

**Bid Tabulation Packet  
for  
Solicitation ITBC 2024-037**

**Replacement of Beach Master Plan Showers and Fountains**

**Bid Designation: Public**



**City of Delray Beach**



## Bid #ITBC 2024-037 - Replacement of Beach Master Plan Showers and Fountains

Creation Date **Jun 4, 2024**End Date **Aug 28, 2024 2:00:00 PM EDT**Start Date **Jul 31, 2024 3:47:48 PM EDT**Awarded Date **Not Yet Awarded**

ITBC 2024-037--01-01 Site Mobilization/Demobilization, Bonds, and Insurance					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$17,647.50	1 / lump sum	\$17,647.50	Y	
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
West Construction, Inc. [Ad]	First Offer - \$40,200.00	1 / lump sum	\$40,200.00	Y	
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-037--01-02 Maintenance of Traffic					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$5,625.00	1 / lump sum	\$5,625.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
West Construction, Inc. [Ad]	First Offer - \$5,880.00	1 / lump sum	\$5,880.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-037--01-03 Type 1 Shower					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$8,616.25	6 / each	\$51,697.50		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
West Construction, Inc. [Ad]	First Offer - \$8,686.73	6 / each	\$52,120.38		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-037--01-04 Type 2 Shower					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$6,611.25	12 / each	\$79,335.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
West Construction, Inc. [Ad]	First Offer - \$6,710.05	12 / each	\$80,520.60		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			



ITBC 2024-037--01-05 Type 3 Shower					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$8,471.25	12 / each	\$101,655.00	Y	
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
West Construction, Inc. [Ad]	First Offer - \$8,543.00	12 / each	\$102,516.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-037--01-06 Type 1 Drinking Fountain					

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$11,546.25	3 / each	\$34,638.75		
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
West Construction, Inc. [Ad]	First Offer - \$11,574.62	3 / each	\$34,723.86		
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

ITBC 2024-037--01-07 Type 2 Drinking Fountain					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$10,335.00	3 / each	\$31,005.00		
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
West Construction, Inc. [Ad]	First Offer - \$10,381.22	3 / each	\$31,143.66		
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

**Supplier Totals**

<b>f MBR CONSTRUCTION, INC.</b>		<b>\$321,603.75 (7/7 items)</b>	
Bid Contact	<b>Ron Boss</b> <b>rboss@mbrconstruction.com</b> <b>Ph 954-486-8404</b> <b>Fax 954-486-9579</b>	Address	<b>1020 NW 51st Street</b> <b>FORT LAUDERDALE, FL 33309</b>
Bid Bond	 (Status: This bid bond could not be verified)		
Bid Notes	<b>Per Gene in CoDB Purchasing 561-243-7351; Due to prob with Surety2000/Bidsync importing, provided bond number over phone</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Per Gene in CoDB Purchasing 561-243-7351; Due to prob with Surety2000/Bidsync importing, provided bond number over phone	<b>Head Attch:</b> 
<b>Bid Allowance</b>			\$10,010.00
<b>f West Construction, Inc. [Ad]</b>		<b>\$347,104.50 (7/7 items)</b>	
Bid Contact	<b>Martha A Morgan</b> <b>rbarrett@westconstructioninc.net</b> <b>Ph 561-588-2027</b> <b>Fax 561-582-9419</b>	Address	<b>820 N 4th Street</b> <b>Lantana, FL 33462</b>
Bid Bond	 (Status: This bid bond could not be verified)		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	<b>Head Attch:</b> 
<b>Bid Allowance</b>			\$10,010.00


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**MBR CONSTRUCTION, INC.**

Bid Contact **Ron Boss**  
**rboss@mbrconstruction.com**  
**Ph 954-486-8404**  
**Fax 954-486-9579**

Address **1020 NW 51st Street**  
**FORT LAUDERDALE, FL 33309**

Bid Bond  (Status: This bid bond could not be verified)

Bid Notes **Per Gene in CoDB Purchasing 561-243-7351; Due to prob with Surety2000/Bidsync importing, provided bond number over phone**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
ITBC 2024-037--01-01	Site Mobilization/Demobilization, Bonds, and Insurance	Supplier Product Code:	First Offer - \$17,647.50	1 / lump sum	\$17,647.50 Y
ITBC 2024-037--01-02	Maintenance of Traffic	Supplier Product Code:	First Offer - \$5,625.00	1 / lump sum	\$5,625.00
ITBC 2024-037--01-03	Type 1 Shower	Supplier Product Code:	First Offer - \$8,616.25	6 / each	\$51,697.50
ITBC 2024-037--01-04	Type 2 Shower	Supplier Product Code:	First Offer - \$6,611.25	12 / each	\$79,335.00
ITBC 2024-037--01-05	Type 3 Shower	Supplier Product Code:	First Offer - \$8,471.25	12 / each	\$101,655.00 Y
ITBC 2024-037--01-06	Type 1 Drinking Fountain	Supplier Product Code:	First Offer - \$11,546.25	3 / each	\$34,638.75
ITBC 2024-037--01-07	Type 2 Drinking Fountain	Supplier Product Code:	First Offer - \$10,335.00	3 / each	\$31,005.00
<b>Bid Allowance</b>			\$10,010.00		
					Supplier Total <b>\$321,603.75</b>

**Bid Bond from**

Surety

Bid Bond Number

Bond Type

Bond Form

Bid Date

Bid ID

Security Percent        %

Job Description

---

Agency ID

Name

Address                , , ,

Phone

Contact Name

Bond Status

Execution Date

---

Contractor ID

Name

Contractor Tax ID

Assigned Contractor ID

Address                , , ,

Phone

---

Name

Address                , , ,

---

Surety ID

Name

NAIC Number

State of Incorporation

Contact

Address                    , , ,  
Phone  
Terror Rider

**MBR CONSTRUCTION, INC.**Item: **Site Mobilization/Demobilization, Bonds, and Insurance****Attachments**

24DR01 Proposal -f.pdf

**SECTION 2: PROPOSAL**Proposal of MBR Construction, Inc

(Contractor)

1020 NW 51st St, Fort Lauderdale, FL 33309

(Address)

to furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

**ITBC NO.: 2024-037****Replacement of Beach Master Plan Showers and Fountains****PROJECT NO.: 24-009**

To: Purchasing and Contract Administration Division  
City of Delray Beach  
100 NW 1st Avenue  
Delray Beach, Florida 33444

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for one hundred and twenty (120) days after the day of Bid opening. Bidder will sign and deliver to the CITY the Agreement and submit the Contract Security, Insurance Certificates and other documents required by the Contract Documents within fifteen (15) days after the date of OWNER'S Notice of Intent to Award. If Bidder fails to sign the Agreement and deliver the Agreement to the CITY accompanied by the required security, insurance certificates and other documents within the time specified, the CITY has the authority to rescind the bid award and retain the bid security which shall be forfeited as liquidated damages.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- a. Bidder has examined copies of all the Contract Documents and of the following addenda:

Number	Date	Number	Date
<u>1</u>	<u>8/13/2024</u>	<u>N/A</u>	<u></u>
<u>N/A</u>	<u></u>	<u>N/A</u>	<u></u>
<u>N/A</u>	<u></u>	<u>N/A</u>	<u></u>

☒ Attached Bid Security in the amount of five percent (5%) of the Bidders maximum bid price

☒ Acknowledgement of all addendums

receipt of all of which is hereby acknowledged and also copies of the Advertisement for Bids and the Instructions to Bidders;

- b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary. **Bidder warrants and represents that there are no defects, errors or inconsistencies in the plans, specifications or any of the Contract Documents and that the actual site conditions comport to the conditions set forth therein.**
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY; no City official nor any City employee has a direct or indirect interest in said bid, in the supplies or work to which it relates, to any person associated with the firm performing the work, or to the profits resulting from the work.

[remainder of page intentionally left blank]

4. Bidder agrees that the Work will be substantially completed within **one hundred (100)** calendar days from the date of the issuance of the Notice to Proceed and completed and ready for final payment in accordance with paragraph 15.13 of the General Conditions within **thirty (30) calendar days** from the date of Substantial Completion.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

5. The undersigned agrees as follows:

Accompanying this Proposal is a certified check, cashier's check or bid bond, in the amount of **five percent (5%)** of total Bid Price, meeting the requirements of the Contract Documents for \$ --5% of Bid Amount-- payable to the City of Delray Beach which is to be forfeited if, in the event that this Proposal is accepted, the undersigned **shall** fail to execute the contract and furnish satisfactory Contract Security and furnish insurance certificates under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or bid bond is to be returned as provided herein.

6. Communications concerning this Bid **shall** be addressed to the Bidder as indicated below.
7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on 8/28/2024  
(date)

If a Corporation

Signature of Bidder

By: 

Print Name: Michael R Boss, President

Corporate Seal

Address of Bidder: 1020 NW 51st Street, Fort Lauderdale, FL 33309

Incorporated under the laws of the State of Florida



~~If an Individual, Partnership, or Non-Incorporated Organization~~

Signature of Bidder

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address of Bidder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~Certificate of Competency number \_\_\_\_\_~~

The names of the corporate officers, or partners, or individuals doing business under trade name, is as follows:

Signature of Bidder

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_.



CERTIFICATE  
(If a Corporation)

STATE OF Florida )  
 ) SS  
COUNTY OF Broward )

I HEREBY CERTIFY that a meeting of the Board of Directors of MBR Construction, Inc,  
a Corporation under the laws of the State of Florida held on August 28, 2024 the  
following resolution was duly passed and adopted:

"RESOLVED, that Michael R Boss, as President of the  
Corporation, be and he is hereby authorized to execute the Proposal dated  
August 28, 2024, between the City of Delray Beach, Florida and this Corporation,  
and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal  
affixed, **shall** be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of August, 2024.

By: \_\_\_\_\_

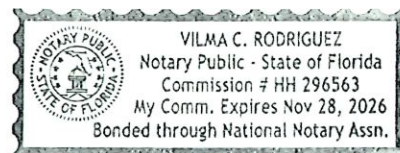
Print Name: Michael R Boss

Title: President

Subscribed and sworn to before me this 28 day of August, 2024.

Signature and Stamp of Notary Public

My Commission Expires: Nov 28, 2026



CERTIFICATE  
(If a Partnership)

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the partners of \_\_\_\_\_, a  
Partnership under the laws of the State of \_\_\_\_\_ held on \_\_\_\_\_, 20\_\_ the  
following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the  
Partnership, be and he is hereby authorized to execute the Proposal dated \_\_\_\_\_,  
20\_\_, between the City of Delray Beach, Florida and this Partnership, and that this execution  
thereof, attested by the \_\_\_\_\_ of the Partnership be the official act and deed  
of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature and Stamp of Notary Public

My Commission Expires:

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers **must** disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

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

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for 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 City 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:

    X     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 Proposal.

       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 Proposal.

Acknowledged by:

MBR Construction, Inc

Firm Name

Signature

Michael R Boss, President

Name and Title (Print or Type)

8/28/2024

Date

[remainder of page intentionally left blank]



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 Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposal on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-consultant, 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:

MBR Construction, Inc

Firm Name

Signature

Michael R Boss, President

Name and Title (Print or Type)

8/28/2024

Date

[remainder of page intentionally left blank]

**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 City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach 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 City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach 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 City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1<sup>ST</sup> AVENUE, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: JOHNSONK@MYDELRAYBEACH.COM**

**Acknowledged:**

MBR Construction, Inc

**Firm Name**

**Signature**

Michael R Boss, President

**Name and Title (Print or Type)**

8/28/2024

**Date**

[remainder of page intentionally left blank]



### DRUG FREE WORKPLACE CERTIFICATION

**IDENTICAL TIE BIDS:** Preference **shall** be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program **shall** be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business **shall**:

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

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

  
\_\_\_\_\_  
Bidders Signature

Michael R Boss  
\_\_\_\_\_  
(Print or type)

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NON-COLLUSIVE AFFIDAVIT

STATE OF Florida )  
 ) SS  
 COUNTY OF Broward )

Michael R Boss

being first duly sworn, deposes and says that:

- (1) He is the President,  
 (Owner, Partner, Officer, Representative or Agent)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any 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 (Recipient), or any person interested in the proposed Contract;
- (5) The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: 

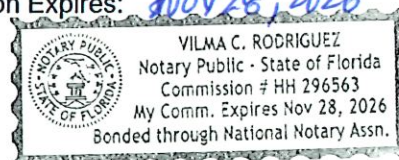
Print Name: Michael R Boss

Title: President

Subscribed and sworn to before me this 28 day of August, 2024.

  
 Signature and Stamp of Notary Public

My Commission Expires: NOV 28, 2026





TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

Name: Michael R Boss

Title: President

Date: 8/28/2024

Signature: 

[remainder of page intentionally left blank]



SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies **must** complete and return this form with its response.

Company: MBR Construction, Inc FID or EIN No.: 65-0373938

Address: 1020 NW 51st Street

City: Fort Lauderdale State: FL Zip: 33309

I, Michael R Boss, as a representative of MBR Construction  
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Name: Michael R Boss

Title: President

Date: 8/28/2024

Signature: 

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TRENCH SAFETY ACT  
Florida Statutes Section 553.60 et seq.

"Trench Safety Act" Compliance

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

<u>Method of Compliance</u>	<u>Cost</u>
All Required	\$100/LF

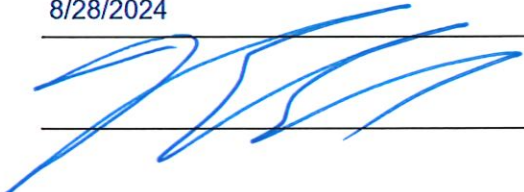
Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above may result in the bid being declared non-responsive.

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

Name: Michael R Boss

Title: President

Date: 8/28/2024

Signature: 

[remainder of page intentionally left blank]

### CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** This order is for the purchase of goods and/or services (herein referred to as "the Articles" described on the front side herein). The Buyer's offer to the Seller and the Seller's acknowledgment to the Buyer **shall** constitute Seller's acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries by Buyer **shall** constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise. In the event of a conflict, Buyer's terms and conditions prevail.
2. **WARRANTY-PRODUCT:** The Seller expressly warrants that the Articles **shall** be merchantable within the meaning of Articles 2-314 (2) of the Uniform Commercial Code as provided by Florida Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law the Articles **shall** conform to specifications, drawing, and description and **shall** be free from defects in materials and workmanship. Seller also warrants that the extent the Articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. Such warranties, including warranties prescribed by law **shall** run to Buyer, its successor, assigns, and customers, and to users of the Articles for a period of one (1) year after delivery unless otherwise stated.
3. **INDEMNITY AND INSURANCE:** (a) Seller **shall** defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of Seller's (or its subcontractor's) work or performance hereunder and **shall** procure and maintain liability insurance, including contractual liability coverage, with minimum limits of \$300,000 combined single limits to be effective during period of warranty with such higher limits as Buyer **shall** reasonably request of Seller. Seller **shall** on or before delivery of the Articles purchased hereunder, furnish to Buyer a Certificate of Insurance evidencing the foregoing coverage and limits. (b) Seller **shall** defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder. (c) Seller **shall** defend, indemnify and hold harmless Buyer, its officers, directors, agents and employees from and against any and all damages, charges, losses, (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions, and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents and/or employees or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed.
4. **TERMINATION:** (a) Buyer may terminate this order, in whole or in part without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof. (b) Buyer may terminate this order in whole or in part, at any time for its convenience, by noticing to Seller in writing. On receipt by Seller of such notice, Seller **shall**, and to the extent specified therein, stop work hereunder and stop the placement of subcontractors, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim **must** be submitted to Buyer within sixty (60) days after the effective date of the termination. (c) Any termination by Buyer, whether for default or otherwise, **shall** be without prejudice to any claims for damages or other rights of Buyer against Seller. (d) Buyer **shall** have the right to audit all elements of any termination claim and Seller **shall** make available to Buyer on request all books, records, and papers relating thereto.
5. **COMPLIANCE WITH LAWS:** Seller guarantees to Buyer that the Articles comply with all federal, state, and local laws, regulations, declarations, interpretations, and orders issued thereunder.
6. **CONTROLLING LAW:** This order and the performance of the parties hereunder **shall** be controlled and governed by the law of the State of Florida, and the venue **shall** be in Palm Beach County, Florida.

7. **GENERAL:** All warranties **shall** be construed as conditions as well as warranties. No waiver of a breach or any provision of this order **shall** constitute a waiver of any other breach or provision. No modification or change in, or departure from, or waiver of the provisions of this order **shall** be valid or binding unless approved by Buyer in writing. This order **shall** constitute the entire agreement between the parties. The Seller expressly agreed that any terms or conditions contained on any form or agreement other than this agreement, unless specifically agreed to otherwise by Seller and Buyer, which are not in full accord with the above stated agreement and its terms, **shall** be null and void.
8. **ALLOCATION OF RISK:** This risk for any damage to or destruction of the goods **shall** be borne by the Seller at all times until delivery to the control of the Buyer, which **shall** be the point at which the Buyer actually receives the goods for use and has accepted such.
9. **COURSE OF PERFORMANCE:** The fact that a party may accept or acquiesce in a course of performance under this agreement does not affect the meaning of this agreement even though the accepting/acquiescing party knows of the nature of the performance and has an opportunity to object to it. (With respect to this course of performance provision, any time an individual attempts to perform under the contract in a manner which is not in accord with the terms of the contract, the City **must** promptly object to the manner of performance.)
10. **PAST PRACTICES:** The previous customs and practices of the parties hereto **shall** not be deemed a waiver or modification of the terms hereof.
11. **REPAIRS - NON ACCEPTANCE:** If any of the goods are delivered in a defective or non-working condition, efforts of the Buyer to correct such defect **shall** not constitute an acceptance where commercially reasonable in extent and cost, so that the Buyer may still reject the goods where the attempt to repair has proved unsuccessful.
12. **PLACE OF DELIVERY:** The goods **shall** be delivered to the City of Delray Beach, Florida, at address as stated on front.
13. **INSPECTION GOODS:** The Buyer **shall** have the right to inspect all goods before accepting delivery or making payment therefore. If rejected, the goods will be returned at Seller's risk, and all handling and transportation expenses, both ways, will be borne by and assumed by Seller. When material has been rejected by Buyer and returned for replacement it is essential that Seller receive new shipping instructions from Buyer before making the replacement. Inspection and approval for acceptance **shall** be made by the appropriate user department. The expense of inspection **shall** be borne by the Buyer except as to goods which are properly rejected as non-conforming. Inspection **shall** be made within fourteen (14) calendar days of the delivery of goods.
14. **NOTICE OF DEFECTS:** It is expressly agreed that all claims for alleged damages or defective goods, shortage, or other cause **shall** be deemed waived unless made in writing and sent by Buyer within twenty (20) calendar days after Buyer learns of the alleged defect, damage, shortage, or other cause giving rise to the claim, provided, however, that any defects incapable of discovery **shall** not be deemed waived by the provisions herein, and, provided further, that this provision **shall** not be deemed a waiver of any warranties set forth herein or in any modification to this agreement.
15. **FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except as set forth herein, provided, however, that notwithstanding any other provisions to the contrary herein, Buyer may have sought the expertise of Seller with respect to the fitness for a particular purpose of the subject goods and in purchasing said goods, may have relied upon the representations of Seller as an expert with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance **shall** constitute a modification to the terms of this agreement which **shall** effect a warranty of fitness for a particular purpose.

16. **CONSEQUENTIAL DAMAGE:** Seller acknowledges that Buyer has informed him that the goods are to be used by Buyer and that failure of Seller to fulfill the terms of this contract may result in consequential damages to Buyer because of the intended use to be made of the goods to the Buyer.
17. **TAX EXEMPTION:** The City of Delray Beach is exempt from Federal Excise Taxes. Where tax applies invoice **must** show gross, price, amount of tax, net price. Exemption certificate will be signed upon request.

Name: Michael R Boss

Title: President

Date: 8/28/2024

Signature: 

[remainder of page intentionally left blank]



### CONE OF SILENCE

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this ITBC, which provides as follows:

- (a) **Cone of silence** means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
  - (1) Any person or person's representative seeking an award from such competitive solicitation; and
  - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- (b) For the purposes of this section, a person's representative **shall** include but not be limited to the person's employee, partner, officer, director, CONSULTANT, lobbyist, or any actual or potential subcontractor or CONSULTANT of the person.
- (c) Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the cone of silence. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and **shall** remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation **shall** provide notice of cone of silence requirements and refer to this article.
- (d) The provisions of this article **shall** not apply to oral communications at any public proceeding, including prebid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence **shall** not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- (e) The cone of silence **shall** not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- (f) The cone of silence **shall** terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process.
- (g) Any contract entered into in violation of the cone of silence provisions in this section **shall** render the transaction voidable.

Contractor's Name: MBR Construction, Inc

Michael R Boss

Signature: 

Date: 6/28/2024



PROVIDED VIA SURETY 2000

City of Delray Beach

ITBC No. 2024-037

Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

**BID BOND**

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

KNOW ALL MY BY THESE PRESENTS that \_\_\_\_\_ as Principal, and  
 \_\_\_\_\_ as surety, are held and firmly bound unto the City of Delray

Beach, Florida, hereinafter called the City in the penal sum of \_\_\_\_\_ dollars (\$) )  
 lawful money of the United States, for the payment of which sum will and truly to be made, we bind  
 ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these  
 presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Principal has submitted the  
 accompanying bid, dated \_\_\_\_\_, for project titled:

**ITBC NO.: 2024-037**  
**Replacement of Beach Master Plan Showers and Fountains**  
**PROJECT NO.: 24-009**

NOW, THEREFORE,

- (a) It is a condition precedent to the submission of said bid that a certified check, cashiers check or bid bond in the amount of **five percent (5%)** of the base bid be submitted with said bid as a guarantee that Bidder would, if awarded the contract, enter into a written contract with the CITY for the completion of the Work specified in the Contract Documents for the amount indicated in the Bid.
- (b) If the Principal **shall** not withdraw said bond within one hundred and twenty (120) days after date of the same, and **shall** within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligation **shall** be void and of no effect, otherwise the sum herein stated **shall** be due and payable to the CITY and the surety herein agrees to pay said sum immediately upon demand of the CITY in good and lawful money of the United States of America as liquidated damages for failure thereof of said principal.

IN WITNESS WHEREOF, the above-bounded parties executed this instrument under their several seals,  
 this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being  
 hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of  
 its governing body.

I \_\_\_\_\_ (person), on behalf of  
 \_\_\_\_\_ (surety)

\_\_\_\_\_ (surety company) have read

and examined the Performance and Payment Bonds attached to Bid No. \_\_\_\_\_.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

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

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

PRINCIPAL

\_\_\_\_\_  
(firm name)

By: \_\_\_\_\_  
(Signature of Authorized Officer)

(affix Seal)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

SURETY

\_\_\_\_\_  
(firm name)

By: \_\_\_\_\_  
(Signature of Authorized Officer)

(affix Seal)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Local Insurance Agency \_\_\_\_\_



INFORMATION REQUIRED OF BIDDER

## BIDDER'S GENERAL INFORMATION:

Bidder **shall** furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets **shall** be attached as required.

- (1) CONTRACTOR'S name and address:

MBR Construction, Inc

1020 NW 51st Street

Fort Lauderdale, FL 33309

- (2) CONTRACTOR'S telephone number: 954-486-8404

- (3) Number of years as a CONTRACTOR in this type of work: 31

- (4) Names and titles of all officers of CONTRACTOR'S firm:

Michael R Boss, President

Wendy Cole-Broccoli, Secretary and Treasurer

- (5) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Liberty Mutual Surety 3011 Sutton Gate Dr #300, Suwanee , Ga 30024 - 678-417-3379

Agent Brown & Brown 1201 W. Cypress Creek Road, Suite 130, Fort Lauderdale, FL  
Layne Holmes 954-331-1346

- (6) Principal Materials Manufactures and Subcontractors. This proposal is being submitted by the hereinafter stated CONTRACTOR who proposes to perform work specified and shown on the Drawings. The Bid Proposal shown on the preceding page(s) has been calculated and tabulated using basic material prices. The following is a list of material manufactures and subcontractors whose materials and services said CONTRACTOR propose to furnish and utilize if the awarded a CONTRACT for the work specified herein and shown on the Plans. It is understood that the following list is not complete but includes the names of manufacturers of the principal components and subcontractors supplying principal services to said project. It is also understood that if awarded a Contract, the CONTRACTOR will furnish the materials of the manufactures and utilize the services of the subcontractors stated herein and that if for any reason whatsoever CONTRACTOR wishes to substitute materials or subcontractors he **shall** request permission in writing from the City stating fully the reason for making such a request prior to ordering same.

All of said manufactures or their authorized vendors have been made aware of all the appropriate portions of the Contract Documents and agree that their materials will meet all of the requirements stated therein and that deliveries will be scheduled so as not to impede the progress of the work.

Materials

Fountains & Showers

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Manufacturer

Most Dependable Fountains

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~~Subcontractors~~

~~Name~~

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Signature of Bidder

By: 

Print Name: Michael R Boss

QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business in the State of Florida as a Contractor?  
31
2. What is the last project of this nature that you have completed?  
Caporella Park, City of Tamarac
3. Have you ever failed to complete work awarded to you: If so where and why?  
No
4. Name three individuals or corporations for which you have performed work and to which you refer?  
>> See Attached <<
5. List the following information concerning all contracts on hand as of the date of submission of this proposal. (In case of co-venture, list the information of all co-venturers).

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE/OF COMPLETION</u>	<u>%OF COMPLETION TO DATE</u>
------------------------	--------------	-----------------------------	--------------------------------------	-------------------------------

>> See Attached <<

(Continue list on insert sheet, if needed)

6. Have you personally inspected the proposed work and have you a complete plan for its performance?  
Yes
7. Will you sublet any part of this work? If so, give details.  
No
8. What equipment do you own that is available for the work?  
(Attach additional sheets as necessary)  
All Required



9. What equipment will you purchase for the proposed work?

Any Required

10. What equipment will you rent for the proposed work?

Any Required

State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the business under the trade name. It is absolutely necessary that this information be furnished).

MBR Construction, Inc.

Correct Name of Bidder

a) The business is a (Sole Proprietorship) (Partnership) (Corporation) Corporation

b) The address of principal place of business is 1020 NW 51st Street  
Fort Lauderdale, FL 33309

c) The names of the corporate officers or partners, or individuals doing business under a trade name, is as follows:

No DBAs

Signature of Bidder

By:

Print Name: Michael R Boss

Business Address: 1020 NW 51st Street

Fort Lauderdale, FL 33309

Incorporated under the laws of the State of Florida

END OF SECTION 2

**2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P92000004585

**Entity Name:** MBR CONSTRUCTION, INC.

**Current Principal Place of Business:**

1020 NW 51 STREET  
FORT LAUDERDALE, FL 33309

**Current Mailing Address:**

1020 NW 51 STREET  
FORT LAUDERDALE, FL 33309 US

**FEI Number:** 65-0373938

**Name and Address of Current Registered Agent:**

BOSS, MICHAEL R  
1020 NW 51 STREET  
FT. LAUDERDALE, FL 33309 US

**Certificate of Status Desired:** Yes

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: MICHAEL BOSS	02/08/2024
Electronic Signature of Registered Agent	Date

**Officer/Director Detail :**

Title	DP	Title	SECRETARY
Name	BOSS, MICHAEL	Name	COLE-BROCCOLI, WENDY
Address	1020 NW 51 STREET	Address	1020 NW 51 STREET
City-State-Zip:	FORT LAUDERDALE FL 33309	City-State-Zip:	FORT LAUDERDALE FL 33309

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: WENDY COLE-BROCCOLI	SEC	02/08/2024
Electronic Signature of Signing Officer/Director Detail		Date

## REFERENCES &amp; PROJECTS

**Major Construction Projects in progress/contract**

<b><u>Project</u></b>	<b><u>Owner</u></b>	<b><u>Owner's Rep</u></b>	<b><u>Type</u></b>	<b><u>Phone</u></b>	<b><u>Title</u></b>	<b><u>Architect</u></b>	<b><u>Contract \$</u></b>	<b><u>% Completed</u></b>	<b><u>Scheduled Completion</u></b>
									<b><u>Date</u></b>
Huizinga Park Renovations	Fort Laud. DDA	Alex Saiz	Park/Structure	954-888-6002	Planning & Program Mgr.	Stiles Architectural Group	\$ 9,207,855	1%	Oct-25
Hollywood North Beach Mooring Fields	Broward County	Martin Gross	Park/Marine	954-577-4646	Project Engineer	Thompson and Associates	\$ 5,926,000	1%	May-25
Sunrise Veterans Park (Takeover)	Sunrise	Earl Prizlee	Park	954-888-6002	Project Manager	Saltz Michelson	\$ 2,259,839	99%	Aug-24
CB Smith Aquatics Building	Broward County	Kevin Bacheda	Structure	954.357.8146	Project Manager	Synalovski Romanin	\$ 1,162,676	30%	Jan-25
Village Art Plaza	Sunrise	Fernando Pleitez	Streetscape	954-789-8523	Project Manager	Kimley Horn	\$ 3,692,571	95%	Sep-24
Johnnie L Tigner Community Center (Design Build)	Deerfield Beach	Priscilla Cygielnik	Structure	954-616-1746	City Engineer	Walters Zackeria	\$ 10,242,046	95%	Sep-24
Spring Valley / Armstrong Park (Design Build)	Pembroke Pines	Christina Sorensen	Park/Structure	954-392-2130	Asst. City Manager	Walters Zackeria	\$ 4,893,000	50%	Dec-24

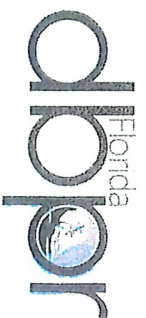
**Major Construction Projects completed**

<b><u>Project</u></b>	<b><u>Owner</u></b>	<b><u>Owner's Rep</u></b>	<b><u>Type</u></b>	<b><u>Phone</u></b>	<b><u>Title</u></b>	<b><u>Architect</u></b>	<b><u>Contract \$</u></b>	<b><u>Budget</u></b>	<b><u>Completion</u></b>
									<b><u>date</u></b>
Boca Raton Congress & Clint Moore Roadway	Boca Raton	Curtis Cahoon	Streetscape	561-416-3424	Project Manager	Boca Raton	\$ 1,164,096	Yes	Aug-24
Caporella Park (Design Build)	Tamarac	Dibb Machuca	Park/Structure	954-597-3725	Capital Projects Manager	Walters Zackeria	\$ 4,438,000	Yes	Dec-23
Serino Park (Design Build)	Margate	Mike Jones	Park/Structure	954-972-6458	Director of Parks and Rec.	Walters Zackeria	\$ 1,927,792	Yes	Nov-23
Tamarac Buffer Wall Phase VI	Tamarac	Alan Lam	Sound Wall	954-597-3707	Project Engineer	Stantec	\$ 1,499,483	Yes	Nov-23
TY Park Reclaimed Irrigation	Broward County	Michael Halupke	Irrigation	954-577-4637	Project Manager	Thompson & Associates	\$ 1,959,840	Yes	May-23
Sunrise Athletic Complex	Sunrise	Chris Ulrich	Park/Structure	954-888-6060	Projects Manager	Saltz Michelson	\$ 14,778,944	Yes	Feb-23
CMAR Anne Gillis Urban Plaza	Pompano Beach	Horacio Danovich	Park	954-980-2208	Project Manager	Cartaya and Associates	\$ 1,396,763	Yes	Dec-22
Welleby Park (Takeover)	Sunrise	Errol Prezlie	Park	954-888-6002	Projects Coordinator	Kimley Horn	\$ 1,998,368	Yes	Sep-22
Vinson Park (Design Build)	Margate	Mike Jones	Park/Structure	954-972-6458	Dir of Parks and Rec	Walters Zackeria	\$ 2,008,852	Yes	Apr-22
Everglades Holiday Park	Broward County	Martin Gross	Park/Structure/Marine	954-577-4646	Project Engineer	Keith and Associates	\$ 11,926,727	Yes	Mar-22
Beach Master Plan Phase 2	Delray Beach	Isaac Kovner	Beach Fencing/Lighting/Roadway/Site Furnishings	561-243-7341	Principal Engineer	EDSA	\$ 2,492,000	Yes	Dec-19
Beach Master Plan Phase 1	Delray Beach	Isaac Kovner	Beach Sidewalk/Showers/Fountains/Site furnishings	561-243-7341	Principal Engineer	EDSA	\$ 2,348,000	Yes	Oct-17



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

**BOSS, MICHAEL RONALD**

MBR CONSTRUCTION INC  
1020 NW 51 STREET  
FORT LAUDERDALE FL 33309

**LICENSE NUMBER: CGC1512261**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

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

**VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024****DBA:**  
**Business Name:** M B R CONSTRUCTION CO INC**Receipt #:** 180-8690  
**Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)**Owner Name:** MICHAEL RONALD BOSS  
**Business Location:** 1020 NW 51 ST  
FT LAUDERDALE  
**Business Phone:** 954-486-8404**Business Opened:** 11/10/2008  
**State/County/Cert/Reg:** CGC1512261  
**Exemption Code:****Rooms**                      **Seats**                      **Employees**                      **Machines**                      **Professionals**  
9

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee 27.00  
Packing/Processing/Canning Employees 0.00**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS****THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

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:**MICHAEL RONALD BOSS  
1020 NW 51 ST  
FORT LAUDERDALE, FL 33309**Receipt #** WWW-22-00268987  
**Paid** 08/30/2023 27.00**2023 - 2024****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

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

**VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024****DBA:**  
**Business Name:** M B R CONSTRUCTION CO INC**Receipt #:** 180-8690  
**Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)**Owner Name:** MICHAEL RONALD BOSS  
**Business Location:** 1020 NW 51 ST  
FT LAUDERDALE  
**Business Phone:** 954-486-8404**Business Opened:** 11/10/2008  
**State/County/Cert/Reg:** CGC1512261  
**Exemption Code:****Rooms**                      **Seats**                      **Employees**                      **Machines**                      **Professionals**  
9

Signature	For Vending Business Only						
	Number of Machines:			Vending Type:			
	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
	27.00	0.00	0.00	0.00	0.00	0.00	27.00

**Receipt #** WWW-22-00268987  
**Paid** 08/30/2023 27.00



MBR Construction originally installed the fountains and showers that this project is proposing to remove/replace.

## DELRAY BEACH MASTER PLAN PHASE 1 – (November 2017)



**Scope of Work:** Work entailed demolition of existing Sidewalk, gazebos, parking meters and signs. Construct 103,000 SF of decorative color concrete sidewalk with 3 colors and aggregates in a wave pattern, alongside the beach. Also two beach pavilions, install showers, drinking fountains, benches, bike racks, dog waste station, surfboard rack, and trash receptacles. Reinforce, refinish and paint existing knee wall, sand dune landscaping and irrigation.

This project required MOT, project phasing and coordination to maintain pedestrian flow to the littoral area.

Contract Amount: \$ 2,292,494.42

Final Contract Amount: \$ 2,352,494.42

Client: City of Delray Beach

Contact: Isaac Kovner, Principal Engineer

Telephone: (561) 322-5052

Email: [kovner@mydelraybeach.com](mailto:kovner@mydelraybeach.com)





## EXPERIENCE ON SIMILAR PROJECTS



### DESIGN BUILD SERVICES FOR CAPORELLA PARK – (2023)



The scope of work included increasing the parking lot capacity by adding four more parking spaces and an additional handicapped space. A new entry plaza to welcome visitors, and a 1,200 square foot Restroom & Concessions Building.

In addition to these improvements, a 1/3 of a mile long concrete 8' wide multipurpose trail was developed, leading to all the park amenities. These amenities comprise a dedicated area with 10 fitness stations, complete with shade for users. A 5,000 square foot playground featuring universal-access equipment and a shade structure which provides a safe and enjoyable space for children.

A 40x40 Picnic Shelter was constructed, equipped with picnic tables and BBQ grilles for park visitors to enjoy outdoor meals. The project also included the installation of a stage and amphitheater, featuring a 2,500 square foot tensile structure stage along the edge of the lake. A grass amphitheater/plaza area for spectators overlooking the expansive lake, serving as a picturesque backdrop for events.

Furthermore, enhancements to recreational features included a fishing pier, accessible from the new multipurpose walking trail. The pier has added lighting for better visibility. Additionally, a new non-motorized boat launch with a floating deck was established, providing ADA direct access from the primary parking lot.

Original Contract Amount: \$ 4,438,830.94

Final Contract Amount: \$ 4,808,318.35

Client: City of Tamarac

Contact: Dibb Machuca, Project Manager

Telephone: 954-597-3725

Email: [Dibb.Machuca@tamarac.org](mailto:Dibb.Machuca@tamarac.org)



## 1. SUNRISE ATHLETIC COMPLEX RENOVATION – (2022)



**Scope of Work:** This project includes site demolition, site utilities improvements, construction of a new 15,000 SF Multi-purpose Center, a metal structure to house five basketball courts, new parking lot, resurfacing of existing tennis courts, new playground, new Concession building, new scoreboard towers, new sports lighting, new security and technology systems, refurbish full size

multipurpose fields, renovations to existing meeting hall and restroom facilities, new landscaping and Irrigation.

Original Contract Amount: \$ 14,896,944.00

Final Contract Amount: \$ 14,797,682.83

Client: City of Sunrise

Contact: Megan Kaufold, Project Manager

Telephone: (954) 888-6070

Email: [mkaufold@sunrisefl.gov](mailto:mkaufold@sunrisefl.gov)



## 2. EVERGLADES HOLIDAY PARK IMPROVEMENTS – (2021)



**Scope of Work:** This project is located at 21940 Griffin Road in Unincorporated Broward County. The work under this contract includes extensive renovations to the Park's existing site elements and infrastructure including: demolition, clearing & grubbing, earthwork, storm water pollution prevention, storm water drainage system, fire protection pump system, fire protection piping and hydrants, potable water service, grinder pump station, sewer force main, asphalt pavement, pavement markings and signage, concrete sidewalks & curbs, stamped concrete drive, site electrical service, site lighting, dock pilings, auger cast pilings, fixed & floating docks, stone rip-rap stabilized shoreline, steel sheet piling bulkhead, boat ramps, levee flood wall, new buildings, tree removals & relocations, landscape & irrigation, fencing and several optional bid items.

This project bares a high level of difficulty, entailing phasing and intricate coordination, in order to maintain uninterrupted operations to the Everglades Holiday Park business operations and guide visitors safely thru the park. The Everglades Holiday Park maintains a high volume of visitors to the South Florida Alligator Park which is a top attraction for locals and visitors alike to experience the Gator Boys Alligator Rescue presentation and hoping onto an airboat to zip across the River of Grass which is the Everglades.

**Original Contract Amount:** \$ 10,584,210.00

**Final Contract Amount:** \$ 11,926,727.26

**Client:** Broward County Parks and Recreation

**Contact:** Mauricio Sigal, Project Manager

**Telephone:** (305) 608-8467

**Email:** [msigal@broward.org](mailto:msigal@broward.org)



### 3. SUNRISE CITY PARK – (2020)



**Scope of Work:** The new and improved City Park, re-opened in November 2020, brings impressive and contemporary park amenities to Sunrise’s original neighborhoods in the east. This 5.5 acre leisure space was funded by park bonds overwhelmingly approved by Sunrise voters as part of our long-term vision to foster a connected and engaged community. The park construction included the renovation and expansion of the existing parking lot, an expansive 140-yard multipurpose field for community events, concerts, and a variety of sports, a new quarter-mile walking path featuring seven outdoor exercise stations, a custom metal structure to serve as a covered amphitheater stage, two covered event rental pavilions with gas grills, a soccer-themed 2,500 SF splash pad and sun-shaded playground, three full covered outdoor basketball courts with professional rims and backboards, two newly-resurfaced regulation tennis courts, and a 1,424 SF restroom/storage building.

**Original Contract Amount:** \$ 6,551,367.00

**Final Contract Amount:** \$ 6,527,168.68

**Client:** City of Sunrise

**Contact:** Megan Kaufold, Project Manager

**Telephone:** (954) 888-6070

**Email:** [mkaufold@sunrisefl.gov](mailto:mkaufold@sunrisefl.gov)



## 7. DESIGN BUILD SERVICES FOR WATERS EDGE PARK – (2019)



Scope of Work: Design build services for a new 6 acres park to include 1,000 SF restroom/storage/IT room building, 9' wide concrete walk, 9 exercise ADA stations in covered area, full size basketball court NFHS compliant w/ asphalt, base and acrylic surface, Sand Volleyball court, (2) 24' Hexagonal shelters, 3,000 SF splash pad, 4,000 SF playground, site furnishings, fishing pier, parking, fencing, lighting, landscape, irrigation, WIFI/security.



Original Contract Amount: \$ 3,858,175.00

Final Contract Amount: \$ 3,973,116.72

Client: City of Tamarac

Contact: Dibb Machuca, Project Manager

Telephone: 954-597-3725

Email: [Dibb.Machuca@tamarac.org](mailto:Dibb.Machuca@tamarac.org)



#### 4. FLAMINGO PARK – (2018)



**Scope of Work:** The Work included Permitting and Construction of a Community Center, Covered Basketball Courts, Soccer field, Splash Pad with all amenities, Demolition of an existing Basketball Courts, Site Utilities and Drainage Improvements, Site Lighting throughout the park, Landscape Irrigation, Fencing, Sidewalk and pavement restoration. **Also included** Security Upgrades, Cameras, fiber optic cabling for cameras & network equip throughout the park.

**Change orders:** 1.Credit to demolish existing administration building and add to remodel it instead. 2.Original plans called for restriping existing parking lot; client requested milling and repaving existing parking lot and add landscaping and irrigation.



**Client:** City of Sunrise

**Telephone:** (954) 579-8465

**Original Contract Amount:** \$ 5,011,745.00

**Contact:** Errol Prizlee, Project Manager

**Email:** [eprizlee@sunrisefl.gov](mailto:eprizlee@sunrisefl.gov)

**Final Contract Amount:** \$ 5,768,841.00



## 8. FLAMINGO WEST PARK – (2018)

Scope of Work: Work included construction of (4) artificial turf fields (direct purchase), a new restroom and maintenance buildings, parking lot, boardwalk and concrete walkway, landscaping and irrigation systems, picnic shelters, Announcer's Booth, miscellaneous improvements including bleachers, shade structures, benches, fishing pier and boardwalk.



Original Contract Amount: \$ 5,265,301.00

Final Contract Amount: \$ 5,306,427.00

Client: City of City of Cooper City

Contact: Richard Freeman, Project Manager

Telephone: (954) 434-2300

Email: [rfreeman@coopercityfl.org](mailto:rfreeman@coopercityfl.org)





## 9. WINDMILL PARK IMPROVEMENTS – (2018)

Scope of Work: Improvements included the construction of a new 1,500 SF dog park pavilion with restrooms & renovation of the existing tennis building. Other improvements include creating a new parking lot, lighted concrete pathways with outdoor exercise stations, new playground equipment, and renovations of all sports courts, landscaping and irrigation. Sports Courts include 6 Tennis courts, 4 Racket ball courts, 2 Basketball courts, 2 volleyball courts, score boards, sports lighting.



Original Contract Amount: \$ 4,533,321.00

Final Contract Amount: \$ 4,597,863.50

Client: City of Coconut Creek

Contact: Brian Rosen, Project Supervisor

Telephone: (954) 973-6780

Email: [brosen@coconutcreek.net](mailto:brosen@coconutcreek.net)





## 10. SULLIVAN PARK – (January 2017) New Development



**Scope of Work:** The work will include but not be limited to clearing, demolition, installation of drainage system, curbing, sidewalks, road & parking reconstruction, landscaping, lighting, paving, playground equipment, 5,000 SF water play feature, boat dock, restroom building, and stair tower, relocation of the water mains and other construction services with the exception of the removal and undergrounding of FPL overhead power lines.



One of the most exciting parts of this project was the watching the evolution of an ART project component that consisted of a handmade tile mosaic assembled by the community led by an local artist and installed by MBR Construction.

**Original Contract Amount:** \$ 3,790,343.00

**Final Contract Amount:** \$ 3,760,634.83

**Client:** City of Deerfield Beach

**Contact:** Mark DiMascio, Project Manager

**Telephone:** 954-952-0221

**Email:** [MDiMascio@deerfield-beach.com](mailto:MDiMascio@deerfield-beach.com)

MBR CONSTRUCTION - LITIGATION

5 Year Period      8/27/2019 through    8/26/2024

Incidental Cases

<u>Disposition Date</u>	<u>Filing Date</u>	<u>State</u>	<u>County</u>	<u>Venue</u>	<u>Court Type</u>	<u>Case Number</u>	<u>Case Style</u>	<u>Description</u>	<u>Notes</u>	<u>Party Type</u>	<u>Status</u>	<u>Disposition</u>
10/19/2023	3/8/2023	FL	Broward	County	Civil	COSO23001629	Bellsouth Telecommunications LLC (dba AT&T) vs. MBR Construction	Insurance Claim	Fiber cut	Defendant	Disposed	Settled; Dismissed w/ Prejudice
2/3/2022	9/17/2021	FL	Broward	County	Civil	COSO21009046	Bellsouth Telecommunications LLC (dba AT&T) vs. MBR Construction	Insurance Claim	Fiber cut	Defendant	Disposed	Settled; Dismissed w/ Prejudice
6/17/2021	8/23/2019	FL	Palm Beach	County	Civil	50-2019-CA-010979-XXXX-MB	Herman, Brandon vs. MBR Construction Inc	Insurance Claim	slip and fall	Defendant	Closed	Settled; Dismissed w/ Prejudice
10/14/2022	10/1/2021	FL	Palm Beach	County	Civil	50-2021-CA-011277-XXXX-MB	Stowell, Jesse Kenneth vs. MBR Construction Inc	Insurance Claim	slip and fall	Defendant	Closed	Settled; Dismissed w/ Prejudice
4/21/2022	1/27/2021	FL	Miami-Dade	County	Civil	2021-002093-CA-01	John Carey vs. HMC Helicopter Service LLC et al	Insurance Claim	A helicopter hired to transport materials into a remote project location crashed during transport.	Defendant	Closed	Settled; Dismissed w/ Prejudice

Material Cases

<u>Disposition Date</u>	<u>Filing Date</u>	<u>State</u>	<u>County</u>	<u>Venue</u>	<u>Court Type</u>	<u>Case Number</u>	<u>Description</u>	<u>Notes</u>	<u>Party Type</u>	<u>Disposition</u>
N/A										

**MBR CONSTRUCTION, INC.**Item: **Type 3 Shower****Attachments**

bid\_bond\_SFL0828480019.pdf




# Bid Bond in Accordance with Contract Specifications

Be sure to refer to the actual bond documents referenced in the contract specifications for specific terms before completing this form.

PRINCIPAL NAME	PRINCIPAL ADDRESS
MBR Construction, Inc.	1020 NW 51st Street, Fort Lauderdale, FL 33309
SURETY NAME	SURETY ADDRESS
Liberty Mutual Insurance Company	175 Berkeley Street, Boston, MA 02116
OBLIGEE NAME	OBLIGEE ADDRESS
City of Delray Beach	100 NW 1st Ave, Delray Beach, FL 33444

## Bond Information

BID DATE	CONTRACT ID	CONTRACT VENDOR ID
08/28/2024	ITBC 2024-037	8252192372
PROJECT DESCRIPTION		
Replacement of Beach Master Plan Showers and Fountains [The Scope of Work requires the furnishing of all services and other deliverables necessary for the successful completion of the proposed project. The contractor shall furnish all labor, equipment, and materials required under this scope. The Scope of Work includes replacement of (1) shower and (2) detailed fountain.		
AMOUNT OF BID SECURITY	AMOUNT OF BID SECURITY-SPELLED OUT	
5%	Five Percent of Amount Bid	
BOND ENTERED AND EXECUTED BY		ATTORNEY-IN-FACT SIGNATURE
Layne A. Holmes		
PRINCIPAL	TITLE	
Michael R. Boss	President	

### PRINCIPAL SIGNATURE



Know all men by these presents that Liberty Mutual Insurance Company, a Corporation duly organized under the laws of the State of Massachusetts, are held and firmly bound unto the above owner/obligee by the transmission. The surety agrees to waive the statute of fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Layne A. Holmes all of the city of Fort Lauderdale, state of Florida its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: **MBR Construction, Inc.**

Obligee Name: **City of Delray Beach**

Surety Bond Number: **SFL0828480019**

Bond Amount: See Bond Form

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this **08/28/2024**



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this **08/28/2024** before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this **08/28/2024**




By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



## West Construction, Inc.

Bid Contact **Martha A Morgan**  
**rbarrett@westconstructioninc.net**  
**Ph 561-588-2027**  
**Fax 561-582-9419**

Address **820 N 4th Street**  
**Lantana, FL 33462**

Bid Bond  (Status: This bid bond could not be verified)

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
ITBC 2024-037--01-01	Site Mobilization/Demobilization, Bonds, and Insurance	Supplier Product Code:	First Offer - \$40,200.00	1 / lump sum	\$40,200.00 Y
ITBC 2024-037--01-02	Maintenance of Traffic	Supplier Product Code:	First Offer - \$5,880.00	1 / lump sum	\$5,880.00
ITBC 2024-037--01-03	Type 1 Shower	Supplier Product Code:	First Offer - \$8,686.73	6 / each	\$52,120.38
ITBC 2024-037--01-04	Type 2 Shower	Supplier Product Code:	First Offer - \$6,710.05	12 / each	\$80,520.60
ITBC 2024-037--01-05	Type 3 Shower	Supplier Product Code:	First Offer - \$8,543.00	12 / each	\$102,516.00
ITBC 2024-037--01-06	Type 1 Drinking Fountain	Supplier Product Code:	First Offer - \$11,574.62	3 / each	\$34,723.86
ITBC 2024-037--01-07	Type 2 Drinking Fountain	Supplier Product Code:	First Offer - \$10,381.22	3 / each	\$31,143.66
Bid Allowance			\$10,010.00	Supplier Total	
					\$347,104.50

**Bid Bond from**

Surety

Bid Bond Number

Bond Type

Bond Form

Bid Date

Bid ID

Security Percent        %

Job Description

---

Agency ID

Name

Address                , , ,

Phone

Contact Name

Bond Status

Execution Date

---

Contractor ID

Name

Contractor Tax ID

Assigned Contractor ID

Address                , , ,

Phone

---

Name

Address                , , ,

---

Surety ID

Name

NAIC Number

State of Incorporation

Contact



Address                    , , ,  
Phone  
Terror Rider

**West Construction, Inc.**Item: **Site Mobilization/Demobilization, Bonds, and Insurance****Attachments**

ITBC\_2024-037\_WCI Proposal.pdf



# **Replacement of Beach Master Plan Showers and Fountains**

**ITBC No. 2024-037**

**Project No. 24-009**

**Submitted By:**

**West Construction, Inc.**

820 North 4th Street

Lantana, FL 33462

Matthew F. West, President

Phone: 561-588-2027

**Prepared For:**

**City of Delray Beach**

**Purchasing Division**

100 NW 1st Avenue

Delray Beach, FL 33444

**August 28, 2024**

**2:00 PM**

City of Delray Beach

ITBC No. 2024-037

Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

**SECTION 2: PROPOSAL**Proposal of West Construction, Inc.

(Contractor)

820 North 4th Street, Lantana, FL 33462

(Address)

to furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

**ITBC NO.: 2024-037****Replacement of Beach Master Plan Showers and Fountains****PROJECT NO.: 24-009**

To: Purchasing and Contract Administration Division  
City of Delray Beach  
100 NW 1st Avenue  
Delray Beach, Florida 33444

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for one hundred and twenty (120) days after the day of Bid opening. Bidder will sign and deliver to the CITY the Agreement and submit the Contract Security, Insurance Certificates and other documents required by the Contract Documents within fifteen (15) days after the date of OWNER'S Notice of Intent to Award. If Bidder fails to sign the Agreement and deliver the Agreement to the CITY accompanied by the required security, insurance certificates and other documents within the time specified, the CITY has the authority to rescind the bid award and retain the bid security which **shall** be forfeited as liquidated damages.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - a. Bidder has examined copies of all the Contract Documents and of the following addenda:

<u>Number</u>	<u>Date</u>	<u>Number</u>	<u>Date</u>
<u>1</u>	<u>08/13/2024</u>	<u>          </u>	<u>          </u>
<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

☒ **Attached Bid Security in the amount of five percent (5%) of the Bidders maximum bid price**

☒ **Acknowledgement of all addendums**

receipt of all of which is hereby acknowledged and also copies of the Advertisement for Bids and the Instructions to Bidders;



City of Delray Beach

ITBC No. 2024-037

Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

- b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary. **Bidder warrants and represents that there are no defects, errors or inconsistencies in the plans, specifications or any of the Contract Documents and that the actual site conditions comport to the conditions set forth therein.**
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY; no City official nor any City employee has a direct or indirect interest in said bid, in the supplies or work to which it relates, to any person associated with the firm performing the work, or to the profits resulting from the work.

[remainder of page intentionally left blank]

City of Delray Beach

ITBC No. 2024-037

Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

4. Bidder agrees that the Work will be substantially completed within **one hundred (100)** calendar days from the date of the issuance of the Notice to Proceed and completed and ready for final payment in accordance with paragraph 15.13 of the General Conditions within **thirty (30) calendar days** from the date of Substantial Completion.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

5. The undersigned agrees as follows:

Accompanying this Proposal is a certified check, cashier's check or bid bond, in the amount of **five percent (5%)** of total Bid Price, meeting the requirements of the Contract Documents for **\$ Five Percent (5%) of Total Bid Price** payable to the City of Delray Beach which is to be forfeited if, in the event that this Proposal is accepted, the undersigned **shall** fail to execute the contract and furnish satisfactory Contract Security and furnish insurance certificates under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or bid bond is to be returned as provided herein.

6. Communications concerning this Bid **shall** be addressed to the Bidder as indicated below.
7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on 08/28/2024  
(date)

If a Corporation

Signature of Bidder

Corporate Seal

By: 

Print Name: Matthew F. West

Address of Bidder: West Construction, Inc.  
820 North 4th Street  
Lantana, FL 33462

Incorporated under the laws of the State of Florida



City of Delray Beach

ITBC No. 2024-037

Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

If an Individual, Partnership, or Non-Incorporated Organization

Signature of Bidder

By: N/APrint Name: N/AAddress of Bidder: N/AN/AN/ACertificate of Competency number N/A

The names of the corporate officers, or partners, or individuals doing business under trade name, is as follows:

Signature of Bidder

By: N/APrint Name: N/ATitle: N/ABusiness Address: N/AN/AN/AIncorporated under the laws of the State of N/A.

City of Delray Beach  
ITBC No. 2024-037  
Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

CERTIFICATE  
(If a Corporation)

STATE OF FLORIDA )  
 ) SS  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that a meeting of the Board of Directors of West Construction, Inc.,  
a Corporation under the laws of the State of Florida held on August 28th, 2024 the  
following resolution was duly passed and adopted:

"RESOLVED, that Matthew F. West, as President of the  
Corporation, be and he is hereby authorized to execute the Proposal dated  
August 28th, 2024, between the City of Delray Beach, Florida and this Corporation,  
and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal  
affixed, **shall** be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.


IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of August, 2024.

By: 

Print Name: Matthew F. West

Title: President

Subscribed and sworn to before me this 28th day of August, 2024.

  
Signature and Stamp of Notary Public

My Commission Expires: June 26, 2027



RACQUEL J. BARRETT  
Commission # HH 414820  
Expires June 26, 2027

City of Delray Beach  
ITBC No. 2024-037  
Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

N/A  
**CERTIFICATE**  
(If a Partnership)

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the partners of \_\_\_\_\_, a Partnership under the laws of the State of \_\_\_\_\_ held on \_\_\_\_\_, 20\_\_ the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and he is hereby authorized to execute the Proposal dated \_\_\_\_\_, 20\_\_, between the City of Delray Beach, Florida and this Partnership, and that this execution thereof, attested by the \_\_\_\_\_ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature and Stamp of Notary Public

My Commission Expires:



City of Delray Beach  
ITBC No. 2024-037  
Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

### CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers **must** disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

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

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for 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 City 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 Proposal.

☐ 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 Proposal.

Acknowledged by:

West Construction, Inc.

Firm Name

Signature

Matthew F. West, President

Name and Title (Print or Type)

08/28/2024

Date

[remainder of page intentionally left blank]

City of Delray Beach

ITBC No. 2024-037

Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

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 Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposal on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-consultant, 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:

West Construction, Inc.

Firm Name

Signature

Matthew F. West, President

Name and Title (Print or Type)

08/28/2024

Date

[remainder of page intentionally left blank]

**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 City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach 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 City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach 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 City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1<sup>ST</sup> AVENUE, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: JOHNSONK@MYDELRAYBEACH.COM

**Acknowledged:**

West Construction, Inc.

**Firm Name**  
**Signature**

Matthew F. West, President

**Name and Title (Print or Type)**

08/28/2024

**Date**

[remainder of page intentionally left blank]



DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference **shall** be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program **shall** be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business **shall**:

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

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



Bidders Signature

Matthew F. West, President

(Print or type)

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City of Delray Beach  
ITBC No. 2024-037  
Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA )  
 ) SS  
COUNTY OF PALM BEACH )

Matthew F. West being first duly sworn, deposes and says that:

- (1) He is the President,  
(Owner, Partner, Officer, Representative or Agent)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any 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 (Recipient), or any person interested in the proposed Contract;
- (5) The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: 

Print Name: Matthew F. West

Title: President

Subscribed and sworn to before me this 28th day of August, 2024.



Signature and Stamp of Notary Public

My Commission Expires: June 26, 2027



RACQUEL J. BARRETT  
Commission # HH 414820  
Expires June 26, 2027



City of Delray Beach

ITBC No. 2024-037

Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

Name: Matthew F. West

Title: President

Date: 08/28/2024

Signature: \_\_\_\_\_

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City of Delray Beach

ITBC No. 2024-037

Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies **must** complete and return this form with its response.

Company: West Construction, Inc. FID or EIN No.: 59-1809068

Address: 820 North 4th Street

City: Lantana State: FL Zip: 33462

I, Matthew F. West, as a representative of West Construction, Inc.

certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Name: Matthew F. West

Title: President

Date: 08/28/2024

Signature:  \_\_\_\_\_

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TRENCH SAFETY ACT  
Florida Statutes Section 553.60 et seq.

"Trench Safety Act" Compliance

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

<u>Method of Compliance</u>	<u>Cost</u>
N/A	N/A


Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above may result in the bid being declared non-responsive.

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

Name: Matthew F. West

Title: President

Date: 08/28/2024

Signature:  \_\_\_\_\_

[remainder of page intentionally left blank]



### CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** This order is for the purchase of goods and/or services (herein referred to as "the Articles" described on the front side herein). The Buyer's offer to the Seller and the Seller's acknowledgment to the Buyer **shall** constitute Seller's acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries by Buyer **shall** constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise. In the event of a conflict, Buyer's terms and conditions prevail.
2. **WARRANTY-PRODUCT:** The Seller expressly warrants that the Articles **shall** be merchantable within the meaning of Articles 2-314 (2) of the Uniform Commercial Code as provided by Florida Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law the Articles **shall** conform to specifications, drawing, and description and **shall** be free from defects in materials and workmanship. Seller also warrants that the extent the Articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. Such warranties, including warranties prescribed by law **shall** run to Buyer, its successor, assigns, and customers, and to users of the Articles for a period of one (1) year after delivery unless otherwise stated.
3. **INDEMNITY AND INSURANCE:** (a) Seller **shall** defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of Seller's (or its subcontractor's) work or performance hereunder and **shall** procure and maintain liability insurance, including contractual liability coverage, with minimum limits of \$300,000 combined single limits to be effective during period of warranty with such higher limits as Buyer **shall** reasonably request of Seller. Seller **shall** on or before delivery of the Articles purchased hereunder, furnish to Buyer a Certificate of Insurance evidencing the foregoing coverage and limits. (b) Seller **shall** defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder. (c) Seller **shall** defend, indemnify and hold harmless Buyer, its officers, directors, agents and employees from and against any and all damages, charges, losses, (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions, and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents and/or employees or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed.
4. **TERMINATION:** (a) Buyer may terminate this order, in whole or in part without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof. (b) Buyer may terminate this order in whole or in part, at any time for its convenience, by noticing to Seller in writing. On receipt by Seller of such notice, Seller **shall**, and to the extent specified therein, stop work hereunder and stop the placement of subcontractors, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim **must** be submitted to Buyer within sixty (60) days after the effective date of the termination. (c) Any termination by Buyer, whether for default or otherwise, **shall** be without prejudice to any claims for damages or other rights of Buyer against Seller. (d) Buyer **shall** have the right to audit all elements of any termination claim and Seller **shall** make available to Buyer on request all books, records, and papers relating thereto.
5. **COMPLIANCE WITH LAWS:** Seller guarantees to Buyer that the Articles comply with all federal, state, and local laws, regulations, declarations, interpretations, and orders issued thereunder.
6. **CONTROLLING LAW:** This order and the performance of the parties hereunder **shall** be controlled and governed by the law of the State of Florida, and the venue **shall** be in Palm Beach County, Florida.



7. **GENERAL:** All warranties **shall** be construed as conditions as well as warranties. No waiver of a breach or any provision of this order **shall** constitute a waiver of any other breach or provision. No modification or change in, or departure from, or waiver of the provisions of this order **shall** be valid or binding unless approved by Buyer in writing. This order **shall** constitute the entire agreement between the parties. The Seller expressly agreed that any terms or conditions contained on any form or agreement other than this agreement, unless specifically agreed to otherwise by Seller and Buyer, which are not in full accord with the above stated agreement and its terms, **shall** be null and void.
8. **ALLOCATION OF RISK:** This risk for any damage to or destruction of the goods **shall** be borne by the Seller at all times until delivery to the control of the Buyer, which **shall** be the point at which the Buyer actually receives the goods for use and has accepted such.
9. **COURSE OF PERFORMANCE:** The fact that a party may accept or acquiesce in a course of performance under this agreement does not affect the meaning of this agreement even though the accepting/acquiescing party knows of the nature of the performance and has an opportunity to object to it. (With respect to this course of performance provision, any time an individual attempts to perform under the contract in a manner which is not in accord with the terms of the contract, the City **must** promptly object to the manner of performance.)
10. **PAST PRACTICES:** The previous customs and practices of the parties hereto **shall** not be deemed a waiver or modification of the terms hereof.
11. **REPAIRS - NON ACCEPTANCE:** If any of the goods are delivered in a defective or non-working condition, efforts of the Buyer to correct such defect **shall** not constitute an acceptance where commercially reasonable in extent and cost, so that the Buyer may still reject the goods where the attempt to repair has proved unsuccessful.
12. **PLACE OF DELIVERY:** The goods **shall** be delivered to the City of Delray Beach, Florida, at address as stated on front.
13. **INSPECTION GOODS:** The Buyer **shall** have the right to inspect all goods before accepting delivery or making payment therefore. If rejected, the goods will be returned at Seller's risk, and all handling and transportation expenses, both ways, will be borne by and assumed by Seller. When material has been rejected by Buyer and returned for replacement it is essential that Seller receive new shipping instructions from Buyer before making the replacement. Inspection and approval for acceptance **shall** be made by the appropriate user department. The expense of inspection **shall** be borne by the Buyer except as to goods which are properly rejected as non-conforming. Inspection **shall** be made within fourteen (14) calendar days of the delivery of goods.
14. **NOTICE OF DEFECTS:** It is expressly agreed that all claims for alleged damages or defective goods, shortage, or other cause **shall** be deemed waived unless made in writing and sent by Buyer within twenty (20) calendar days after Buyer learns of the alleged defect, damage, shortage, or other cause giving rise to the claim, provided, however, that any defects incapable of discovery **shall** not be deemed waived by the provisions herein, and, provided further, that this provision **shall** not be deemed a waiver of any warranties set forth herein or in any modification to this agreement.
15. **FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except as set forth herein, provided, however, that notwithstanding any other provisions to the contrary herein, Buyer may have sought the expertise of Seller with respect to the fitness for a particular purpose of the subject goods and in purchasing said goods, may have relied upon the representations of Seller as an expert with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance **shall** constitute a modification to the terms of this agreement which **shall** effect a warranty of fitness for a particular purpose.

City of Delray Beach

ITBC No. 2024-037

Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

16. **CONSEQUENTIAL DAMAGE:** Seller acknowledges that Buyer has informed him that the goods are to be used by Buyer and that failure of Seller to fulfill the terms of this contract may result in consequential damages to Buyer because of the intended use to be made of the goods to the Buyer.
17. **TAX EXEMPTION:** The City of Delray Beach is exempt from Federal Excise Taxes. Where tax applies invoice **must** show gross, price, amount of tax, net price. Exemption certificate will be signed upon request.

Name: Matthew F. West

Title: President

Date: 08/28/2024

Signature: 

[remainder of page intentionally left blank]



**CONE OF SILENCE**

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this ITBC, which provides as follows:

- (a) **Cone of silence** means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
- (1) Any person or person's representative seeking an award from such competitive solicitation; and
  - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- (b) For the purposes of this section, a person's representative **shall** include but not be limited to the person's employee, partner, officer, director, CONSULTANT, lobbyist, or any actual or potential subcontractor or CONSULTANT of the person.
- (c) Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the cone of silence. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and **shall** remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation **shall** provide notice of cone of silence requirements and refer to this article.
- (d) The provisions of this article **shall** not apply to oral communications at any public proceeding, including prebid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence **shall** not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- (e) The cone of silence **shall** not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- (f) The cone of silence **shall** terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process.
- (g) Any contract entered into in violation of the cone of silence provisions in this section **shall** render the transaction voidable.

Contractor's Name: West Construction, Inc.Signature: Date: 08/28/2024



City of Delray Beach

ITBC No. 2024-037

Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

**\*PLEASE SEE ATTACHED COPY OF SURETY 2000 BID BOND.****BID BOND**

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

KNOW ALL MY BY THESE PRESENTS that \_\_\_\_\_ as Principal, and  
 \_\_\_\_\_ as surety, are held and firmly bound unto the City of Delray

Beach, Florida, hereinafter called the City in the penal sum of \_\_\_\_\_ dollars (\$) lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, for project titled:

**ITBC NO.: 2024-037**  
**Replacement of Beach Master Plan Showers and Fountains**  
**PROJECT NO.: 24-009**

NOW, THEREFORE,

- (a) It is a condition precedent to the submission of said bid that a certified check, cashiers check or bid bond in the amount of **five percent (5%)** of the base bid be submitted with said bid as a guarantee that Bidder would, if awarded the contract, enter into a written contract with the CITY for the completion of the Work specified in the Contract Documents for the amount indicated in the Bid.
- (b) If the Principal **shall** not withdraw said bond within one hundred and twenty (120) days after date of the same, and **shall** within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligation **shall** be void and of no effect, otherwise the sum herein stated **shall** be due and payable to the CITY and the surety herein agrees to pay said sum immediately upon demand of the CITY in good and lawful money of the United States of America as liquidated damages for failure thereof of said principal.

IN WITNESS WHEREOF, the above-bounded parties executed this instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

I \_\_\_\_\_ (person), on behalf of  
 \_\_\_\_\_ (surety)

\_\_\_\_\_ (surety company) have read  
 and examined the Performance and Payment Bonds attached to Bid No. \_\_\_\_\_.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

City of Delray Beach  
ITBC No. 2024-037  
Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

**\*PLEASE SEE ATTACHED COPY OF SURETY 2000 BID BOND.**

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

WITNESSES:

PRINCIPAL

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(firm name)

By: \_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_

Print Name: \_\_\_\_\_

(affix Seal)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESSES:

SURETY

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(firm name)

By: \_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_

Print Name: \_\_\_\_\_

(affix Seal)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Local Insurance Agency \_\_\_\_\_

# Bid Bond in Accordance with Contract Specifications

Be sure to refer to the actual bond documents referenced in the contract specifications for specific terms before completing this form.

PRINCIPAL NAME	PRINCIPAL ADDRESS
West Construction, Inc.	820 North 4th Street, Lantana, FL 33462
SURETY NAME	SURETY ADDRESS
Berkley Insurance Company	412 Mt. Kemble Ave, Suite 310 N, Morristown, NJ 07960
OBLIGEE NAME	OBLIGEE ADDRESS
City of Delray Beach	100 NW 1st Ave, Delray Beach, FL 33444

## Bond Information

BID DATE	CONTRACT ID	CONTRACT VENDOR ID
08/28/2024	ITBC 2024-037	7234853614
PROJECT DESCRIPTION		
Solicitation ITBC 2024-037, Replacement of Beach Master Plan Showers and Fountains		
AMOUNT OF BID SECURITY	AMOUNT OF BID SECURITY-SPELLED OUT	
5%	Five Percent of Amount Bid	
BOND ENTERED AND EXECUTED BY		ATTORNEY-IN-FACT SIGNATURE
Warren M. Alter		Warren Alter
PRINCIPAL	TITLE	
Matthew F. West	President	
PRINCIPAL SIGNATURE		
Matthew West		

Know all men by these presents that Berkley Insurance Company, a Corporation duly organized under the laws of the State of Delaware, are held and firmly bound unto the above owner/obligee by the transmission. The surety agrees to waive the statute of fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.



POWER OF ATTORNEY  
**BERKLEY INSURANCE COMPANY**  
 WILMINGTON, DELAWARE

SFL0827950048

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Warren M. Alter its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company 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 Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2<sup>nd</sup> day of May, 2024.

Attest:

Berkley Insurance Company

(Seal)

By



Philip S. Welt

Executive Vice President &amp; Secretary

By



Jeffrey M. Hafler

Senior Vice President

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 2<sup>nd</sup> day of May, 2024, by Philip S. Welt and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

**MARIA C. RUNDBAKEN**  
 NOTARY PUBLIC  
 CONNECTICUT

MY COMMISSION EXPIRES 04-30-2029



Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 08/27/2024.

(Seal)



Vincent P. Forte



INFORMATION REQUIRED OF BIDDER

## BIDDER'S GENERAL INFORMATION:

Bidder **shall** furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets **shall** be attached as required.

- (1) CONTRACTOR'S name and address:  
West Construction, Inc.  
820 North 4th Street  
Lantana, FL 33462
- (2) CONTRACTOR'S telephone number: 561-588-2027
- (3) Number of years as a CONTRACTOR in this type of work: 54 years
- (4) Names and titles of all officers of CONTRACTOR'S firm:  
Matthew F. West, President  
Tais Fontoura, Secretary/Treasurer
- (5) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:  
Berkley Insurance Company, 412 Mt. Kemble Ave, Suite 310 N, Morristown, NJ 07960  
Bonding Agent: Warren M. Alter / PH: 305-517-3803  
Alter Surety Group, Inc., 5979 NW 151st Street, Suite 202, Miami Lakes, FL 33014
- (6) Principal Materials Manufactures and Subcontractors. This proposal is being submitted by the hereinafter stated CONTRACTOR who proposes to perform work specified and shown on the Drawings. The Bid Proposal shown on the preceding page(s) has been calculated and tabulated using basic material prices. The following is a list of material manufactures and subcontractors whose materials and services said CONTRACTOR propose to furnish and utilize if the awarded a CONTRACT for the work specified herein and shown on the Plans. It is understood that the following list is not complete but includes the names of manufacturers of the principal components and subcontractors supplying principal services to said project. It is also understood that if awarded a Contract, the CONTRACTOR will furnish the materials of the manufactures and utilize the services of the subcontractors stated herein and that if for any reason whatsoever CONTRACTOR wishes to substitute materials or subcontractors he **shall** request permission in writing from the City stating fully the reason for making such a request prior to ordering same.

City of Delray Beach  
ITBC No. 2024-037  
Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

All of said manufactures or their authorized vendors have been made aware of all the appropriate portions of the Contract Documents and agree that their materials will meet all of the requirements stated therein and that deliveries will be scheduled so as not to impede the progress of the work.

Materials

Manufacturer

Showers & Drinking Fountains

Most Dependable Fountains

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Subcontractors

Name

Duties

Anointed Touch

Plumbing

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Signature of Bidder

By: 

Print Name: Matthew F. West, President



QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business in the State of Florida as a Contractor?  
54 years
2. What is the last project of this nature that you have completed?  
Losner Park, Homestead, FL
3. Have you ever failed to complete work awarded to you: If so where and why?  
No
4. Name three individuals or corporations for which you have performed work and to which you refer?  
City of Homestead  
City of Pompano Beach  
The School Board Broward County
5. List the following information concerning all contracts on hand as of the date of submission of this proposal. (In case of co-venture, list the information of all co-venturers).

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE/OF COMPLETION</u>	<u>%OF COMPLETION TO DATE</u>
Please see attached contracts on hand.				

(Continue list on insert sheet, if needed)

6. Have you personally inspected the proposed work and have you a complete plan for its performance?  
Yes
7. Will you sublet any part of this work? If so, give details.  
No
8. What equipment do you own that is available for the work?  
(Attach additional sheets as necessary)  
Please see attached equipment list.

City of Delray Beach

ITBC No. 2024-037

Project No. 24-009

Replacement of Beach Master Plan Showers and Fountains

9. What equipment will you purchase for the proposed work?

None

10. What equipment will you rent for the proposed work?

None

State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the business under the trade name. It is absolutely necessary that this information be furnished).

West Construction, Inc.

Correct Name of Bidder

a) The business is a (Sole Proprietorship) (Partnership) (Corporation)

b) The address of principal place of business is West Construction, Inc.

820 North 4th Street

Lantana, FL 33462

c) The names of the corporate officers or partners, or individuals doing business under a trade name, is as follows:

Matthew F. West, President

Tais Fontoura, Secretary/Treasurer

Signature of Bidder

By: 

Print Name: Matthew F. West, President

Business Address: West Construction, Inc.

820 North 4th Street

Lantana, FL 33462

Incorporated under the laws of the State of Florida

END OF SECTION 2

**WEST CONSTRUCTION, INC.**  
**WORK CURRENTLY UNDERWAY**

Project #	Project Name / Project Location	Date of Completion	Percent Complete	Owner Name & Address	Contract Price	Completed to Date	Open Balance	Architect
19-1340	Ocean Rescue Building Interior Upgrades & Construction of Lifeguard Towers 50 North Pompano Beach Blvd. Pompano Beach, FL 33060	TBD	99%	City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	\$ 1,463,200.00	\$ 1,448,568.00	\$ 14,632.00	West Architecture + Design, LLC 820 North 4th Street Lantana, FL 33462 DK Architects/Planners, Inc. 24 N.E. 24th Avenue Pompano Beach, FL 33062
19-1345	Fire Station 52 10 SW 27th Avenue Pompano Beach, FL 33060	10/10/2024	50%	City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	\$ 5,723,368.64	\$ 2,861,684.32	\$ 2,861,684.32	CSA Architects 185 NE 4th Avenue, Suite 101 Delray Beach, FL 33483
20-1376	RCC Cypress Hibiscus & Palm Garage Improvements Phase 1 Fort Lauderdale-Hollywood International Airport Fort Lauderdale, FL	1/27/2025	93%	Broward County CIP Aviation Department 2200 SW 45th Street, Suite #101 Dania Beach, FL 33312	\$ 11,716,089.00	\$ 10,895,962.77	\$ 820,126.23	Cartaya & Associates Architects, P.A. 2400 East Commercial Blvd., Suite 201 Fort Lauderdale, FL 33308
20-1449	Boyd Anderson High School - SMART Program Renovations 3050 NW 41st Street Lauderdale Lakes, FL 33309	8/29/2024	96%	The School Board of Broward County 7720 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 7,683,274.87	\$ 7,375,943.88	\$ 307,330.99	M C Harry and Associates 2780 SW Douglas Rd., Suite 302 Miami FL 33133
21-1487	Pasadena Lakes Elementary School - SMART Program Renovations 8801 Pasadena Blvd. Pembroke Pines, FL 33024	10/29/2024	92%	The School Board of Broward County 7720 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 5,998,472.60	\$ 5,518,594.79	\$ 479,877.81	FICE Design 488 N. Federal Hwy. Boynton Beach, FL 33435
21-1489	Sheridan Hills Elementary School - SMART Program Renovations 5001 Thomas Street Hollywood, FL 33021	10/1/2024	93%	The School Board of Broward County 7720 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 5,377,807.00	\$ 5,001,360.51	\$ 376,446.49	Williamson Dacar Associates, Inc. 851 Broken Sound Pkwy, Suite 133 Boca Raton, FL 33487
21-1491	Sheridan Park Elementary School - SMART Program Renovations 2310 N. 70th Terrace Hollywood, FL 33024	10/9/2024	97%	The School Board of Broward County 7720 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 2,901,339.28	\$ 2,814,299.10	\$ 87,040.18	Song & Associates, Inc. 1545 Centrepark Drive North West Palm Beach, FL 33401
21-1497	Plantation Park Elementary School - SMART Program Renovations 2310 N. 70th Terrace Hollywood, FL 33024	9/18/2024	81%	The School Board of Broward County 7720 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 2,461,949.42	\$ 1,994,179.03	\$ 467,770.39	Rodriguez Architects, Inc. 2121 Ponce De Leon Blvd., Suite 1010 Coral Gables, FL 33134
21-1505	Oriole Elementary School - SMART Program Renovations 3081 NW 39th Street Lauderdale Lakes, FL 33309	7/16/2024	97%	The School Board of Broward County 7720 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 5,600,930.57	\$ 5,432,902.65	\$ 168,027.92	Rodriguez Architects, Inc. 2121 Ponce De Leon Blvd., Suite 1010 Coral Gables, FL 33134
21-1506	Hallandale Magnet High School - SMART Program Renovations 720 NW 9th Avenue Hallandale Beach, FL 33009	10/14/2024	89%	The School Board of Broward County 7720 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 5,999,729.00	\$ 5,339,758.81	\$ 659,970.19	Song & Associates, Inc. 1545 Centrepark Drive North West Palm Beach, FL 33401
22-1517	Whiddon-Rogers Education Center - SMART Program Renovations 700 SW 26 Street Fort Lauderdale, FL 33315	8/23/2024	74%	The School Board of Broward County 7720 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 8,672,077.10	\$ 6,417,337.05	\$ 2,254,740.05	Cartaya & Associates Architects, P.A. 2400 East Commercial Blvd., Suite 201 Fort Lauderdale, FL 33308
22-1522	Coral Springs Middle School - SMART Program Renovations 10300 W. Wiles Road Coral Springs, FL 33076	9/25/2025	57%	The School Board of Broward County 7720 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 15,561,967.00	\$ 8,870,321.19	\$ 6,691,645.81	Rodriguez Architects, Inc. (P.001979) 2121 Ponce De Leon Blvd., Suite 1010 Coral Gables, FL 33134
22-1523	Peters Elementary School - SMART Program Renovations 851 NW 68th Avenue Plantation, FL 33317	11/26/2024	76%	The School Board of Broward County 7720 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 8,391,143.00	\$ 6,377,268.68	\$ 2,013,874.32	Delta G Consulting Engineers, Inc. 707 NE 3rd Avenue, Suite 200 Fort Lauderdale, FL 33304



**WEST CONSTRUCTION, INC.**  
**WORK CURRENTLY UNDERWAY**

Project #	Project Name / Project Location	Date of Completion	Percent Complete	Owner Name & Address	Contract Price	Completed to Date	Open Balance	Architect
22-1542	Coral Springs Middle School - Fire Sprinklers 10300 W. Wiles Road Coral Springs, FL 33076	9/4/2024	78%	The School Board of Broward County 7720 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 1,214,208.00	\$ 947,082.24	\$ 267,125.76	Rodriguez Architects, Inc. (P.001979) 2121 Ponce De Leon Blvd., Suite 1010 Coral Gables, FL 33134
22-1544	Seminole Middle School - SMART Program Renovations 6200 SW 16th Street Plantation, FL 33317	10/8/2024	63%	The School Board of Broward County 7720 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 4,487,226.00	\$ 2,826,952.38	\$ 1,660,273.62	Delta G Consulting Engineers, Inc. 707 NE 3rd Avenue, Suite 200 Fort Lauderdale, FL 33304
22-1566	Atlantic Technical College & Technical HS - SMART Program Renovations 4700 Coconut Creek Pkwy Coconut Creek, FL 33063	1/22/2026	38%	The School Board of Broward County 7720 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 16,486,041.00	\$ 6,264,695.58	\$ 10,221,345.42	M C Harry and Associates 2780 SW Douglas Rd., Suite 302 Miami FL 33133
23-1576	Sunset MMAB Restroom ADA Compliance Modifications 6200 Sunset Drive South Miami, FL 33143	8/2/2024	75%	Baptist Health South Florida, Inc. 8900 North Kendall Drive Miami, FL 33176	\$ 458,694.70	\$ 344,021.03	\$ 114,673.68	West Architecture + Design, LLC 820 North 4th Street Lantana, FL 33462
23-1586	Park Avenue Streetscape Renovation - PH 1 Park Ave. From 7th Street to 9th Street & From 10th Street to Northern Drive Lake Park, FL	6/30/2024	5%	Town of Lake Park 535 Park Avenue Lake Park, FL 33403	\$ 466,084.00	\$ 23,304.20	\$ 442,779.80	J. Morton Planning & Landscape Architecture 3910 RCA Blvd., Suite 1015 Palm Beach Gardens, FL 33410
23-1588	Coral Gables Firehouse No. 4 1345 Sunset Drive Coral Gables, FL 33143	7/5/2025	2%	City of Coral Gables 2800 SW 72nd Avenue Miami, FL 33155	\$ 7,608,209.00	\$ 152,164.18	\$ 7,456,044.82	Alleguez Architecture, Inc. 7294 SW 48th Street Miami, FL 33155
<b>PENDING</b>								
23-1581	Gainey's Park Community Center, Tennis Center & Tennis Courts 1501 N. Australian Avenue West Palm Beach, 33407	6/11/2025	0%	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	\$ 14,769,745.00	\$ -	\$ 14,769,745.00	Stephen Boruff AIA Architects + Planners, Inc. 901 Northpoint Parkway, Suite 101 West Palm Beach, Florida 33407
23-1584	Coral Springs BMP UCC DX Lobby Renovation 6264 W Sample Road Suites 100 & 120 Coral Springs, FL 33067	TBD	0%	BHE Real Estate and Development 8500 SW 117th Avenue, Suite 120 Miami, FL 33183	\$ 577,944.00	\$ -	\$ 577,944.00	Zyscovich, LLC. 100 N. Biscayne Blvd, 27th Floor Miami, FL 33132
23-1585	Doral BMP UCC DX Lobby Renovation 9915 NW 41st Street Doral, FL 33178	TBD	0%	BHE Real Estate and Development 8500 SW 117th Avenue, Suite 120 Miami, FL 33183	\$ 604,378.00	\$ -	\$ 604,378.00	Zyscovich, LLC. 100 N. Biscayne Blvd, 27th Floor Miami, FL 33132
24-1594	Savannas State Park Bike Path - Trail Savannas SUNTRAIL from Lennard Road to Savannas Recreation Area for 4.219 miles St. Lucie County, FL	9/8/2025	0%	Florida Department of Transportation 3400 West Commercial Blvd. Fort Lauderdale, FL 33309	\$ 5,823,638.46	\$ -	\$ 5,823,638.46	TBD

## Equipment List

Equipment at Book Value .....\$ **3,197,350.00**

**Note > The list below includes only the major items of equipment. There are other small non major items included in the 12/31/23 total equipment book value amount listed above which agrees to the amount represented as equipment book value on the 12/31/23 balance sheet .**

ITEM NO.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS (Do not lump items except small hand tools and items of the same type and size)	YEAR MFGD	PURCHASE PRICE	DEPRECIATED VALUE
1	1	2011 White Ford Ranger - Like property for Ex	2011	\$ 16,290.79	\$ -
2	1	2011 Blue Ford Ranger - Like property for Exc	2011	\$ 14,721.02	\$ -
3	1	LBR #18 - 2014 Ford Ranger Silver	2014	\$ 37,780.00	\$ -
4	1	LBR #19 - 2014 Ford Ranger White	2014	\$ 37,780.00	\$ -
5	1	2001 Ford Truck - Diesel	2001	\$ 9,468.48	\$ -
6	1	2013 Ford F-150 (DEW)	2013	\$ 25,672.54	\$ -
7	1	2004 Buick Vin-2583	2004	\$ 4,150.00	\$ -
8	1	2004 Ford F-550 EX	2004	\$ 8,099.65	\$ -
9	1	2000 Ford F-550 XL	2000	\$ 8,130.65	\$ -
10	1	2008 Ford F-450 Truck	2008	\$ 10,252.15	\$ -
11	1	2006 Ford F-350	2006	\$ 11,180.00	\$ -
12	1	Truck - Off Lease Only		\$ 24,652.11	\$ -
13	1	Engine for Ford F-450		\$ 12,095.10	\$ -
14	1	2014 Ford F-150 #6213	2014	\$ 29,387.92	\$ -
15	1	2017 Ford Super Duty - White	2017	\$ 35,376.72	\$ -
16	1	2017 Ford Super Duty - White	2017	\$ 39,675.02	\$ -
17	1	2000 Sterling Dump Truck	2000	\$ 31,892.80	\$ -
18	1	2011 Int Dump Truck Maxx Force	2011	\$ 23,764.55	\$ -
19	1	2005 Ford F-750 XL Crew Cab	2005	\$ 13,191.00	\$ -
20	1	2009 Chevrolet 2500HD	2009	\$ 10,474.12	\$ -
21		2014 Jeep Compass	2014	\$ 12,104.25	\$ -
22	1	2016 Mercedes Benz CLA	2016	\$ 23,053.62	\$ -
23	1	2017 F150 GRY1FTEWETD HKD10867	2017	\$ 32,479.47	\$ -
24	1	2004 F350 TRK-1FDWW37S94EC86811	2004	\$ 16,329.10	\$ -
25	1	2008 F250 TRK 1FTSW21R68EA49069	2008	\$ 22,376.12	\$ -
26	1	2011 Kenworth 8600 Tractor	2011	\$ 21,567.64	\$ 2,516.22
27	1	2017 Chevy Equinox LT	2017	\$ 13,490.00	\$ 9,218.17
28	1	2022 Ford F-250 (West ID PK 27)	2022	\$ 61,804.40	\$ 46,353.30
29	1	2021 Ford F-250 (West ID Pk 26)	2021	\$ 74,310.20	\$ 70,594.69
30	1	KUBOTA TRACTOR/BXBLADE		\$ 20,055.00	\$ -
31	1	KUBOTA KUEL TRACTOR		\$ 19,935.43	\$ -
32	1	Lark Enclosed Trailer		\$ 2,890.18	\$ -
33	1	TRACTOR L5240		\$ 23,026.50	\$ -
34	1	Takeuchi TL 140R - Like property for Exchange		\$ 34,093.39	\$ -
35	1	Con #1 - 20' Container		\$ 1,886.12	\$ -
36	1	Con #2 - 20' Container		\$ 1,783.88	\$ -
37	1	Kubota KX41-3VR1		\$ 19,858.34	\$ -
38	1	Con #3 - 20' Container		\$ 1,753.24	\$ -
39	1	Con #4 - 20' Container		\$ 1,716.14	\$ -
40	1	Con #5 - 20' Container		\$ 1,787.16	\$ -
41	1	Chas #1 - Chassi for Container		\$ 3,075.00	\$ -
42	1	Chas #2 - Chassi for Container		\$ 3,075.00	\$ -
43	1	CONTAINER #6		\$ 1,786.10	\$ -
44	1	CONTAINER #7		\$ 2,304.44	\$ -
45	1	CONTAINER #8		\$ 2,236.85	\$ -
46	1	CONTAINER #9		\$ 2,236.85	\$ -
47	1	EQUIP TRAILER - 7' X 20'		\$ 3,749.28	\$ -
48	1	KENT CONCRETE BREAKER		\$ 3,853.10	\$ -
49	1	CON #10 - CONTAINER #10		\$ 2,342.60	\$ -
50	1	BOBCAT MOUNT AUGER		\$ 1,515.80	\$ -
51	1	JLG 600S 03 60' BOOMLIFT		\$ 31,758.00	\$ -
52	1	CHAS #3 - 40' Chassi for Container		\$ 4,391.40	\$ -
53	1	Tiller Rotor Attachment		\$ 1,703.99	\$ -
54	1	2005 JLG 21ft Scissor Lift		\$ 4,128.70	\$ -
55	1	53' Container Chassi		\$ 2,500.00	\$ -
56	1	2014 Big Tex - Trailer		\$ 6,617.43	\$ -
57	1	Bobcat S175		\$ 28,109.70	\$ -
58	1	2014 Equipment Trailer 7x20		\$ 3,860.56	\$ -
59	1	Kubota Wheel Loader w/Canopy-SN 21684		\$ 55,633.65	\$ -
60	1	Case 1085C Rubber Tired Hydraulic Excavator		\$ 11,660.00	\$ -
61	1	2001 John Deere Wheel Loader	2001	\$ 54,219.00	\$ -
62	1	2008 Mertz Stand-up Trencher	2008	\$ 3,031.60	\$ -
63	1	2013 Bobcat 324 Excavator SN-2632	2013	\$ 22,000.00	\$ -

## Equipment List

64	1	2011 Terex PT50 Loader	2011	\$	21,785.00	\$	-
65	1	2011 Terex PT50 Loader	2011	\$	18,524.75	\$	-
66	1	2011 JCB 8014 Mini Excavator	2011	\$	7,657.25	\$	-
67	1	2015 Econoline Equipment Trailer	2015	\$	7,447.27	\$	-
68	1	2002 Gradall X3100	2002	\$	33,149.38	\$	-
69	1	2003 Gradall X3100	2003	\$	33,149.38	\$	-
70	1	2006 Bomag Roller	2006	\$	6,543.38	\$	-
71	1	Bobcat Compact Track Loader		\$	25,061.58	\$	-
72	1	2013 John Deere XUV 550 S4	2013	\$	6,027.12	\$	-
73	1	2006 Case Wheel Loader	2003	\$	22,951.50	\$	-
74	1	2006 Volvo Compact Wheel Loader	2006	\$	20,009.00	\$	-
75	1	2007 Genie GTH644 6000LB	2007	\$	26,675.37	\$	-
76	1	2011 Takeuchi TL230	2011	\$	21,785.00	\$	-
77	1	2007 Takeuchi TL130 2 SPD	2007	\$	16,351.25	\$	-
78	1	John Deere 329D Multi-Terrain Loader		\$	19,068.12	\$	-
79	1	2012 Volvo BL60B Loader Backhoe	2012	\$	29,392.25	\$	-
80	1	2010 Terex TL 100 Wheel Loader	2010	\$	29,935.62	\$	-
81	1	1999 Kubota R520 Wheel Loader	1999	\$	17,438.00	\$	-
82	1	2007 Putzmeister TK30 4in	2007	\$	17,438.00	\$	-
83	1	2013 Forklift 5000lb - Heli	2013	\$	13,724.00	\$	-
84	1	Volvo 66" Single Drum Roller		\$	44,520.00	\$	-
85	1	Cat D5K2-KY203669 New 2/2/18		\$	206,811.32	\$	11,912.33
86	1	Rotoscreen R450 S/N 97204		\$	47,500.00	\$	3,166.67
87	1	Scissor Lift Elec 19'		\$	14,092.00	\$	939.47
88	1	2011 Water Truck - Ford 200 Gal	2011	\$	42,450.00	\$	6,367.50
89	1	Bobcat Compact Excavator E35i		\$	36,995.53	\$	6,165.91
90	1	Bobcat Track Loader T650 T4		\$	56,505.11	\$	9,417.53
91	1	T650 T4 Bobcat Track Loader		\$	56,505.11	\$	9,417.53
92	1	Bobcat 73" Vibratory Roller		\$	10,994.25	\$	1,832.37
93	1	MI 86" Angle Broom (Bocat)		\$	4,333.50	\$	866.70
94	1	Sitech South Survey Equipment	2019	\$	29,717.28	\$	8,915.17
95	1	John Deere 800 E-CUT Hybrid Fairway Reelmower	2015	\$	8,400.00	\$	1,820.00
96	1	JLG 600AJ SELF PROPELLED TELESCOPE	2007	\$	15,301.00	\$	3,825.25
97	1	CASE 850K SERIES 3LGP CRAWLER TRACTOR	2007	\$	41,195.00	\$	10,298.75
98	1	CATERPILLAR 302 5C MINI HYDRAULIC EXCAVATOR	2006	\$	17,066.50	\$	4,266.62
99	1	KABUTA M4700 UTILITY TRACTOR	2006	\$	4,649.15	\$	1,162.29
100	1	SWEeper SIDE ON 8' WINDROW	2013	\$	15,950.00	\$	4,253.27
101	1	FREIGHTLINER SEMI-TRACTOR	2001	\$	45,000.00	\$	15,000.00
102	1	2019 John Deere 444 K Loader	2020	\$	124,658.10	\$	60,251.41
103	1	2019 Cat 325 F Excavator	2020	\$	231,673.08	\$	119,697.75
104	1	2020 Big Tex Trailer	2020	\$	8,793.44	\$	4,543.27
105	1	2020 Mack Dump Truck 64BR	2020	\$	211,412.16	\$	112,753.16
106	1	2013 Sky Trak Reach Lift 6000	2020	\$	36,378.66	\$	21,827.20
107	1	1985 Pettibone Telehandler	1985	\$	13,500.00	\$	9,450.00
108	1	2020 Kubota R540R41	2020	\$	65,545.41	\$	46,974.21
109	1	Whiteman WBH-21 Poly Tub Buggy		\$	11,040.00	\$	5,888.00
110	1	2017 Kubota R630 Loader	2017	\$	35,000.00	\$	21,000.00
111	1	2017 Trailer for Kubota	2017	\$	5,000.00	\$	30,000.00
112	1	2022 Trimble SX 12 Scanning Station	2022	\$	71,949.49	\$	56,360.00
113	1	1999 JLG 80' Boom Lift	1999	\$	26,750.00	\$	17,833.33
114	1	2011 International Vac Truck	2011	\$	114,106.00	\$	76,070.67
115	1	2016 RT 20 Ditch Winch Trencher	2016	\$	10,700.00	\$	7,311.67
116		2017 Chevy Equinox LT	2017	\$	13,490.00	\$	9,218.17
117		2022 Ford F-250 (West ID PK 27)	2022	\$	61,804.40	\$	46,353.30
118		2021 Ford F-250 (West ID Pk 26)	2021	\$	74,310.20	\$	55,732.65
119		2022 Trimble SX 12 Scanning Station	2022	\$	71,949.49	\$	56,360.43
120		2020 Ford F-350 (PK29)	2020	\$	40,000.00	\$	32,666.67
121		Trimble X7 Kit - Survey Equip		\$	49,388.80	\$	40,334.19
122		2017 Grand Design RV	2017	\$	24,711.00	\$	20,180.65
123		2015 SPRP RV	2015	\$	14,000.00	\$	11,666.67
124		2018 Prowler RV	2018	\$	21,000.00	\$	17,850.00
125		2022 Kubota KX080 Excavator with Cab & Thumb	2022	\$	134,976.68	\$	119,229.40
126		2016 HINO-TK	2016	\$	28,000.00	\$	23,800.00
127		2016 Passport RV	2016	\$	18,006.00	\$	15,905.30
128		2023 Fuel Management System with Tanks	2016	\$	36,604.06	\$	35,383.92
129		2023 Ford F 350 PK30	2023	\$	62,598.74	\$	60,512.12
130		2023 Kubota SVL97-2C - Rubber Track Loader	2023	\$	83,500.64	\$	83,500.64
131		2023 Kubota SVL75 - Rubber Track Loader Skid	2023	\$	69,430.37	\$	69,430.37
132		2023 Kubota SSV75PHFC - Skid Steer	2023	\$	65,233.06	\$	65,233.06



**SECTION 6: SOLICITATION SUMMARY**

The City of Delray Beach  
100 NW 1st Avenue  
Delray Beach, FL 33444

**PURCHASING AND CONTRACT ADMINISTRATION DIVISION****IMPORTANT NOTICE**

The information you provide on this page will be read aloud at the PUBLIC OPENING for this 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 City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City 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: ITBC No. 2024-037

Title: Replacement of Beach Master Plan Showers and Fountains

Project Number: 24-009


Due Date and Time: **August 28, 2024 @ 2:00 P.M., (LOCAL TIME)**

Name of Bidder: West Construction, Inc.

Address: 820 North 4th Street, Lantana, FL 33462

Contact Person: Matthew F. West, President

Total Bid Amount: \$ 357,114.50 - \*Allowance included in total price.

Authorized Signature: 

Date: 08/28/2024

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

**END OF SECTION 6**

## QUALIFICATIONS OF BIDDER

- 3.2.1 Bidder has previously provided acceptable services for the type of work identified in this ITBC. **Providing the following information for up to five three (3) client references to verify Bidder has provided acceptable and applicable services.**

1.

**A. Owner Name:** City of Pompano Beach

**B. Primary Contact for Contact for Work Provided**

**i. Name** Arthur Cantero, P.E.

**ii. Title** Engineering Project Manager

**iii. Phone #** 954-786-7842

**iv. Email** [Arthur.Cantero@copbfl.com](mailto:Arthur.Cantero@copbfl.com)

**C. Project Information**

**i. Name** North Pompano Park

**ii. Address** Pompano Beach, FL

**iii. Brief Description**

Existing park (approx. 20-acre site) to be modernized/improved to include primarily: Two (2) natural/conventional turf multi-purpose play/sports fields improvements; one (1) synthetic turf regulation football/game field improvement; paving & drainage improvements; selective demolition; Fencing; landscaping/tree disposition amendments/improvements with irrigation renovation; minimal hardscape/sidewalks; sports lighting; dumpster Enclosure demolition; renovations/reconstruction of exercise path; new restroom; gravel parking spaces; fitness area; reroofing of existing buildings; painting of existing buildings; new HS football/soccer goal system; safety/ball netting; and new CCN/ALPR system.

**iv. Start/End Date** 03/2021 - 05/2024

**v. Number of Change Orders and/or Amendments** 2

**vi. Within Budget?** Yes

2.

**A. Owner Name** City of Homestead

**B. Primary Contact for Contact for Work Provided**

**i. Name** Julio A. Brea, P.E.

**ii. Title** Director of Public Works

**iii. Phone #** 305-224-4405

**iv. Email** [jbrea@cityofhomestead.com](mailto:jbrea@cityofhomestead.com)

**C. Project Information**

**i. Name** Losner Park

**ii. Address** Homestead, FL

**iii. Brief Description**

This project included all site improvements, military memorial, landscaping, playground area, fountain feature, band shell, and on premise restaurant.

Losner Park creates a significantly expanded green space at the heart of downtown Homestead. The new design grows the existing park from .68 acres to 3 acres, extending westward from Krome Avenue, the city's main commercial avenue, to the newly constructed police station.



## QUALIFICATIONS OF BIDDER

To the south, the park is adjacent to the recently renovated historic Seminole Theater. With the City of Homestead geographically functioning as a gateway to the Everglades and Biscayne National Parks, the park offers a new destination for residents and visitors, attracting and introducing them to the region while supporting local economy and downtown businesses.

- iv. **Start/End Date** 01/2021 - 11/2022  
 v. **Number of Change Orders and/or Amendments** 1  
 vi. **Within Budget?** Yes

### 3.

A. **Owner Name** City of Longwood

#### B. Primary Contact for Contact for Work Provided

- i. **Name** Chris Capizzi  
 ii. **Title** Director of Leisure Services  
 iii. **Phone #** 407-260-3484  
 iv. **Email** [ccapizzi@longwoodfl.org](mailto:ccapizzi@longwoodfl.org)

#### C. Project Information

- i. **Name** Reiter Park Development & Improvement  
 ii. **Address** Longwood, FL  
 iii. **Brief Description**

This project included all amenities, elements and structures for the construction of Reiter Park. The construction included: Church Street Extension/Festival Plaza, Restrooms, Event Lawn, Lawn Steps, Lake Expansion, Boardwalk Trail, Multi-use Amphitheater and Pavilion, Senator Plaza, Interactive Play Fountain, Playground Expansion, Picnic Gazebos and Lawn, Parking Facility, Sports Courts (existing), Exercise Lawn/Stations (existing), Tensile Shade Structure, Sensory/Interpretive Gardens, Loop Trail Extension, Rain Garden/ Foot Bridges and Water/Stream Feature, Amphitheater Lawn (existing), Fire Station Parcel (existing), Senator Lane.

- iv. **Start/End Date** 05/2017 - 03/2019  
 v. **Number of Change Orders and/or Amendments** 14  
 vi. **Within Budget?** Yes

- 3.2.2 Bidder has a Florida State General Contractor's license or 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 contract.

**Provide proof, in the form of a copy of license(s), that the Bidder meets this qualification.**

**Please see attached licenses & certifications.**

- 3.2.3 Bidder **must** have been in the business of for a minimum of sixty (60) months prior to the Due Date and Time.

**Provide supporting documentation (e.g. state, county, city business license; occupational license) that confirms Bidder has been in business for a minimum of sixty months prior to the Due Date and Time.**

**Please see attached licenses & certifications**





## QUALIFICATIONS OF BIDDER

- 3.2.4 Bidder **must** have experience in constructing a minimum of **two (2)** similar projects since **2019**, with a minimum contract value of **\$200,000**, that had the following components **removing old and installing new drinking fountains and showers; per the construction documents.**

**Provide the following information for the two (2) qualifying projects:**

**1.**

- A. Name of Project Owner** City of Homestead  
**B. Contact Name** Julio A. Brea, P.E., Director of Public Works  
**C. Contact Email** [jbrea@cityofhomestead.com](mailto:jbrea@cityofhomestead.com)  
**D. Location/Address of Project** Homestead, FL  
**E. Dates of Project (start/end)** 01/2021 - 11/2022  
**F. Brief Description of Project** This project included all site improvements, military memorial, landscaping, playground area, fountain feature, band shell, and on premise restaurant.  
**G. List of the components of the project as stated above** Drinking Fountains

**2.**

- A. Name of Project Owner** City of Longwood  
**B. Contact Name** Chris Capizzi, Director of Leisure Services  
**C. Contact Email** [ccapizzi@longwoodfl.org](mailto:ccapizzi@longwoodfl.org)  
**D. Location/Address of Project** Longwood, FL  
**E. Dates of Project (start/end)** 05/2017 - 03/2019  
**F. Brief Description of Project** This project included all amenities, elements and structures for the construction of Reiter Park.  
**G. List of the components of the project as stated above** Drinking Fountains

- 3.2.5 Bidder has no reported conflict of interests in relation to this ITBC. No additional documentation is required.

**The City will verify from Bidder's Conflict of Interest Disclosure Form.**

**Please see attached signed Bidder's Conflict of Interest Disclosure Form**

- 3.2.6 Provide proof that Bidder is registered with the States of Florida, Division of corporations to do business in Florida.

**No documentation is required. The City will verify.**

- 3.2.7 **Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Bidder, or any of its employees, is or has been involved within the last three (3) years.**

**Please see attached three (3) year pending litigations.**



## QUALIFICATIONS OF BIDDER



**West** is dedicated to offering excellence in construction, architecture and professional services. As a family owned company, we have achieved success through intensive collaboration with private and public clients.

**West** Construction was founded in 1969 on the principal of delivering well-crafted, highly functional and cost effective projects. Through 54 years of successful project delivery, we have evolved into an international corporation. With subsidiaries in Liberia, Puerto Rico, and the Caribbean, **West** possesses the ability to design, construct and manage projects throughout, Florida, the United States and the World.

Employing experts in their respective fields, **West** currently has 113+ employees working in the US and abroad. Construction specialist, architects, estimators and support staff work in a collaborative environment that promotes team work through individual excellence. The sharing of knowledge from multiple professional perspectives allows **West** to offer a creative and efficient end product. Our staff has a diverse range of experience in creating special places to Live, Work, Shop and Play.

**West** Architecture + Design, LLC operates in direct collaboration with **West** Construction Inc. specializing on Design/Build project delivery. Under the leadership of Principals, Matthew West and Peter Ganci, **West** Architecture strives to achieve quality work through the highest level of Service, Design and Value for each project.

The ability to offer our clients a single point of contact for design and construction sets us apart from traditional architecture and construction companies. From initial Design to Final Construction, we possess the ability to direct all aspects of a project, anticipating the needs and objectives of the owner.

While **West** has grown substantially over the years, we have always remained focused on providing technical expertise, a passion for performance and outstanding attention to client satisfaction. We have completed municipal projects throughout Florida on both the West and East coast. Our ability to listen to our clients and adapt accordingly is the reason **West** is one of the leading construction firms in Florida.

### **West Construction, Inc.**

Business Organization State of Florida - QB26507

Matthew F. West: State of Florida Certified General Contractor - CGC1516626

### **West Architecture + Design, LLC.**

State of Florida - AA26001503

Matthew F. West: State of Florida Registered Architect - AR93859





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

**WEST, MATTHEW FIELDEN**

WEST CONSTRUCTION INC  
820 N 4TH STREET  
LANTANA FL 33462-1710

**LICENSE NUMBER: CGC1516626**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 07/08/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





# *State of Florida*

## *Department of State*

I certify from the records of this office that WEST CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on December 16, 1977.


The document number of this corporation is 555487.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 30, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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



  
*Secretary of State*

Tracking Number: 6702878688CC

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

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

## LOCAL BUSINESS TAX RECEIPTS



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County  
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
820 N 4TH ST  
LANTANA, FL 33462

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CW GENERAL CONTRACTOR	WEST MATTHEW F	CGC1516626	B24.634729 07/23/2024	\$369.60	B40114835

This document is valid only when receipted by the Tax Collector's Office.



WEST CONSTRUCTION INC  
WEST CONSTRUCTION INC  
820 N 4TH ST  
LANTANA FL 33462

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2024 / 2025 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 200911377**  
**EXPIRES: 09/30/2025**

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County  
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
820 N 4TH ST  
LANTANA, FL 33462

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	WEST MATTHEW F	CGC1516626	B24.634728 07/23/2024	\$27.50	B40114836

This document is valid only when receipted by the Tax Collector's Office.



2 - 50

WEST CONSTRUCTION INC  
WEST CONSTRUCTION INC  
820 N 4TH ST  
LANTANA FL 33462-1710

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2024 / 2025 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 200911376**  
**EXPIRES: 09/30/2025**

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**LOCAL BUSINESS TAX RECEIPT**  
**TOWN OF LANTANA, FLORIDA**

**RECEIPT NUMBER: 17-200303838**

**EFFECTIVE DATE:**

08/08/2017

**EXPIRATION DATE:**

09/30/2025

WEST CONSTRUCTION INC.

820 N 4TH ST

LANTANA, FL 33462

**BUSINESS LOCATION:**

820 N 4TH ST

LANTANA, FL 33462

**NAME OF BUSINESS**

WEST CONSTRUCTION INC.

**BUSINESS CLASSIFICATION:**

014 - OFFICE

**BUSINESS TYPE:**

014 - OFFICE

**OWNERSHIP TYPE:**

INCORPORATED

**SPECIAL CONDITIONS**

THIS RECEIPT EXPIRES AS SPECIFIED ABOVE

BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS  
OF THE ORDINANCES OF THE TOWN OF LANTANA AND THE LAWS OF THE  
STATE OF FLORIDA.

**THIS RECEIPT MUST BE POSTED IN A CONSPICUOUS PLACE**



CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers **must** disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

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

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for 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 City 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 Proposal.

☐ 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 Proposal.

Acknowledged by:

West Construction, Inc.

Firm Name

Signature

Matthew F. West, President

Name and Title (Print or Type)

08/28/2024

Date

[remainder of page intentionally left blank]



August 28, 2024

City of Delray Beach  
Purchasing Division  
100 NW 1st Avenue  
Delray Beach, FL 33444

Re: **Replacement of Beach Master Plan Showers and Fountains**  
**ITBC No. 2024-037 / Project No. 24-009**  
**Litigation Letter**

To Whom It May Concern:

Principal of West defending allegations relating to a Service Disabled Veteran Owner Small Business set-aside contract. Please be reminded that these are only allegations, Mr. West has pled not guilty, is presumed innocent of all charges. In this regard, please proceed cautiously and reserve judgment until Mr. West is able to present his case involving the bidding of that contract is for the first time addressed with the appropriate authorities. When done, Mr. West is confident that the allegations will be viewed in an entirely different context. Most importantly, the allegations in that case have absolutely no bearing on West Construction, Inc.'s bid.

West Construction, Inc. values its relationship with the City of Delray Beach and is available to meet and further discuss this matter.

Respectfully,

  
Matthew F. West  
Principal/President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

On this 28th day of August, 2024, before me the undersigned Notary Public of the State of Florida, personally appeared Matthew F. West and whose name is subscribed to within the instrument, and acknowledges its execution.

  
NOTARY PUBLIC, STATE OF FLORIDA

Racquel J. Barrett  
NAME OF NOTARY

Personally known to me

NOTARY PUBLIC

SEAL OF OFFICE:



RACQUEL J. BARRETT  
Commission # HH 414820  
Expires June 26, 2027

**West Construction, Inc.**

820 North 4th Street / Lantana, Florida 33462 / Phone: 561-588-2027 / Fax: 561-582-9419

License No. CGC1516626

[www.westconstructioninc.net](http://www.westconstructioninc.net)

**WEST CONSTRUCTION, INC.**  
**PENDING LITIGATION**

<b>CASE NAME</b>	<b>CASE NUMBER</b>	<b>STATUS</b>
<b>2019</b>		
West Construction, Inc. v. Pruitt Industrial Electrical Contractors, LLC and Argonaut Insurance Company; Pruitt Industrial Electrical Contractors, LLC v. West Construction, Inc. and Philadelphia Indemnity Insurance Co.; Rexel USA, Inc. f/k/a General Supply and Services, Inc. d/b/a Gexpro (Intervenor)	St. Lucie County Case: 562019CA001430AXXXHC	Open. West is pursuing terminated subcontractor and its surety for contractual breaches.
<b>2020</b>		
Lightning Electric, Inc. v. West Construction, Inc. and Pruitt Industrial Electrical Contractors, LLC; West Construction, Inc. v. Argonaut Insurance Company	Palm Beach County Case: 502020CC005053XXXXMB	Stayed pending outcome of dispute with Pruitt Industrial Electrical Contractors.
Proforce Staffing, Inc. v. Arbor Electrical Service, Inc. d/b/a Mr. Wireman and West Construction, Inc.	Miami-Dade County Case: 2020-023681-CA-001 (32)	Main claims dismissed, judgment entered in favor of West and against Wireman relating to cross-claim.
<b>2021</b>		
West Construction, Inc. as assignee of Rexel USA, Inc. f/k/a General Supply and Services, Inc. d/b/a Gexpro v. Robert Ren Pruitt and Kimberly Shawn Pruitt	St. Lucie County Case: 562021CA001484AXXXHC	Consolidated with West's case against Pruitt Industrial Electrical Contractors.
Tropic Floor Covering, Inc. v. West Construction, Inc.	Palm Beach County Case: 502021CA000847XXXMB	Stayed pending arbitration, no arbitration proceeding pending.
AMJ Irrigation Services, Inc. v. West Construction, Inc.	Palm Beach County Case: 502021CC007649XXXXSB	Judgment Satisfied.



**WEST CONSTRUCTION, INC.**  
**PENDING LITIGATION**

<b>CASE NAME</b>	<b>CASE NUMBER</b>	<b>STATUS</b>
Robert Jennings v. Moorings at Lantana Master Association, Inc., Seacrest Services, Inc., West Construction, Inc. and David's Asphalt, Inc.	Palm Beach County Case: 502021CA007345XXXXMB	Premises Liability/Personal Injury Action remains active.
Judith Young v. The Town of Davie and West Construction, Inc.	Broward County Case: CACE21004651	Premises Liability/Personal Injury Action remains active.
James Gallagher v. Broward County and West Construction, Inc.	Broward County Case: CACE21006129	Premises Liability/Personal Injury Action remains active.

## 2022

Superior Electrical Contractors, Inc. v. West Construction, Inc. and Philadelphia Indemnity Insurance Company	Broward County Case: CACE-22-003721 (12)	Open, West defending claim of subcontractor based upon contractual set-offs.
The United States of America f/u/b/o East Coast Metal Structures, Corp. v. Philadelphia Indemnity Insurance Company	USDC – Middle District Case: 22-cv-00233	Open, West defending claim of subcontractor based upon contractual set-offs.
Asmithe Olibrice and Jacquy Olibrice v. School Board of Broward County, West Construction, Inc., Atlas Apex Roofing, LLC and Williamson Dacar Associates, Inc.	Broward County Case: CACE22013355	Premises Liability/Personal Injury Action remains active.
Tanya Greene v. Miami-Dade County and West Construction, Inc.	Miami-Dade County Case: 2022-001124-CA-01	Premises Liability/Personal Injury Action remains active.

## 2023

United States of America v. Matthew West, et al.	USDC - Middle District of Florida 8:23-cr-00308	Open proceeding against Matthew West, and owner and principal of West relating to a Federal Project. Mr. West intends to vigorously defend himself in this issue.
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**WEST CONSTRUCTION, INC.**  
**PENDING LITIGATION**

<b>CASE NAME</b>	<b>CASE NUMBER</b>	<b>STATUS</b>
Lonardo, Rhonda v. Equity Lifestyle Properties Inc.	Palm Beach Case 50-23-CA-007387-XXXX-MB	Premises liability, remains active.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2024

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

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

<b>PRODUCER</b> JDA Insurance Group 120 N. Federal Hwy., #301  Lake Worth FL 33460	<b>CONTACT NAME:</b> Kassie Huskey <b>PHONE (A/C, No, Ext):</b> (561) 296-0373 <b>FAX (A/C, No):</b> (561) 828-0997 <b>E-MAIL ADDRESS:</b> kassie@thejdagroup.com																					
<b>INSURED</b>  West Construction Inc. 820 N 4th St.  Lantana FL 33462	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td><b>INSURER A:</b> National Fire Insurance Company of Hartford</td><td></td><td>20478</td></tr><tr><td><b>INSURER B:</b> Continental Casualty Company</td><td></td><td>20443</td></tr><tr><td><b>INSURER C:</b> Continental Insurance Company</td><td></td><td>35289</td></tr><tr><td><b>INSURER D:</b> Great American Insurance Company</td><td></td><td>16691</td></tr><tr><td><b>INSURER E:</b></td><td></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> National Fire Insurance Company of Hartford		20478	<b>INSURER B:</b> Continental Casualty Company		20443	<b>INSURER C:</b> Continental Insurance Company		35289	<b>INSURER D:</b> Great American Insurance Company		16691	<b>INSURER E:</b>			<b>INSURER F:</b>		
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<b>INSURER F:</b>																						

## COVERAGES

CERTIFICATE NUMBER: CL241304494

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		7040405350	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		7040405333	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		7040405347	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Crime Protection			SAA E614294 03 00	09/11/2023	09/11/2024	Employee Dishonesty \$1,000,000

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

[Job #: Job Type: \*\*FOR BIDDING PURPOSES ONLY\*\*]

The Certificate Holder is named as additional insured including products and completed operations for general liability and automobile liability when required by written contract. General Liability and Auto Liability are primary and non-contributory when required by written contract. Waiver of subrogation applies to general liability and automobile liability when required by written contract. Umbrella extends over general liability, auto liability and employer's liability - following form. Should any of the above described policies be cancelled, notice will be delivered in accordance with the delivered in accordance with the policy provisions.

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Insurance - For Bidding Purposes Only  
Do Not Alter or Duplicate

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

AUTHORIZED REPRESENTATIVE

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**Additional Named Insureds****Other Named Insureds**

Fourth Industrial, LLC	Limited Liability Company, Additional Named Insured
West Architecture + Design, LLC	Limited Liability Company, Additional Named Insured
West Survey Services, LLC	Limited Liability Company, Additional Named Insured



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2023

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

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

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: <b>Lauren Eden</b>	
	PHONE (A/C, No, Ext): <b>(561) 721-3773</b>	FAX (A/C, No): <b>(561) 776-0670</b>
	E-MAIL ADDRESS: <b>Lauren.Eden@ioausa.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Builders Mutual Insurance Company</b>	<b>10844</b>
INSURED  <b>West Construction Inc, West Architecture + Design, LLC</b> <b>820 N 4th ST</b> <b>Lantana, FL 33462</b>	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <b>N</b>	N / A	<b>X</b> <b>WCP106968804</b>	<b>1/1/2024</b>	<b>1/1/2025</b>	<b>X</b> PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

Waiver of Subrogation with respect to Workers' Compensation per form #WC000313.

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Insurance - For Bidding Purposes Only Do Not Alter or Duplicate	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 