,500	15,186,215	8,721,450	7,394,131	49%	4,246,453	11,640,584	14,591,580	7,792,084		
M0218	AIRBUS FAL 2 & MARKETPLACE	7,296,997	11,824,353 7,295,997	10,247,801 5,875,000	8,938,282 5,942,407	2,886,071	2,562,201	29%	827,306	3,389,508	2,451,495	6,376,081		938,013
M0188	ALPHA HALL DEMO & UTILITY IMPR	12,685,000	12,665,000	11,000,000	11,091,797	1,353,590 1,593,203	146,233 6,355,342	2% 57%	33,310	179,542	276,813	5,796,174	97,271	
M0217	AIRBUS DUAL BAYS 27, 28	6,044,194	6,201,358	4,786,312	4,991,280	1,210,078	796,694	15%	912,968	7,268,210 989,844	6,930,871	4,736,455 4.194,586	8.904	337,33
0M2301	CDBG-DR SALLY-ZETA AL	1,224,364	4,750,006	977,989	3,812,893	937,113	317,353	8%	77,997	395,350	998,748	4,194,586 3,495,540	8,904	200 00
3C0111	BSCC SW BUILDING 100,200,300	14,591,535	14,591,535	14,110,023	13,110,340	1,481,195	10,091,682	77%	1,140,150	11,231,832	10.846.541	3,018,658		395,354 385,29
G0024	BEARD EQUIPMENT SPACEX STARBASE OFFICE	3,298,086	3,247,580	2,947,754	2,947,754	299,826	0	0%	0	0	0	2,947,754	0	300,29
M0254	AIRBUS DUAL BAY 29	3,468,291	3,468,291 2,754,918	2,750,717	2,751,248	717,043	5,015	0%	1,307	6,322	0	2,746,233	Company of the last	6,32
K0131	WAB- MILLINGTON- TN	2,890,238	3,046,101	2,849,456	2,277,000 2,878,445	477,918 167,656	812,649	0%	0	0			0	
M0195	CHART IND MANUFAC PLANT	5,696,149	5,809,868	4,775,046	3,342,569	2,467,299	1,602,080	28%	47,333 1.182.567	859,982 2,784,647	1,062,234	2,065,796		
C0130	WAB-ATHENS-GA	2,798,111	2,885,340	2,693,777	2,693,777	191,563	1,003.352	37%	71,352	1,074,703	5,150,354	1,740,489	2,365,707	
G0009	JARRELL- FLATZ 487	7,058,009	8,221,266	7,033,044	6,515,191	1,706,075	4,972,939	76%	1,302,219	6,275,158	5,508,135	1,690,425	582,967	767,023
K0125 K0127	CENTURY CAR WASH-SHELBY-ROSS	2,678,868	2,716,622	2,411,593	2,467,733	248,889	984,230	40%	99,267	1,083,497	1,229,774	1,483,503	146.277	767,022
G0017	RICH'S CAR WASH- AZALEA RD St. Hwy 3 42- Inch Wt. Relocate	2,079,452	2,117,079	1,907,755	1,970,067	147,012	511,131	26%	38,142	549,273	739,835	1,458,936		
L2301	TOWN OF DAVIE BAG CLUB	7,311,692 1,689,442	7,311,692 1,689,442	6,500,212 1,423,556	6,108,579	1,203,113	4,678,922	77%	921,535	5,600,458	4,771,274	1,429,657		829,184
KO0117	WHATABURGER OPELIKA	2,974,501	3,224,381	2,622,033	1,430,500 2,873,826	268,942 250,555	13,974	1% 52%	2,529	16,503	0	1,416,526		16,600
M0221	AIRBUS DELIVERY CENTER BUNDLE	1,634,420	1,634,420	1,249,700	993,736	640,664	3,596	52%	181,744	1,671,668 5.914	2,270,454	1,383,902		
XXX141	MATER ELECTRIC	1,094,909	1,094,909	1,000,839	1,007,238	87,671	19,460	2%	2,318	21,154	0	990,140 987,778		5,914 21,154
00012	HOME DEPOT KATY	2,855,724	2,861,652	2,428,700	3,186,177	(324,525)	2,335,315	73%	(237,961)	2,097,454	1.828.107	850,862		269,347
101 K0107	FL-IRMA-REHAB-038383	18,275,299	18,100,911	15,706,719	15,384,371	2,716,540	14,677,751	95%	2,591,766	17,269,517	16,622,278	706,620		647,239
KJ0107 M12302	WHATABURGER-HAZEL GREEN NC OFFICE OF RECOVERY	2,227,810 1,090,848	2,312,491 1,090,848	2,064,754 901,350	2,281,171	31,320	1,700,705	75%	23,350	1,724,056	2,147,958	580,466	423,902	
140014	EnVision 200	3.871.671	4.272.981	3,825,654	938,467 4,324,008	152,381 (61,027)	366,366 3,817,913	39%	59,488	425,854	0	572,101		425,854
K20086	QULF STATE PARKS	8,785,000	8,785,000	8,273,672	8,311,113	473.887	7,848,648	58% Settle	(45,054) 447,518	3,772,858 8,296,166	3,196,566	506,095		576,292
12301	USVI CORRECTIONS MODULAR	497,064	497,064	421,961	421,961	75,103	7,456	2%	1,327	8,783	8,376,927	462,465 414,505	80,761	9 700
40170	DUAL BAYS 11 & 12	2,147,600	2,296,930	1,846,172	1,387,639	909,391	973,761	70%	638,201	1,611,962	1,640,808	413,778	28.846	8,783
M0023 K0119	ISLAND BREEZE DEMO MAHOGANY WHATABUGER-CUILIMA	488,996	625,096	535,503	509,271	55,825	155,722	27%	15,271	170,993	176,862	413,549	5,869	
M0019	PINK SHELL RESORT	2,417,939	2,519,961 3,434,981	2,305,651	2,529,557 3,294,663	(9,596)	2,136,059	84%	(8,103)	2,127,966	2,519,961	393,498	392,005	
122	CONLETT STATION	9,700,821	10,180,541	8,972,048	3,294,683	140,318 (1.296,255)	2,903,733	80%	123,668	3,027,402	3,355,496	390,930	328,094	
40231	ROTCBUILDING	11,000	484,640	9.756	386,340	98.300	11,127,445 37,882	97%	(1,266,797) 9,639	9,870,648 47,521	10,056,706	349,351	186,058	
C0110	FAMILY DOLLAR TREE-GRAHAM NO	1,317,771	1,326,908	1,255,837	1,341,855	(14,947)	996,151	74%	(11,096)	985.055	240,000 1,139,525	348,458 345,704	192,479 154,470	
10257	OUTOKUMPU PICKUNG LINE	497,086	497,086	373,370	373,370	123,716	61,335	16%	20,323	81,658	149,125	312,035	67,467	
C0109 C0098	SHIPLEYS DONUTS-DULUTH WHATABURGER-SCOTSBORO, AL	556,849	556,849	512,381	560,950	(4,101)	286,807	51%	(2,097)	284,710	229,322	274,143	07,247	55,388
M0004-2	SCDRO FLORENCE	2,399,693 728,102	2,499,379 775.102	2,318,806	2,523,391	(24,012)	2,270,753	90%	(21,608)	2,249,145	2,499,379	252,638	250,234	
C0108	FAMILY DOLLAR TREE	999,732	1.254.989	1,164,594	357,033 1,385,859	418,069 (130,870)	106,404	30% 84%	124,694	230,998	30,000	250,629	14010 200005	200,998
U0033	PACIFIC MOBILE SAN MARCOS	4,835,931	6,121,019	4,916,514	5,821,311	299.708	5.611.557	56%	(109,694) 288,909	1,051,920 5,900,466	1,067,793	224,245	5,873	
10245	LENZING - DEVCON FLOOR RESURFA	296,600	296,600	211,014	211,023	85,577	12.949	6%	5,251	18,201	5,739,482	209,754		160,964
M0004	SCORO FLORENCE	7,630,372	7,630,372	6,241,646	7,104,002	526,370	6,915,432	97%	512,398	7.427.829	7,204,412	188,570		18,201 223,417
C0112 C0128	UNION HILL SCHOOL ADDITION UNITED RENTAL BUILDING	424,781 549,039	424,781	191,055	592,596	(167,817)	405,363	60%	(114,794)	290,569	300,543	187,235	9,974	-
C0124	WHATABURGER HORN LAKE	2,451,781	598,045 2,505,523	503,796	547,728 2.116.944	50,317	361,826 1.948.401	60%	33,239	395,065	476,599	185,902	81,534	
M0016	IAN Residential Reconstruction	1,446,582	1,396,253	1,220,896	1,741,205	(342,952)	1,577,918	92%	357,642 (310,791)	2,306,043	2,397,219	168,543	91,176	
C0100	WHATABURGER-JACK SOUTHSIDE	2,328,063	2,394,707	2,172,970	2,646,151	(261,444)	2,510,942	95%	(310,791)	1,267,127 2,272,346	1,299,612 2,394,709	163,287 135,209	32,385	
U0013R1	HC FWSD - HARRIS CO FWSD NO 61	362,194	362,194	413,301	690,911	(328,717)	556,562	81%	(264,797)	291,765	2,394,709	130,209	122,363	291,765
CD134 CD132	VIP-CARE BIRMINGHAM-5 POINTS W VIP-CARE VALDOSTA-BABS#23-1890	512,788	509,961	445,903	447,318	62,633	321,366	72%	45,000	366,386	439,043	125,932	72.657	201,700
CO103	HEAD START CENTER-TILLMAN'S	531,074	532,973	463,369	483,982	48,991	379,147	78%	38,379	417,527	532,973	104,835	115,446	
J0030	WHCRWA # 50	7,731,560	7,731,560	3,046,179 6,453,215	2,964,465 7,364,960	260,286 346,580	2,882,364 7,292,919	97%	251,381	3,133,745	3,105,394	102,101		28,351
C0135	VIP-CARE MACON-BABS#23-1879	575,394	592,007	512,332	541,031	50,976	463,027	99%	342,260	7,635,178	7,517,282	92,061		117,896
CD138	VIP-CARE HUNTSVILLE	730,492	789,747	642,580	699,772	89,975	626,425	90%	43,626 80,544	506,653 706,970	592,007 792,902	78,004 73,347	85,354 85,952	Total Control
00086 00116	USA 3 STORY POB*	1,083,403	1,091,626	979,150	1,452,754	(361,128)	1,382,128	96%	(343,572)	1,038,556	1,041,026	70,626	2,470	
CD055	WHATABURGER TIMOTHY ROAD USA HEALTH PHYSICIANS OFFICE	2,719,682 17,590,000	2,818,879	2,526,389	2,486,275	332,604	2,415,956	97%	323,197	2,739,153	2,818,879	70,319	79,726	
0023	CHEVRON TANK FARM	17,590,000	17,794,986	16,974,058 60,000	16,580,684	1,214,302	16,514,831	100%	1,209,479	17,724,311	17,794,986	65,853	70,675	
10233	AIRBUS A220 HANGAR 31	873,100	873,100	672,200	180,808	692.292	2,482	#% 81%	563,643	2,482 710,851	0	57,518		2,482
40021	METRO STORAGE	4,865,382	4,026,967	3,419,372	2,423,878	1,603,089	2,397,378	99%	1,585,563	3,962,941	873,100 4.026,967	33,600	162,249	
12401	NAPLES LOCKER ROOM	32,668	32,688	27,725	27,725	4,963	1.265	594	226	1.491	4,026,967	26,500 26,450	44,026	1,491
D0087 D0088	RICH'S CAR WASH PENSACOLA WHAT ABURGER CUMMINGS GA	1,839,978	2,193,664	1,955,534	2,111,543	82,121	2,091,840	99%	81,355	2,173,196	2,193,664	19,703	20,469	3,403
J0029	UFT STATION #1	2,628,994	2,628,994 881.092	2,461,274	2,285,767	343,227	2,270,060	99%	340,868	2,610,928	2,626,994	15,707	18,066	
10240	AKER CURB REPLACEMENT	17,250	17.250	770,551 14,000	820,164	60,928	805,691	98%	59,845	865,436	849,327	14,573		16,109
0011	Mesquite Comperssor Relocate	352,406	352,406	296.930	186,191	3,250 166,215	176,558	0% 96%	157.615	0	17,250	14,000	17,250	
10141	AIRBLIS DUAL BAYS 9 & 10	4,319,966	4,595,262	3,913,219	3,475,096	1,120,186	3,467,011	100%	1,117,580	334,173 4,584,591	319,703 4,595,202	9,633 8,085	10.691	14,470
0020	SAN JACINTO RIVER & RAIL PARK	50,000	50,000	25,000	26,200	23,800	22,432	86%	20,377	42,809	60.692	3,768	17,883	
10230	RENTAL COMPRESSOR T&M GE SLAB EXPLORATION	443,238	443,238	214,532	307,087	136,151	203,968	99%	134,777	443,238	443,238	3,099	0	0
10230	UOP ROADWAY GUTTER	15,000	15,000 6,846	10,000	10,121	4,879	7,149	71%	3,446	10,595	8,570	2,972	P. F. T. S. S.	2,025
0013	KIEWIT-MYRTLE SOLAR 28X60	39,600	5,846	4,565 24,500	4,638	2,208	1,775	38%	845	2,620	6,846	2,863	4,226	
70024	EMERALD FORET US LS #5	755,665	795,665	703,642	866,639	(60,974)	22,000 854,228	90% 100%	13,559	35,559 793,426	39,600	2,500	4,041	
0185	UOP I LE TECHNICIAN	186,172	186,172	91,620	146,533	39,639	146,533	100%	39.639	793,426 186,172	777,365 186,172	2,411	0	16,061
0190	TEST BED - MARINE & INDUSTRIAL	564,090	564,090	108,000	495,404	78,686	485,404	100%	78,686	564,090	564,000	0	0	0
0226 0252	GE B BAY MOVING LINE	20,000	40,764	15,000	28,619	12,165	26,619	100%	12,165	40,784	40,784	0	0	0
0250	UNIVAR FACILITY	436,061	436,061 7,000	0	371,184	64,877	371,242	100%	64,887	436,129	436,061	(68)		68
				2,751	2,751	4,249	4,060	140%	6,271	10,331	0	(1,309)		10,331
0158	AIRBUS UTILITY COORIDOR RELOCA	1,119,696	1,502,896	1,225,261	702,275	800,621	704,491	100%	800.621	1.502.896	1.502.896	(2,216)	0	

262,965,217 270,835,970 41,111,680 170,456,007

21,255,585

191,688,272

Supplementary Schedules - Completed Contracts for 2023

	SCHEDULE OF COMPLET	ED CONTRACTS												
	Year Ended December 31	2023												
Job	Job Description	Original Contract	Current Contract amount	Original Estimated	Current Estimated co	Estimate Profit (D-F)	Cost to Date	% Complete (H/F)	Profit to Date (G*I)	Amount Earned	Billed to Date	Cost to Complete	Billings in Excess of Costs & Earnings (L-K)	in excess of Billings (K-L)
GU0008	FUZE MIDLAND	3,288,839	3,758,716	3,179,718	3,463,752	294,964	3,463,752	100%	294,964	3,758,716	3.807.883	0	49.167	
CU0032	OASIS MASTERPLAN	4,885,375	5,311,700	4,438,293	4,578,893	732,807	4,578,893	100%	732,807	5,311,700	5.311,700	0		
G0010	OXY BATTLEGROUND MAINT BLDG	387,600	623,407	505,627	283,174	340,233	283,174	100%	340.233	623,407	623,407	0	0	
00025	STARBASE OFFICE BUILDING - BAKE	1	1	1	1	0	1	100%	0	1	1	0	0	
G0021	KANEKA - NUTRIENT	20,000	20,000	10,000	11,002	8,996	11,002	100%	8,996	20,000	22,971	0	2,971	
GC0136	JASON PILGER- HYUNDAI	10,250	10,250	10,250	10,250	0	10,250	100%	0	10.250	10,250	0	0	
M0253	UOP COMPRESSOR 2 T&M	1	1	1	1	0	1	100%	0	1	1	0	0	
M0256	ST PATRICKS	4,359	4,359	1,585	2,699	1,660	2,699	100%	1.660	4.359	4.350	0	0	
M0104	USS ALABAMA TEAK DECK REPLACEN	230,048	230,048	39,500	148,055	81,993	148,055	100%	81.993	230.048	230,048	0	0	
DM0005	REBUILD FL MICHAEL	15,571,165	15,617,049	12,570,725	13,947,123	1,669,926	13,997,852	100%	1.669.926	15,617,049	15,617,049	(50.729	0	
M0148	UOP EMERGENCY MAINT	96,239	96,239	73,526	73,526	22,713	73,526	100%	22,713	96.239	96,239	0	0	
M0151	POND MAINTENANCE - UOP T&M	1,877,824	1,618,639	623,361	1,254,445	364,194	1.254,445	100%	364.194	1,618,639	1.618.639	0	0	
M0163	USA FIRE HYDRANT MAINT	48,438	96,906	40,000	21,972	74,934	21,972	100%	74.934	96,906	96,906	0	0	
M0234	CHART BLASTER SUPPORT T&M	13,764	13,764	6,587	11,663	2,101	11.663	100%	2.101	13.764	13.764	0	0	
M0235	UOP ADS 2 TRENCH WORK	14,569	14,569	6,970	6,970	7,599	6,970	100%	7,599	14,569	14,569	0	0	
300106	FAMILY DOLLAR TREE-PEMBROKE	937,745	1,042,681	850,285	849,634	193,047	849,634	100%	193,047	1,042,681	1.042.681	0	0	
GC0143	ELBERTA HIGH SCHOOL	1	1	1	1	0	0	0%	0	0	0	1	0	
300144	ROBERTSDALE HIGH SCHOOL ADDIT	1	1	1	1	0	0	0%	0	0	0	1	0	
GC0145	MCPPS - NEW TRANSPORTATION BL	1	1	1	1	0	1	100%	0	1	1	0	0	
3C0146	ROBBIE WOOD NEW OFFICE	1	1	1	1	0	1	100%	0	1	1	0	0	
	Completed Contracts Totals	27,386,221	28,458,333	22,356,433	24,663,164	3,795,169	24,713,891	18	3,795,169	28,458,331	28,510,469	(50,727)	52,138	
										_ ===-			52,138	
	Total Contracts (Active + Completed)	328,236,765	340,405,983	291,311,650	295,499,134	44,906,849	195,169,896	18	25,050,754	220,146,603	224,400,012	Total	11,043,054	6,789,646

EXHIBIT C: PROJECT REFERENCE FORM

The Bidder shall complete the following information for a previously completed or currently ongoing project/work within the stipulated time, where the Bidder believes said project/work is of equal or greater scope, size, and complexity that best represents its ability to complete the "Project." The reference provided below should be for one (1) reference project and must comply with the requirements listed in the ITB.

FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

Bidder Name: Persons Services Corp.

Reference Project Name: "Boys & Girls Club Addition CDBG"
Reference Project Location: 7525 NE 33rd St, Davie FL 33024

Description of Bidder's Role on Reference Project and Services Provided. Please use an

additional sheet (one page max), if necessary:

Remodel and addition of a new Teen Center which included the demo of the existing courtyard that sdeparatedthe buildings, interior demo @ renovation of existing areas. New addition work consisted of footers, CMU, SOG new storefrony, Joists & Metal decking, Skylights, & new interior

finishes. MEP, fire sprinkler & fire alarm work was added and tied into the existing.

Compensation for Services Provided:

\$1,689,956,25

Reference Project Start Date and Completion Date:

01/16/2024 - 11/8/2024

Reference Project Construction Cost:

\$1,386,176.00

Reference Project Construction Start Date and Completion Date:

01/16/2024 - 11/8/2024

Reference Project Completed on Time and Within Budget:

Yes

Indicate the Bidder's team members and their roles and responsibilities on the Reference Project and whether they will be involved in the Project related the CRA's ITB. Please use an additional sheet (one page max), if necessary.

Thelma Fay - Project Manager, Megan Yany - Assistant Project Manager - Stathis Kougianos | Superintendent

Reference Project Contact Information

Contact Name and Title: Cristina Garcia-Marquez | Project Manager

Company/Organization: Town of Davie - Community Services

Phone and Email: 954-298-1304 | cgarcia-marquez@davie-fl.gov

Bidder's Certification of Information

By signing below, I acknowledge that the CRA reserves the right to contact the above-named Reference Project Contact and I certify that all information stated above is true and correct to the best of my knowledge.

Authorized Agent Signature:

Authorized Agent Name and Title:

Samantha Vincenty - Regional General Manager

Date:

April 17, 2025

EXHIBIT C: PROJECT REFERENCE FORM

The Bidder shall complete the following information for a previously completed or currently ongoing project/work within the stipulated time, where the Bidder believes said project/work is of equal or greater scope, size, and complexity that best represents its ability to complete the "Project." The reference provided below should be for one (1) reference project and must comply with the requirements listed in the ITB.

FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

Bidder Name: Persons Services Corp.

Reference Project Name: Historic Restoration of the Nyberg-Swanson House

Reference Project Location: 102 West Dania Beach Blvd, Dania beach, FL 33004.

Description of Bidder's Role on Reference Project and Services Provided. Please use an additional sheet (one page max), if necessary:

Historical renovation project. Demolition and remodel of an existing home from 1912. This included the removal of termite & water damaged wood, & replacement of rotted trusses and a new roofing system. Historical windows were repired, refinished & replicated. Restoration of historic masonry and complete interior finishes.

Compensation for Services Provided:

\$1,245,053,00

Reference Project Start Date and Completion Date:

08/05/2024 - 02/10/2025

Reference Project Construction Cost:

\$1,001,545,00

Reference Project Construction Start Date and Completion Date:

08/05/2024 - 02/10/2025

Reference Project Completed on Time and Within Budget:

Yes

Indicate the Bidder's team members and their roles and responsibilities on the Reference Project and whether they will be involved in the Project related the CRA's ITB. Please use an additional sheet (one page max), if necessary.

Thelma Fay - Project Manager, Megan Yany - Assistant Project Manager - Thomas Cleary | Superintendent

Reference Project Contact Information

Contact Name and Title: Sean Schutten | Project Manager

Company/Organization: City of Dania Beach

Phone and Email: 954-924-6808 x3660 | sschutten@daniabeachfl.gov

Bidder's Certification of Information

By signing below, I acknowledge that the CRA reserves the right to contact the above-named Reference Project Contact and I certify that all information stated above is true and correct to the best of my knowledge.

Authorized Agent Signature:

Authorized Agent Name and Title:

Samantha Vincenty - Regional General Manager

Date:

April 17, 2025

EXHIBIT C: PROJECT REFERENCE FORM

The Bidder shall complete the following information for a previously completed or currently ongoing project/work within the stipulated time, where the Bidder believes said project/work is of equal or greater scope, size, and complexity that best represents its ability to complete the "Project." The reference provided below should be for one (1) reference project and must comply with the requirements listed in the ITB.

FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

Bidder Name: Persons Services Corp.

Reference Project Name: Congress Jewelers Restoration

Reference Project Location: 2075 Periwinkle Way Unit #35, Sanibel, FL 33957

Description of Bidder's Role on Reference Project and Services Provided. Please use an additional sheet (one page max), if necessary:

Complete remodel of a 4,000 SF Jewelry Store. Consisted of Interior and exterior demolition, new framing, drywall, storefronts windows and doors, custom display cases, custom offices, highend finishes and break room facilities for staff.

Compensation for Services Provided:

\$949,298,64

Reference Project Start Date and Completion Date:

06/26/2024 - 11/27/2024

Reference Project Construction Cost:

\$729,182.00

Reference Project Construction Start Date and Completion Date:

06/26/2024 - 11/27/2024

Reference Project Completed on Time and Within Budget:

Yes

Indicate the Bidder's team members and their roles and responsibilities on the Reference Project and whether they will be involved in the Project related the CRA's ITB. Please use an additional sheet (one page max), if necessary.

Jason Ottilige - Project Manager, Brian Cook - Superintendent

Reference Project Contact Information

Contact Name and Title: Scot Congress | Owner

Company/Organization: Congress Jewelers

Phone and Email: 239-560-8994 | scot@scongress.com

Bidder's Certification of Information

By signing below, I acknowledge that the CRA reserves the right to contact the above-named Reference Project Contact and I certify that all information stated above is true and correct to the best of my knowledge.

Authorized Agent Signature:

Authorized Agent Name and Title:

Samantha Vincenty - Regional General Manager

Date:

April 17, 2025

State of Florida Department of State

I certify from the records of this office that PERSONS SERVICES CORP. is an Alabama corporation authorized to transact business in the State of Florida, qualified on May 21, 2019.

The document number of this corporation is F19000002589.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 13, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

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



Secretary of State

Tracking Number: 3422652816CU

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

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



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation PERSONS SERVICES CORP.

Filing Information

Document Number

F19000002589

FEI/EIN Number

63-1237523

Date Filed

05/21/2019

State

AL

Status

ACTIVE

Principal Address

4474 HALLS MILL RD.

MOBILE, AL 36693

Mailing Address

4474 HALLS MILL RD.

MOBILE, FL 36693

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.

2894 REMINGTON GREEN LANE

SUITE A

TALLAHASSEE, FL 32308

Address Changed: 04/27/2023

Officer/Director Detail

Name & Address

Title President

PERSONS, JR., PAUL F

4474 HALLS MILL RD.

MOBILE, AL 36693

Title Director

PERSONS, SR., PAUL F

4474 HALLS MILL RD.

MOBILE, AL 36693

Annual Reports

Report Year Filed Date 2023 04/14/2023 2024 04/05/2024	
2025 01/13/2025	
<u>Document Images</u>	
01/13/2025 - ANNUAL REPORT	View image in PDF format
04/05/2024 - ANNUAL REPORT	View image in PDF format
12/14/2023 - AMENDED ANNUAL REPORT	View image in PDF format
04/14/2023 - ANNUAL REPORT	View image in PDF format
04/06/2022 - ANNUAL REPORT	View image in PDF format
04/12/2021 - ANNUAL REPORT	View image in PDF format
01/15/2020 ANNUAL REPORT	View image in PDF format
05/21/2019 Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-357-4829 VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Receipt #:377-306327
OFFICE/SALES/BUSINESS/ADMIN Business Type: (PROFESSIONAL OFFICE FOR

CONSTRUCTION MANAGEMENT. DO

Owner Name: PAUL STEVENS

Business Opened:06/03/2020

Business Location: 1835 S PERIMETER RD STE 175

State/County/Cert/Reg:

FT LAUDERDALE

Seats

Business Name: PERSONS SERVICES CORP

Exemption Code:

Business Phone: 954 6165106

Rooms

Employees

Machines

Professionals

	For Vending Business Only								
	Number of Machi	nes:							
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid			
45.00	0.00	0.00	0.00	0.00	0.00	45.00			

Receipt Fee

45.00

Packing/Processing/Canning Employees

0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when

the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that

it is in compliance with State or local laws and regulations.

Mailing Address:

WHEN VALIDATED

PAUL STEVENS C/O: PERSONS SERVICES 1835 S PERIMETER RD STE 175 FORT LAUDERDALE, FL 33309-7144

Receipt #WWW-23-00279644 Paid 08/12/2024 45.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829 VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: PERSONS SERVICES CORP

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Owner Name: PAUL STEVENS

Business Location: 1835 S PERIMETER RD STE 175 State/County/Cert/Reg:

FT LAUDERDALE

Business Phone: 954 6165106

Rooms

Exemption Code:

Employees

Machines

Professionals

Sig	nature		For	ly			
1		Number of Machi	nes:				
	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
	45.00	0.00	0.00	0.00	0.00	0.00	45.00

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

- 2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
 - a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Delray Beach Community Redevelopment Agency ("CRA"). The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CRA; and
 - c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an

unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

Company Name: Persons

- a) If the CRA has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the CRA has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Additionized Signature.	
Print Name: Samantha Vincenty	
Title Regional General Manager	
Date: April 17, 2025	
Phone: 954-290-8075	
STATE OF FORDA COUNTY OF BROWAR)	
notarization, this Hay of APPIL,	e me by means of physical presence or a online 2025, by <u>SAMANTHA UNEAM</u> on behalf of
PEDSONS SECULUS COLIHe/she is pe	ersonally know to me or has produced
Notary Public State of Florida Olga Lucia Cala My Commission HH 470406 Expires 12/5/2027	(Name of Notary Typed, Printed or Stamped)
	Title or Rank
	Serial number, if any



SEALIFE & FASHION & DIAMONDS & ESTATE

January 23, 2025

To Whom It May Concern,

I am writing to provide a reference for Persons Services Corp., who recently completed a comprehensive renovation of our fine jewelry store, Congress Jewelers, located at 2075 Periwinkle Way, Unit #35, Sanibel, FL 33957.

Persons Services worked as our construction manager and general contractor during the bidding process through construction closeout and understood the importance of creating an elegant and sophisticated atmosphere that reflects both our brand and the luxury products we offer. The team demonstrated an exceptional attention to detail, working seamlessly with our vision while offering creative insights that elevated the final design.

Throughout the process, Persons Services was both professional, detailed and efficient. They managed to complete the project within our agreed timeline and budget, without compromising on quality. The craftsmanship and materials used in the renovation are of the highest standard, resulting in an environment that perfectly showcases our jewelry collections while providing a comfortable and inviting space for our clients. We were kept informed of progress at every stage, and any questions or concerns were addressed promptly and thoroughly. The team worked harmoniously with our staff, ensuring every detail was met along the way to completion.

Since the completion of the project, we have received an overwhelmingly positive response from our clients, who have praised the new layout, lighting, and overall ambiance of the store. The renovation has undeniably enhanced our brand image and elevated our customer experience.

I highly recommend Persons Services for any construction project, specifically those that require high attention to detail and with high end finishes. Their expertise, professionalism, and dedication to excellence make them an outstanding choice for any business seeking a transformation of this caliber.

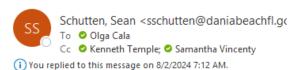
Please feel free to contact me directly if you would like further details about our experience.

Sincerely,

Scot Congress President

Congress Jewelers C: 239-560-8994 Scot@scongress.com

Reference Statement





Hi Olga,

As requested, my reference is provided below:

To Whom it May Concern,

I am writing to provide my highest recommendation for Persons Services Corp. based on their performance in providing construction services. In my capacity as Project Manager for the City of Dania Beach located in Dania Beach, FL, I have the distinct pleasure of working with Persons Services Corp. on our Nyberg Swanson House Historic Restoration project.

From the beginning, Persons Services Corp. exhibited an exceptional level of professionalism, expertise, and dedication. Their team consistently delivered superior work within the established timelines and adhered to industry standards. Their attention to detail and commitment to excellence are evident throughout the project.

Persons Services Corp. communication throughout the project was exemplary. They provided regular updates, promptly addressed any concerns, and collaborated closely with our team to achieve the best possible outcomes. Their transparency and responsiveness contributed to a smooth and efficient project experience.

I am confident that Persons Services Corp. will bring the same level of dedication, expertise, and professionalism to any future projects they undertake. I recommend them for any construction needs you may have and would be happy to provide further information if required.

Sincerely,



Sean Schutten Project Manager | City of Dania Beach

sschutten@daniabeachfl.gov | daniabeachfl.gov 1201 Stirling Road | Dania Beach, FL, 33004

Phone:954-947-3610 x3660







Web: daniabeachfl.gov | App:AskDaniaBeach RISE - Respect, Integrity, Standard of Excellence

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.



PUBLIC WORKS AND CAPITAL PROJECTS DEPARTMENT

6901 Orange DRIVE DAVIE, Florida 33314 Phone: 954.797.1240 • Fax: 954.797.1246 • www.davie-fl.gov

July 30, 2024

To Whom It May Concern:

RE: Persons Services Corporation

I am writing this letter to provide a reference for Persons Services Corporation. I am a Project Manager for the Town of Davie in Florida and have been working with Persons Services in the Boys and Girls Club Addition construction project since December 2023. The anticipated project completion date is October 2024.

Persons Services works efficiently and has been able to make construction progress faster than anticipated. Their team is composed of in-house professionals experienced in the construction industry and subcontractors, and their work conforms to building codes and standards. They deliver quality work within the project schedule and budget. They are conscientious of project site safety and adhere to safety regulations and industry standards. They take ownership of the job, pay attention to detail and are committed to excellence.

They are completing the project construction while the Club continues with regular operations and are able to work on multiple construction disciplines concurrently, which serves them to complete the project within the schedule and shows their flexibility.

Their communication throughout the project is constant and their attitude is sincere. Persons Services provides regular updates and is responsive. They work well with all the parties involved to make the project successful, including their subcontractors, the Architect, Club staff, and Town of Davie staff from various Divisions, including the Building Division with their multiple discipline reviewers and inspectors.

Persons Services can be trusted to bring the same level of dedication and expertise to any future construction projects they undertake. I am available to provide further information.

Sincerely,

Cristina Garcia-Marquez, PE Project Manager Town of David Public Works and Capital Projects

c: Glenda Martinez and Osdel Larrea, Town of Davie