



# CITY OF DELRAY BEACH

## PURCHASING DIVISION



**TO:** Peggy Cadeaux, Purchasing Manager  
Purchasing and Contract Administration Division

**FROM:** Sammie Walthour  
Director Neighborhood & Community Services

**SUBJECT:** **Solicitation No.:** Q 2024-009  
**Solicitation Title:** Housing Rehabilitation Case #22-001

**Recommended Vendor:** Dan Enterprises Team, LLC

**Recommended Group(s)/Line Items(s):** 12

**Initial Award Amount:** \$ 45,028.54

**Potential Total Amount:** \$ 45,028.54

**Initial Contract Term:** One Time Award

**Contract Term, including Renewals:** One Time Award

**FINANCIAL BACKGROUND/ [SAM.GOV](https://sam.gov):**

☐ Vendor's financial background documents are attached.

**LITIGATION HISTORY:**

☐ Litigation History verification is attached.

**PAST PERFORMANCE:**

☐ Reference Verification Forms are attached.

**PURCHASING AGENT SIGNATURE:** Eddyson Etienne

Digitally signed by Eddyson Etienne  
Date: 2024.01.24 12:20:04 -05'00'

**DATE:** 1/24/24

**CONCURRENCE:**

☒ The Department has reviewed Vendor's response(s) for specification compliance and Vendor responsibility, which includes license requirements (if applicable). I have reviewed all due diligence documents including the Vendor's Information and after careful evaluation, I concur with recommendation for award to the Vendor.

**NON-CONCURRENCE:**

☐ I do not concur. Detailed reason for non-concurrence is attached, including the reference to any bid requirement.

**TYPE NAME OF SIGNER:** Sammie L. Walthour


**TITLE:** Department Director

**SIGNATURE:** Sammie L. Walthour

Digitally signed by Sammie L. Walthour  
Date: 2024.01.31 12:39:26 -05'00'

**DATE:** 01/31/2024

**S**ERVICE • **P**ERFORMANCE • **I**NTEGRITY • **R**ESPONSIBLE • **I**NNOVATIVE • **T**EAMWORK

	<b>DUE DILIGENCE</b> Q 2024-009 Housing Rehabilitation Case #22-001	
Due Diligence - Responsive -Information was submitted for each of the following:	Cure	Dan Enterprises Team, LLC
Bid Submittal Signature Page	Curable in 48 hours	Provided
Pricing Schedule	Non-Curable	Provided
Acknowledgment of Addenda	Curable in 48 hours	Provided
Non-Collusion Affidavit (Notarized Copy)	Curable in 48 hours	Provided
Conflict of Interest	Curable in 48 hours	Provided
Notification of Public Entity Crimes Law	Curable in 48 hours	Provided
Notification of Public Records Law	Curable in 48 hours	N/A
Drug-Free Workplace	Curable in 48 hours	Provided
Truth-In Negotiation Certificate	Curable in 48 hours	N/A
Scrutinized Company Certification	Curable in 48 hours	N/A
Certificate of Non-Segregated Facilities	Curable in 48 hours	Provided
Section 3 Clause	Curable in 48 hours	Provided
Anti-Kickback Affidavit (Notarized Copy)	Curable in 48 hours	Provided
Certificate Of Eligibility (General Contractor)	Curable in 48 hours	Provided
Certificate of Eligibility (Sub-Contractors)	Curable in 48 hours	Provided
Copy of Current LEAD*RRP Certification	Curable in 48 hours	Provided
Copy of Occupational License with Delray Beach	Curable in 48 hours	Provided
Contractor's Qualification Sheet	Curable in 48 hours	Provided
Contractor Self-Certification	Curable in 48 hours	Provided
Contractor Application and Qualification Sheet	Curable in 48 hours	Provided
Solicitation Summary	Curable in 48 hours	N/A
Minimum Qualifications. Information was submitted for each of the following:		
Proposer is registered with the States of Florida, Division of corporations to do business in Florida. *No documentation is required. The City will verify. (Sunbiz)	Curable in 48 hours	Verified
Number of years in business documentation(state, county, city business registration, occupational license)	Curable in 48 hours	N/A
Bidder submitted pricing utilizing the pricing form contained in this Quick Quote	Curable in 48 hours	Provided
provided acceptable services for the type of work identified in this Quick Quote	Curable in 48 hours	N/A
Scrutinized List of Prohibited Companies	Curable in 48 hours	N/A
Proposer has no reported litigation history for the past 3 years. *Disclosure any material cases for the past 3 years.	Curable in 48 hours	N/A
Three references willing and able to confirm projects of similar services by Proposer.	Curable in 48 hours	Provided
SAMS GOV Review	Curable in 48 hours	Provided
Insurance Requirements	Curable in 48 hours	Provided
CURE DEFICIENCY REQUIREMENT MET?		YES
Proposal RESPONSIVE AND RESPONSIBLE:		YES

Price Analysis

**Bid No.**  
**Bid Title:**  
**Agency:**  
**Purchasing Agent**  
**Title:**  
**Funding:**

**QUICK QUOTE 2024-009**  
Housing Rehabilitation Case #22-001  
Neighborhood & Community Services  
Eddyson Etienne  
Purchasing Agent  
CDBG

**Date Bid Posted:** 12/18/23  
**Date bid Opened:** 1/10/24  
**Bid Submittals:**1  
**Declinations:**  
**Bid Views:**32  
**Suppliers Notified:**32



		Dan Enterprises Team, LLC			
Item #	Item				
		Qty	Unit	Price	Total
Q2024-003--01-01	Install Hurricane Clips	1	Project	\$ 3,100.00	\$ 3,100.00
Q2024-003--01-02	Install New Roof	1728	Square Foot	\$ 9.82	\$ 16,968.96
Q2024-003--01-03	Paint Soffit & Fascia	468	Square Foot	\$ 1.95	\$ 912.60
Q2024-003--01-04	Install Exterior Door	3	Each	\$ 1,150.00	\$ 3,450.00
Q2024-003--01-05	Install New Closet Door	6	Each	\$ 322.22	\$ 1,933.32
Q2024-003--01-06	Install Interior Door	4	Each	\$ 500.00	\$ 2,000.00
Q2024-003--01-07	Instyall Ceramic Floor	63	Square Foot	\$ 6.19	\$ 389.97
Q2024-003--01-08	Install Cabinets and Countertop	14	Linear Foot	\$ 288.00	\$ 4,032.00
Q2024-003--01-09	Repair Drywall	9	Square Foot	\$ 22.22	\$ 199.98
Q2024-003--01-10	Replace Shower with Grab Bars	1	Project	\$ 5,971.71	\$ 5,971.71
Q2024-003--01-11	Install New Electrical Service	1	Each	\$ 2,750.00	\$ 2,750.00
Q2024-003--01-12	Install Kitchen Sink	1	Each	\$ 320.00	\$ 320.00
	Allowance	1	Each	\$ 3,000.00	\$ 3,000.00
GRAND TOTAL				AWARD	\$ 45,028.54

Description				Neighborhood & Community Services In-House Estimate		Q2024-005 Housing Rehabilitation Case 21-011		Q2024-006 Housing Rehabilitation Case 21-027		Difference between Bid and Previous Contract	
Item #	Item	Qty	Unit	Price	Total	Price	Total	Price	Total	% Diff	\$ Diff
Q2024-003--01-01	Install Hurricane Clips	1	Project	\$ 2,000.00	\$ 2,000.00	\$ 3,125.00	\$ 3,125.00	\$ 4,000.00	\$ 4,000.00	-14.00%	-\$7,328.62
Q2024-003--01-02	Install New Roof	1728	Square Foot	\$ 7.45	\$ 12,867.00	\$ 10.70	\$ 18,489.60	\$ 11.73	\$ 20,266.67		
Q2024-003--01-03	Paint Soffit & Fascia	468	Square Foot	\$ 11.24	\$ 5,259.80		\$ -		\$ -		
Q2024-003--01-04	Install Exterior Door	3	Each	\$ 1,353.67	\$ 4,061.00	\$ 1,179.00	\$ 3,537.00	\$ 800.00	\$ 2,400.00		
Q2024-003--01-05	Install New Closet Door	6	Each	\$ 427.50	\$ 2,565.00		\$ -		\$ -		
Q2024-003--01-06	Install Interior Door	4	Each	\$ 1,051.50	\$ 4,206.00		\$ -		\$ -		
Q2024-003--01-07	Instyall Ceramic Floor	63	Square Foot	\$ 11.87	\$ 747.81		\$ -		\$ -		
Q2024-003--01-08	Install Cabinets and Countertop	14	Linear Foot	\$ 300.00	\$ 4,200.00	\$ 344.44	\$ 4,822.16		\$ -		
Q2024-003--01-09	Repair Drywall	9	Square Foot	\$ 15.95	\$ 143.55	\$ 350.00	\$ 3,150.00	\$ 4.32	\$ 38.92		
Q2024-003--01-10	Replace Shower with Grab Bars	1	Project	\$ 5,500.00	\$ 5,500.00	\$ 6,918.00	\$ 6,918.00		\$ -		
Q2024-003--01-11	Install New Electrical Service	1	Each	\$ 325.00	\$ 325.00		\$ -	\$ 2,400.00	\$ 2,400.00		
Q2024-003--01-12	Install Kitchen Sink	1	Each	\$ 7,482.00	\$ 7,482.00	\$ 325.00	\$ 325.00		\$ -		
	Allowance	1	Each	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -		
Total						\$ 52,357.16		\$ 40,366.76		\$ 29,105.59	

**Analysis:** The City of Delray Beach Neighborhood & Community Service Department provided an In-House cost estimate for a one-time contract value in the amount of \$52,357.16 for Housing Rehabilitation. Based on the conducted comparison of the In-House cost estimate, past bids, and the new proposed bid pricing, the Purchasing Division finds that the proposed listed pricing to be fair and reasonable from In-House cost estimate and past bids.

The responsive, responsible bidder's cumulative total price, Horizon General Contracting & Development LLC., is 14.4% lower than In-House cost estimate.

One Time Total Award:

\$ 45,028.54

## Dan Enterprises Team, LLC

Bid Contact **Teddy Castellanos**  
**sales1@danenterprisesteam.com**  
**Ph 786-617-7455**

Address **18501 Pain Boulevard, 357**  
**19081 NW 78TH AVE HIALEAH 33015-1900**  
**Pembroke Pines, FL 33029**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
Q2024-009--01-01	Install Hurricane Straps/Clips	Supplier Product Code:	First Offer - \$3,100.00	1 / project	\$3,100.00	Y	Y
Q2024-009--01-02	INSTALL NEW ROOF	Supplier Product Code:	First Offer - \$9.82	1728 / square foot	\$16,968.96		Y
Q2024-009--01-03	PAINT SOFFIT & FASCIA	Supplier Product Code:	First Offer - \$1.95	468 / square foot	\$912.60		Y
Q2024-009--01-04	INSTALL EXTERIOR DOOR	Supplier Product Code:	First Offer - \$1,150.00	3 / each	\$3,450.00		Y
Q2024-009--01-05	INSTALL NEW CLOSET DOOR	Supplier Product Code:	First Offer - \$322.22	6 / each	\$1,933.32		Y
Q2024-009--01-06	INSTALL INTERIOR DOOR	Supplier Product Code:	First Offer - \$500.00	4 / each	\$2,000.00		Y
Q2024-009--01-07	INSTALL CERAMIC FLOOR	Supplier Product Code:	First Offer - \$6.19	63 / square foot	\$389.97		Y
Q2024-009--01-08	INSTALL CABINETS AND COUNTER TOP	Supplier Product Code:	First Offer - \$288.00	14 / linear foot	\$4,032.00		Y
Q2024-009--01-09	REPAIR DRYWALL	Supplier Product Code:	First Offer - \$22.22	9 / square foot	\$199.98		Y
Q2024-009--01-10	REPLACE SHOWER WITH GRAB BARS	Supplier Product Code:	First Offer - \$5,971.71	1 / each	\$5,971.71		Y



Q2024-009--01-11	INSTALL NEW ELECTRICAL SERVICE	<b>Supplier Product Code:</b>	<b>First Offer - \$2,750.00</b>	1 / project	<b>\$2,750.00</b>	<b>Y</b>
Q2024-009--01-12	INSTALL KITCHEN SINK	<b>Supplier Product Code:</b>	<b>First Offer - \$320.00</b>	1 / each	<b>\$320.00</b>	<b>Y</b>
<b>Bid Allowance</b>			\$3,000.00			
					Supplier Total	<b>\$42,028.54</b>

**Dan Enterprises Team, LLC**Item: **Install Hurricane Straps/Clips****Attachments**

Quote Proposal Case 22-001 Submission.pdf

Check Certificate Case 22-001.pdf

Bid Form Case 22-001.pdf

GC 2024.pdf

Occupational Lincese \_12\_47\_26-09-2023.pdf

Q2024-009\_Addendum\_No.\_1.pdf

**Neighborhood Services Division**

City of Delray Beach

100 Nw 1st Avenue

Delray Beach, FL 33444

Phone: 561-243-7280 Fax: 561-243-7221

**CONTRACTOR QUOTE PROPOSAL**CASE NUMBER 22-001QUOTE TOTAL \$ 42,031.35**PROPERTY INFORMATION**233 NE 20<sup>th</sup> ST

Delray Beach, FL 33444

Claire Powell

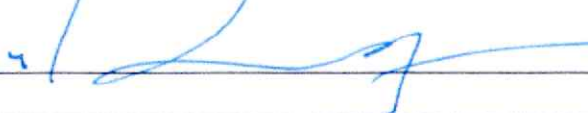
PHONE: (561) 243-8899

**CONTRACTOR INFORMATION**NAME: Dan Enterprises Team, LLCCONTACT PERSON: Heidi Perez - Managing PartnerADDRESS: 18501 Pines Blvd Suite 357  
Pembroke Pines FL 33029PHONE: (305) 343 57 55 (954) 536 54 29E-MAIL: sales1@danenterprisesteam.com

**CONTRACTOR QUOTE PROPOSAL****CASE NUMBER 22-001****QUOTE APPROVAL STATEMENT**

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

Signed:  Date: 11/09 2023

Signed:  Date: 11/9/ 2023

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

Quoter will start permit process within three (3) days of the date on the Notice to Proceed. The notice establishes that the work be completed within sixty (60) days from issuance of permit.

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

Signed:   
Heidi Perez - Managing Partner Date: 01/09 2023

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ 2023

**CONTRACTOR QUOTE PROPOSAL****CASE NUMBER 22-001****EXTERIOR**

**INSTALL HURRICANE STRAPS/CLIPS** **1 NO** **\$ 3,100.00**

Remove sheathing, planking to expose truss/wall connection, prepare area and install Simpson hurricane clips "HGA10" or equal with a minimum 520 lb. up lift on side of truss. replace sheathing, re-nail to 2020 Florida Building Code 7<sup>th</sup> edition and install secondary water barrier and cover with new felt, tin tag, and roofing material to match existing as close as possible when needed.

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

**INSTALL NEW ROOF** **1728 SF** **\$16,971.71**

Remove entire sloped roof covering. Replace damaged sheathing, replace / repair damaged rafters, and related roof components. All fascia, soffit repair/replacement is included in line item cost. Replace defective or damaged soffit venting/screening to match existing as needed. Contractors shall include in their bid replacing up to 48 Lf of rafter/trusses top chords, and up to "5" full sheets of sheathing or 160 sq ft of exposed planking if needed Damage in excess of "5" Sheets of sheathing or 160 sq ft of planking and up to 48 Lf of rafter/truss top chords shall be addressed in a change order. Replacement sheathing shall be minimum 19/32" plywood but may be thicker to match existing sheathing. In instances where the sheathing is an exposed ceiling, replacement sheathing shall match existing and may be planks.

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

Sheet of plywood sheathing (each) above the covered 5 sheets	\$ 137.50
Square foot of planking above the covered 160 sq ft	\$ 1,050.00
Liner foot of rafter/trusses top chords above the covered 48 Lf	\$ 9.82

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

All roof sheathing/decking nailing shall be brought up to meet the 2020 Florida Building Code 7th edition. Existing fasteners may be used to partially satisfy this requirement and additional nailing shall consist of the required ring shank nails.

Install two (2) layers of ASTM 30 lb. felt paper for roof with a slope of less than 4" to 1'. Then install 40 years rated quality or equal, laminated (dimensional) shingle, self-sealing, fungus resistant fiberglass shingles, to meet the 2020 Florida Building Code 7th Edition. Install new ridge vent per shingle manufacturer's specifications over all roof ridge. A new 3"x 3" metal drip edge (see note below) and flashing shall be installed throughout the entire roof system. The entire new roof system shall conform to the building code of the City of Delray Beach Building Division.

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

**Note 2:** The metal drip edge shall be a minimum 3"x 3". Fastening of the drip edge shall be with nails placed into the sheathing, roof rafter, truss, or sub-fascia. **No fasteners shall penetrate into the fascia or 1x2 wood drip edge nailer.**

**Note 3:** This item will have a mandatory inspection with the rehabilitation inspector.



**CONTRACTOR QUOTE PROPOSAL****CASE NUMBER 22-001**

**Note 4:** Owner shall have choice of shingle color.

**Note 5:** One 36" layer of self-adhering modified underlayment shall be placed above flashing in all valleys.

**PAINT SOFFIT & FASCIA****468 SF****\$ 912.60**

Pressure clean with water, fill all cracks and holes. Prepare for paint by scraping off loose and peeling paint, light sanding of all soffit & fascia. Contact the rehabilitation inspector to request an inspection (24 hour notice to inspect will be made available). Upon approval of pressure cleaning proceed by applying one (1) coat acrylic bonding primer or equal. Finish with two (2) coats acrylic exterior paint or equal.

Clean paint debris (chips) and dust from ground, provide and install mulch around the perimeter of building.

**Note:** All paint chip debris associated with this item must be removed from the site prior to the general contractor requesting the LBP clearance test.

**Note: Neighborhood Services will pay for (1) clearance. All repeated clearance inspections will be charged to the Contractor at the rate of \$200.00 each.**

+++++

**IMPORTANT:** The above work must be performed by a firm/individual who holds a valid EPA certificate obtained according to 40 CFR Part 745. Work must at minimum comply with HUD: 24 CFR Part 35, EPA: 40 CFR Part 745, and OSHA: 29 CFR Part 1926. Clearance examination (clearance testing) is required in connection with this work.

+++++

**Note 1:** Owner to choose paint color.

**Note 2:** Contractor shall comply with manufacturer recommended time intervals between coats of paint.

**Note 3:** Contractor shall deliver a smooth full paint coverage over the average substrate finish. Roller and brush mark, runs, orange peels, and other defective paint application shall not be accepted.

**INSTALL EXTERIOR DOOR****3 EA****\$ 3,450.00**

Remove the existing front door(s) and jamb(s), prepare (a) sufficient door buck(s), and install a pre-hung metal clad six (6) panel door(s). The door must be Hurricane Impact Test Rated and meet or exceed 2020 Florida Building Code 7<sup>th</sup> edition standards. Patch to match interior and exterior walls, install new interior wood casing and exterior wood brick mold. Prepare new door assembly for painting by washing with TSP and a light sanding then apply one (1) coat of acrylic primer/sealer and two (2) coats of acrylic semi-gloss paint to match existing finishes.

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

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

**CONTRACTOR QUOTE PROPOSAL****CASE NUMBER 22-001**

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

**Note 3:** Contractor shall submit Impact Resistant Rated Florida Building Code product approvals, stamped by the Delray Beach Building Division, with this Project's close-out package. Door assembly shall meet current 2020 Florida Building Code 7<sup>th</sup> edition product approval without using interior slide bolts.

**Note 4:** A landing is required according to code. In the absence of a landing, Contractor shall construct a concrete landing in front of the door as required by code, (or where a landing exists, Contractor shall re-construct/modify the existing landing in order to meet code.)

**Note 5:** All paint chip debris associated with this item must be removed from the site prior to the general contractor requesting the LBP clearance test.

**Note: Neighborhood Services will pay for (1) clearance, All repeated clearance inspections will be charged to the Contractor at the rate of \$200.00 each.**

+++++

**IMPORTANT:** The above work must be performed by a firm/individual who holds a valid EPA certificate obtained according to 40 CFR Part 745. Work must at minimum comply with HUD: 24 CFR Part 35, EPA: 40 CFR Part 745, and OSHA: 29 CFR Part 1926. Clearance examination (clearance testing) is required in connection with this work.

+++++

**INTERIOR****INSTALL NEW CLOSET DOOR****6 NO****\$ 1,933.33**

Remove existing closet door replace with a new louvered. Include all necessary hardware to function as designed. Fill all holes and apply one (1) coat of acrylic primer/sealer and paint with two (2) coats of semi-gloss acrylic enamel paint to door and its trim.

Location: All bedrooms and hall closet

**Note 1:** Door paint color choice shall be by owner. The contractor shall comply with the manufacturer's recommended time intervals between coats of paint and shall deliver smooth full paint coverage. Roller and brush mark, runs, orange peels, and other defective paint application **shall not be accepted.**

**Note 2:** Touch-up paint affected finishes resulting from the replacement of the door, to match existing as close as possible. The inspector shall be responsible for determining if the touch-up paint matches as closely as possible.

**Note 3:** All paint chip debris associated with this item must be removed from the site prior to the general contractor requesting the LBP clearance test.

**Note: Neighborhood Services will pay for (1) clearance, All repeated clearance inspections will be charged to the Contractor at the rate of \$200.00 each.**

+++++

**CONTRACTOR QUOTE PROPOSAL****CASE NUMBER 22-001**

**IMPORTANT:** The above work must be performed by a firm/individual who holds a valid EPA certificate obtained according to 40 CFR Part 745. Work must at minimum comply with HUD: 24 CFR Part 35, EPA: 40 CFR Part 745, and OSHA: 29 CFR Part 1926. Clearance examination (clearance testing) is required in connection with this work.

+++++

### INSTALL INTERIOR DOOR 4 EA \$ 2,000.00

Remove ALL existing interior door casings, trim and doors, and install new prehung hollow core doors. Fill all holes and apply one (1) coat of acrylic primer/sealer and paint with two (2) coats of semi-gloss acrylic enamel paint to door and its trim.

Door installation shall include privacy lock sets, Dexter or equal (medium grade).

**Note 1:** Door paint color choice shall be by owner. The contractor shall comply with the manufacturer's recommended time intervals between coats of paint and shall deliver smooth full paint coverage. Roller and brush mark, runs, orange peels, and other defective paint application **shall not be accepted**.

**Note 2:** Touch-up paint affected finishes resulting from the replacement of the door, to match existing as close as possible. The inspector shall be responsible for determining if the touch-up paint matches as closely as possible.

**Note 3:** All paint chip debris associated with this item must be removed from the site prior to the general contractor requesting the LBP clearance test.

**Note: Neighborhood Services will pay for (1) clearance. All repeated clearance inspections will be charged to the Contractor at the rate of \$200.00 each.**

+++++

**IMPORTANT:** The above work must be performed by a firm/individual who holds a valid EPA certificate obtained according to 40 CFR Part 745. Work must at minimum comply with HUD: 24 CFR Part 35, EPA: 40 CFR Part 745, and OSHA: 29 CFR Part 1926. Clearance examination (clearance testing) is required in connection with this work.

+++++

### INSTALL CERAMIC FLOOR 63 SF \$ 390.00

Remove existing ceramic floor in **Kitchen**. Prepare and level floor to receive new tile. Install new ceramic floor tile, tile shall match existing in size and color, as close as possible and be Grade III or matte finish with tile and grout color selected by Owner from Contractors samples. Replace baseboard with new, apply one coat of primer and two coats of base paint. Color to match existing as close as possible.

### INSTALL CABINETS AND COUNTER TOP 14 LF \$ 4,032.00

Remove existing base and wall kitchen cabinets, replace with new all plywood cabinets. New cabinets layout to remain the same as old cabinets layout. Install new Formica covered plywood counter top. All work to be level, plumb and true. Seal all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out any rodents. Also attach cabinets to studs in walls. Install new counter top with a 4" minimum back splash. Caulk all seams where counter top meets walls.

Contractor to offer homeowner contractor supplied color and veneer choices.



**CONTRACTOR QUOTE PROPOSAL****CASE NUMBER 22-001****REPAIR DRYWALL****9 SF****\$ 200.00**

Area behind kitchen stove, access to bathroom plumbing. Remove damaged wall covering and dispose of it properly. Patch wall area using similar materials and match to the average existing finish as close as possible. The contractor may patch with drywall, tape and finish in the 2-coat process. Apply acrylic primer/sealer and paint corner-to-corner with two coats to match as close as possible.

**REPLACE SHOWER WITH GRAB BARS****1 NO****42,  
\$ 5,971.71**

Remove existing tub/shower and damaged wall materials affected by framing of the new shower. Replace damaged studs and prepare a cementitious tile backer for the new shower. Reinforce existing floor/subfloor as necessary and install shower pan and curb to be as close as possible to ADA standards and building code of jurisdiction. New shower floor shall be sloped with concrete/mortar and positively pitched to new drain location centered in the shower floor include new diverter, single lever faucet with anti-scald valve Moen or equal and shower head with at least 60" hose, 3 grab bars with proper backing (one on each wall), soap dish, and towel bar plumbing shall be by the contractor.

Install cementitious tile backer as per manufacturer's recommendations. Cementitious tile backer shall be equal to or better than "Wonderboard". Install new white or bone 4"x4"x1/4" ceramic tile with 2"x6" bull nose trim around perimeter. Tile to finish one full tile above the shower head spout pipe.

**Accessories shall include** a ceramic soap dish and towel bar placed in the same setting material used for ceramic tile. The color choice to be White or Bone shall be made by the owner.

**Note 1:** Place wood backing, prior to hanging the cementitious tile backer, for future fastening of handicap bars.

**Attention:** This work will require a framing inspection from the City of Delray Beach Building Division.

**INSTALL KITCHEN SINK****1 EA****\$ 320.00**

Install new stainless steel double bowl sink with Moen single lever faucet with sprayer if equipped. Include assembly, trap, new shut off valves, basket, and caulk seal at counter top.

**INSTALL NEW ELECTRICAL SERVICE****1NO****\$ 2,750.00**

Install a new 150 AMP electric service complete with new service entrance meter box, circuit breaker panel with main disconnects, separate GFI circuits and grounds. Replace any existing duplex receptacles, switches, and cover plates as necessary to meet local electrical codes. Add GFI duplex receptacles to kitchen

---

**Total: \$ 42,031.35**

**Form 1**  
**BID SUBMITTAL SIGNATURE PAGE**

By signing this Bid, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name: Dan Enterprises Team, LLC

Street Address: 18501 Pines Blvd Suite #357, Pembroke Pines, FL, 33029

Mailing Address (if different from Street Address): N/A

Telephone Number(s): (305) 343-5755 / (954) 536-5429

Fax Number(s): N/A

Email Address: sales1@danenterprisesteam.com

Federal Employer Identification Number: 47-1733830

Dan Enterprises Team, LLC

Firm Name

Heidi U. Perez

Signature

Heidi Perez - Managing Partner

Name and Title(Print or Type)

01/09/2024

Date

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BIDDER NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS BID.**

**Form 2**  
**BID POLICY STATEMENT**

1. Bidders must be qualified, prior to the awarding of Bid.
2. Upon acceptance to the program, should a new contractor be low bidder, that new contractor is subject to being awarded only one pilot job. This pilot job will end upon final payment of project. After which the contractor shall be awarded no more than three jobs at one given time, as determined by Neighborhood Services staff.
3. No contractor shall be awarded or have under construction more than three (3) jobs at any one time. Should a contractor be low bidder on more than three (3) bids, he/she will be given the choice of which three (3) jobs he/she wants and the remainder will be awarded to the next low bidder.
4. All bids received shall fall within a 10% range of our in-house bid. Neighborhood Services Division reserves the right to award any bid not within the 10% range to the next lowest bidder within the 10% range, after consultation with the low bidder.
4. Should there be any large difference between any line item on the In-house Estimate and the contractor's bid estimate, the contractor and Neighborhood Services Representative shall meet and make necessary adjustments to insure equitable payments.

**Form 3**  
**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Florida County of Palm Beach ss.  
Heidi Perez, being first duly sworn, deposes and says that:

1. He is Managing Partner of Dan Enterprises Team, LLC, the Bidder that has submitted the attached Bid;
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, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Delray Beach or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Herni A. Perez  
Managing Partner  
 (Title)

STATE OF FLORIDA  
 COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10 day of January, 2023,  
 by Heidi Perez

Notary Public

Personally Known ☒ OR Produced Identification ☒  
 Type of Identification Produced: Driver's License

Seal



**Form 4**  
**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in the certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (excepts where he has obtained identical certification from proposed sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

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

DATE: January, 09, 20 24

Official Address:

18501 Pines Blvd Suite #357

BY: Heidi Perez

*Heidi A. Perez*

Pembroke Pines

Managing Partner

Florida

(zip code) 33029

(Title)

**Form 5  
PUBLIC ENTITY CRIMES**

**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 proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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.

Heidi K. Perez  
Signature

Dan Enterprises Team, LLC - Heidi Perez Managing Partner  
Firm Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14 day of January, 2023,  
by Heidi Perez

[Signature]  
Notary Public

Personally Known ☒ OR Produced Identification ☒

Type of Identification Produced: Driver's License

SEAL



**Form 6**  
**DRUG-FREE WORKPLACE**

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

**IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a 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.

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

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under 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) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Dan Enterprises Team, LLC

Firm Name

*Heidi K. Perez*

Signature

Heidi Perez - Managing Partner

Name and Title(Print or Type)

01/09/2024

Date

**Form 7**  
**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 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 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:

Dan Enterprises Team, LLC

Firm Name

Heidi K. Perez

Signature

Heidi Perez - Managing Partner

Name and Title(Print or Type)

01/09/2024

Date



**Form 8**  
**SECTION 3 CLAUSE**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Dan Enterprises Team, LLC

Firm Name

*Henri A. Pm* 01/09/2024

Signature / Date

Form 9  
ANTI-KICKBACK AFFIDAVIT

State of Florida

}  
SS:

County of Palm Beach }

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

Heidi R. Perez  
Signature

Heidi Perez - Managing Partner  
Title

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10 day of January,  
2024  
by Heidi Perez.

[Signature]  
Notary Public

Personally Known ☒ OR Produced Identification ☒  
Type of Identification Produced: Driver license

Seal



**Form 10**  
**CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR**

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

- (1) He/she is the Managing Partner of Dan Enterprises Team, LLC, hereinafter referred to as the "General Contractor", who submitted a proposal to perform work for the following project:

Project Name: Housing Rehabilitation Case 22-001

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

Hani K. Pomeroy  
 Signature

STATE OF FLORIDA  
 COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10 day of January, 2024, by Hani K. Pomeroy.

[Signature]  
 Notary Public

Personally Known ☒ OR Produced Identification ☒  
 Type of Identification Produced: Driver License



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

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

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

Dan Enterprises Team, LLC

Firm Name

*Heidi K. Perez*

Signature

Heidi Perez - Managing Partner

Name and Title(Print or Type)

01/09/2024

Date

**Form 12**  
**BEST MANAGEMENT PRACTICES FOR THE CONSTRUCTION INDUSTRY**

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

## GENERIC REGULATED SUBSTANCES LIST

Regulated Substances are substances that may cause significant harm to human health and the environment (including surface and groundwater). The Palm Beach County Unified Land Development Code (ULDC) Article 14 Chapter, Wellfield Protection, regulates that storage, handling, use and production of Regulated Substances within wellfield zones which may impair present and future drinking water supplies. In addition, the ULDC, Article 4 Chapter D. Excavation requires that Best Management Practices for the Construction Industries be followed for Agricultural. West County Agricultural Area, TYPE II, TYPE IIIA and TYPE IIIB excavation activities.

Substances and materials from the following categories that are stored, handled, used or produced, and located within a wellfield zone or located on property as part of excavation activities are considered to be Regulated Substances.

Acid and basic cleaning solutions	Medical, pharmaceutical, dental, veterinary and hospital solutions
Antifreeze and coolants	Mercury and mercury compounds
Arsenic and arsenic compounds	Metal finishing solutions
Bleaches and peroxides	Oils
Brake and transmission fluids	Paints, primers, thinners, dyes, stains, wood preservatives, varnishing and cleaning compounds
Braine Solution	Painting solvents
Casting & Foundry chemicals	PCB's
Caulking agents and sealants	Pesticides and herbicides
Cleaning solvents	Plastic resins, plasticizers and catalysts
Corrosion and rust prevention solutions	Photo development chemicals
Cutting fluids	Poisons
Degreasing and parts cleaning solvents	Polishes
Disinfectants	Pool chemicals
Electroplating solutions	Processed dust and particulates
Explosives	Radioactive sources
Fertilizers	Reagents and standards
Fire extinguishing chemicals	Refrigerants
Food processing wastes	Roofing chemicals and sealers
Formaldehyde	Sanitizers, disinfectants bactericides and algaecides
Fuels and fuel additives	Soaps, detergents and surfactants
Glues, adhesives and resins	Solders and fluxes
Greases	Stripping compounds
Hazardous waste	Tanning industry chemicals
Hydraulic fluid	Transformer and capacitor oils/fluids
Indicators	Waste oils and antifreeze
Industrial and commercial janitorial supplies	Water and wastewater treatment chemicals
Industrial process chemicals	
Industrial sludge and still bottoms	
Inks, printing and photocopying chemicals	
Laboratory chemicals	
Liquid storage batteries	





CITY OF DELRAY BEACH  
100 N.W. 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

## Solicitation Addendum

---

**Addendum No.:** 1

**Solicitation No.:** Q2024-009

**Solicitation Title:** Exterior Improvements Case 22-001

**Addendum Date:** December 19, 2023

**Purchasing Contact:** Eddyson Etienne, [etiennnee@mydelraybeach.com](mailto:etiennnee@mydelraybeach.com)

---

**THIS ITBC IS HEREBY AMENDED AS SET FORTH HEREIN BELOW. THIS ADDENDUM NO. 1 IS HEREBY INCORPORATED IN AND MADE A PART OF QUICK QUOTE NO. 2024-009.**

Words in ~~strike through~~ type are deletions from existing text. Words in **bold** and underlined type are additions to existing text. The following changes and clarifications are as follows:

**Addendum No. 1:**

This Addendum updates the bid title.

**Housing Rehabilitation Case 22-001**

Exterior Improvements Case 22-001 is deleted.

---

**End of Addendum**

**INSTRUCTIONS:**

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the disqualification of Respondent's response.

Addendum No. 1  
Q2024-009  
Exterior Improvements Case 22-001

Page 1 of 1

Honi A. Pomeroy



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

**HUERTA, ENDER JOSE**

DAN ENTERPRISES TEAM LLC  
5583 NW 72 AVE  
MIAMI FL 33166

**LICENSE NUMBER: CGC1530526**

**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.



ERROR: cannot process PDF document doc\_10306773.pdf



CITY OF DELRAY BEACH  
100 N.W. 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

## Solicitation Addendum

---

**Addendum No.:** 1  
**Solicitation No.:** Q2024-009  
**Solicitation Title:** Exterior Improvements Case 22-001  
**Addendum Date:** December 19, 2023  
**Purchasing Contact:** Eddyson Etienne, [etiennee@mydelraybeach.com](mailto:etiennee@mydelraybeach.com)

---

**THIS ITBC IS HEREBY AMENDED AS SET FORTH HEREIN BELOW. THIS ADDENDUM NO. 1 IS HEREBY INCORPORATED IN AND MADE A PART OF QUICK QUOTE NO. 2024-009.**

Words in ~~strike through~~ type are deletions from existing text. Words in **bold** and underlined type are additions to existing text. The following changes and clarifications are as follows:

### **Addendum No. 1:**

This Addendum updates the bid title.

### **Housing Rehabilitation Case 22-001**

~~Exterior Improvements Case 22-001~~ is deleted.

---

### **End of Addendum**

### **INSTRUCTIONS:**

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the disqualification of Respondent's response.

**Supplier: Dan Enterprises Team, LLC**

**ACKNOWLEDEMENT OF ADDENDA**

INSTRUCTIONS COMPLET PART I OR PART II, WHICHEVER APPLIES

**PART I**

List below that dates of issue for addendum received in connection with this solicitation.

Addendum #1, Dated **12/19/2023**

Addendum #2, Dated

Addendum #3, Dated

Addendum #4, Dated

Addendum #5, Dated

Addendum #6, Dated

Addendum #7, Dated

Addendum #8, Dated

Addendum #9, Dated

Addendum #10, Dated

**PART II**

☐ NO ADDENDUM WAS RECEIVE IN CONNECTION WITH THE SOLICITATION

**Dan Enterprises Team, LLC**

Frim Name

**HA**

Signature

**HEIDE PEREZ - MANAGING PARTNER**

Name and Title

**01/09/2024**

Date

Supplier: **Dan Enterprises Team, LLC**



## NEIGHBORHOOD SERVICES DIVISION INSTRUCTIONS TO BIDDERS



## INSTRUCTIONS TO BIDDERS

### 1. **INTERPRETATIONS OR ADDENDA**

All questions about the meaning or intent of the Contract Documents are to be directed to the Purchasing Division. Interpretations or clarifications considered necessary by the Purchasing Division in response to such questions will be issued by addenda and uploaded to Periscope S2G [www.periscopeholdings.com/s2g](http://www.periscopeholdings.com/s2g). Any questions regarding the specifications and solicitation process must be submitted through the "Question" feature on Periscope S2G [www.periscopeholdings.com/s2g](http://www.periscopeholdings.com/s2g). All such addenda shall become part of Contract and all Bidders shall be bound by such addenda.

### 2. **INSPECTION OF SITE**

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligations under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the City of Delray Beach will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

### 3. **ALTERNATIVE BIDS**

No alternative bids will be considered unless specifically requested by the Purchasing Division.

### 4. **BIDS**

- a. All electronically submitted Bids must be on forms supplied by the City of Delray Beach and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Proposal Work Write-up by the Bidder.
- b. Sealed Electronic Proposals of the Bid shall be submitted at the time and place indicated in the Bid form. Each bid shall be accompanied by all required documents. Bidder assume full responsibility for timely delivery of its Bid, which must be sent electronically on Periscope S2G [www.periscopeholdings.com/s2g](http://www.periscopeholdings.com/s2g).
- c. The City of Delray Beach may consider as irregular any Bid on which there is an alternation of or departure from the Bid Proposal Work Write-up hereto attached and at its option may reject the same.
- d. Bidder Is NOT listed on the System for Award Management (SAM), electronic roster of debarred companies excluded from Federal procurement and non-procurement programs

throughout the U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. **No documentation is required. The City will verify the registration status. Per Section 34 (f) Rejection of Bids or Proposals of the City's Purchasing Policies and Procedures Manual, vendors may be deemed non-responsible if: Vendor have been declared to be in default on any City or public entity contract, debarred or suspended by any public entity.** Purchasing Procedure Manual.

<https://www.delraybeachfl.gov/home/showpublisheddocument/12270/638140626086330000>.

## 5. BID GUARANTY

- a. Each submittal shall be accompanied by a bid guaranty, or other acceptable alternative, in an amount equal to five percent (5%) of the bid amount (Refer to Bid Guaranty, Performance and Payment Guaranties, and Qualifications of Surety Requirements). Certified check or bank draft must be made payable to the order of the City of Delray Beach. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.
- b. Revised Bids submitted before the opening of Bids, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted; accordingly, otherwise the Bid will not be considered.
- c. Certified check or bank drafts of the amount thereof, Bid Bonds, and negotiable U.S. Government Bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

## 6. **COLLUSIVE AGREEMENTS**

Each Contractor accepting a contract through the City of Delray Beach for any portion of the work contemplated by the documents on which bidding is based shall execute an affidavit substantially in the form herein provided, to the effect that he/she has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

## 7. **NON-SEGREGATED FACILITIES AGREEMENT**

Each Contractor accepting a contract through the City of Delray Beach shall execute an affidavit in the form herein providing to the effect that he/she will not maintain or provide for segregated facilities.

## 8. **STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall, upon request of the Neighborhood Services Division, furnish for that purpose (a copy of which is included in the Contract Documents) a statement of the Bidders qualifications, his experience record in constructing the type of improvements embraced in the contract, his organization and equipment available for the work contemplated and, when specifically requested by the Neighborhood Services Division, a detailed financial statement.

The Neighborhood Services Division shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish all such information and data for this purpose as it may request. The right is reserved

to reject any Bid where an investigation of the available evidence or information does not satisfy the City of Delray Beach that the Bidder is qualified to carry out properly the terms of the Contract.

## **9. UNIT PRICES**

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the Drawing and Technical Specifications as provided for in Section 109 thereof.

## **10. CORRECTIONS**

Addenda may also be issued to make corrections or modify the Bidding Documents as deemed advisable by the City.

## **11. TIME FOR RECEIVING BIDS**

Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered.

## **12. OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the City of Delray Beach Purchasing Division or approved representative will cause to open and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein, Bidders and other persons properly interested may be present, in person or by representative.

## **13. WITHDRAWAL OF BIDS**

A Bid shall be irrevocable unless the Bid is withdrawn as provided therein. Only a written letter received by the Purchasing Division prior to the due date for Bids may withdraw a Bid. A Bid may be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on a company letterhead and signed by an authorized agent of the Bidder.

## **14. AWARD OF CONTRACT: REJECTION OF BIDS**

- a. The contract will be awarded to the most responsible, responsive Bidder whose evaluation indicates that the award will serve the highest public interest and be in the best interest of the City. The Bidder to whom the award is made will be notified at the earliest possible date. The City of Delray Beach, however, reserves the right to reject any and all

Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

- b. The City of Delray Beach reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the

major portions of the work involved in construction of the Improvements embraced in this Contract.

## **GENERAL CONDITIONS**

### **PART I**

#### **101. DEFINITIONS**

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the City and the Contractor, of which these GENERAL CONDITIONS, PARTS I and II form a part.
- b. The term "Contractor" means the person, firm or corporation entering into the Contract with the Homeowner to construct and install the Improvements embraced in this Contract.
- c. The term "Engineer" means the City of Delray Beach's Community Improvement Department, serving the Local Public agency with architectural or engineering services, his successor, or any other person or persons employed by said Local Agency for the purpose of directing or having in charge the work embraced in this Contract, the said engineer acting, directly or having in charge the work embraced in this Contract, the said Engineer acting directly or indirectly through any Assistant Engineer having immediate charge of a portion thereof limited by the particular duties entrusted to him.
- d. The term "Local Government" means the City (town, borough, or political subdivision) within which the Project Area is situated.
- e. The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation to Bid, Instructions to Bidders, Signed Copy of Bid, General Conditions; Parts I and II, Special Conditions, Technical Specifications and Drawings.
- f. The term "Technical Specifications" means that part of the Contract documents which describes, outlines and stipulates; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- g. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Neighborhood Services Division to prospective Bidders prior to the time of receiving Bids.
- h. The term "Secretary" means the Secretary of Housing and Urban Development, or other persons who may be at the time acting in the capacity or authorized to perform the functions of such secretary, or the authorized representative thereof.

#### **102. SUPERINTENDENCE BY CONTRACTOR**

- a. Except where the Contractor is an individual and gives his/her personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City of Delray Beach, on the work at all times during working hours with full authority to



act for him/her. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his/her work.

- b. The Contractor shall lay out his/her work and he/she shall be responsible for all work executed by him/her under the Contract. He/she shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his/her failure to do so.

#### 103. SUBCONTRACTORS

- a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he/she has submitted a non-collusion affidavit from the subcontractor in substantially the form as shown elsewhere in these Contract Documents and has received written approval of such subcontractor from the City of Delray Beach.
- b. No proposed subcontractor shall be disapproved by the Neighborhood Services Division except for cause.
- c. The contractor shall be as fully responsible to the Neighborhood Services Division for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract.
- e. Nothing contained in the Contract shall create any contractual relations between any subcontractor and the City of Delray Beach.

#### 104. OTHER CONTRACTS

The City of Delray Beach may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his/her own work with that to be performed under other Contracts as may be directly by the City of Delray Beach. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

#### 105. FITTING AND COORDINATION OF WORK

- a. The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractor or material men engaged upon

this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

- b. Pre-Construction Conference. At the awarding of the Contract and the issuance of the "Notice to Proceed" order, a pre-construction conference will be held between the Contractor and a representative of the Neighborhood Services Division, and any other persons designated by the City of Delray Beach to have a material interest in the work. The time and place of this conference will be set by the Neighborhood Services Division. The Contractor shall bring with him to this conference a copy of his proposed work progress schedule for the job.

- c. Notice to Proceed. For Contracts bearing a specified number of calendar days to complete, as stated in the bid form, effective date for starting the work shall be so stated in writing by the "Notice to Proceed" issued by the Neighborhood Services Division. The effective date of the beginning of work stipulated in the "Notice to Proceed" shall be set at a date no later than ten (10) calendar days after the date of execution of the Contract Documents, unless otherwise mutually agreed by the Contractor and the Neighborhood Services Division.

#### 106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor. If such other Contractor or subcontractor shall assert any claim against the City of Delray Beach on account of any damage alleged to have been so sustained, the City of Delray Beach will notify this Contractor who shall defend at his own expense any suit based upon such claim and, if any judgment or claims against the City of Delray Beach shall be allowed, the Contractor shall pay or satisfy such judgment or claims and pay all costs and expenses in connection therewith.

#### 107. PAYMENTS TO CONTRACTOR

Payments shall be made on a job completion basis after approved final inspection of the work and loan closing except as follows:

Partial payments of up to 75% of the contract amount with a 10% retention of each draw at the listed percentage work completion of the contract to include only that part of the work completed in accordance with the plans and specifications, may be authorized at the discretion of the Neighborhood Services Division Office, where the contract amount for an individual project exceeds \$7,000.

All material and labor used in basing percentage of work completed must be in place and no payment shall be made for stored material. It is agreed that time is of the essence under this Contract, and in the event that the Contractor shall fail in the full performance of the entire work within the specified time limit, said Contractor shall be liable under the Contract for liquidated damages, a sum of Fifty Dollars (\$50.00) per each consecutive day the Contract remains incomplete beyond the said time limit. The Contractor shall be responsible for all motel and furniture storage bills that are incurred by the Owner during relocation when the time limit is exceeded for completion. In the event of such default by the Contractor, The City of Delray Beach's Neighborhood Services Division shall exercise the right to hold back this sum from compensation otherwise paid to the Contractor for the expressed and sole purpose of authorizing the Neighborhood Services Division to transfer

this sum to the appropriate Neighborhood Services Account in order to help defray the necessary increased costs expensed under the Program as a result of inexcusable delays caused by the Contractor. Excusable delays are outlined in General Conditions.

#### 108. CHANGES IN THE WORK

- a. The Neighborhood Services Division may make changes in the scope of the work required to be performed by the Contractor under the Contract of making the Contract, and without relieving or releasing the Contractor from any of his/her obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

- b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Neighborhood Services Division authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices), the Neighborhood Services Division may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with the Section entitled Unit Prices, under INSTRUCTIONS TO BIDDERS.
- d. If applicable unit prices are NOT contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%), the Neighborhood Services Division shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
  - (1) If the proposal is acceptable, The Neighborhood Services Division will prepare the change order in accordance therewith for acceptance by the Contractor and
  - (2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Neighborhood Services Division may order the Contractor to proceed with the work on a cost-plus limited basis. A cost-plus limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
- e. Each change order shall include in its final form:
  - (1) A detailed description of the change in the work,
  - (2) The Contractor's proposal (if any) or a conformed thereof,
  - (3) A definite statement as to the resulting change in the contract price and/or time, and
  - (4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

#### 109. CLAIMS FOR EXTRA COST

- a. If the Contractor claims that any instructions by Drawings or otherwise, involve extra cost or extension of time, he/she shall within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the work, submit his/her protest thereto in writing to the Neighborhood Services Division, stating clearly and in detail the basis of his/her objections. No such claims will be considered unless so made.
- b. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and Maps shall at once be reported to the Neighborhood

Services Division and work shall not proceed except at the Contractor's risk, until written instructions have been received by him/her from the Neighborhood Services Division.

- c. If, on the basis of the available evidence, the Neighborhood Services Division determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall be as provided in Section 108 thereof.

#### 110. TERMINATION OF DELAYS

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his/her subcontractors, the Owner, with the approval of the City of Delray Beach's Neighborhood Services Division, may serve written notice upon the Contractor of his/her intention to terminate the contract and said notices will contain the reasons for such intention to terminate the contract. The contract shall, upon the expiration of a ten (10) day period, cease and terminate, unless within said ten (10) day period after serving of notice upon the Contractor, such violation or delay shall cease and satisfactory arrangements for correction be made. In the event of any such termination, the Owner, may, for the purpose of completing the work, take over the work by entering into a subsequent contract. In this event, the Contractor shall be liable to the Owner, as represented by the Neighborhood Services Division, for any costs in excess of the contract amount stipulated herein or as amended by subsequent change orders, which are incurred in the completion of the defaulted work. The Contractor agrees to relieve this liability by providing an amount equal to the excess costs incurred. Payment shall be made to the City of Delray Beach for the expressed and sole purpose of depositing this amount in the appropriate Neighborhood Services Account as a reimbursement to the Program.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any excusable delays due to the following:

1. Acts of the Government restricting labor, equipment or materials by reason of national emergency.
2. Acts on the part of the Owner or the Neighborhood Services Division.
3. Causes beyond the control and without the fault or negligence of the Contractor including but not restricted to the following: Acts of God, acts of the public enemy, acts of the

Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather. (This does not include stop work orders for code violations.)

It shall be the responsibility of the Contractor to notify the City of Delray Beach's Neighborhood Services Division in writing of any such delay within ten (10) consecutive days. Upon receipt of such notification the Neighborhood Services Division will evaluate the cause and extent of delay. If upon the basis of the facts and the terms of this agreement, the delay is found properly excusable, the City of Delray Beach's Neighborhood Services Division shall extend the time for project completion for a period of time commensurate with the period of the excusable delay. In the event of Contract termination, the provisions of this Contract pertaining to: Conflict of Interest, Governmental Audit; and Record Retention shall remain in full force and effect until such time as the provision regarding record retention has elapsed.

#### 111. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Neighborhood Services Division, provided, however, that assignments to banks, trust companies, or other financial institutions may be made without

the consent of the Neighborhood Services Division. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed services rendered materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

#### 112. DISPUTES

- a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR-STANDARDS PROVISION under GENERAL CONDITIONS, PART II, whether involving law or fact or both, or extra work and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Neighborhood Services Division for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Neighborhood Services Division of notice thereof.

If the Contractor does not agree with any decision by the Neighborhood Services Division, he shall in no case allow the dispute to delay the work but shall notify the Neighborhood Services Division promptly that he is proceeding with the work under protest and he may then exempt the matter in question from the final release.

#### 113. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown in the write-up or shown in the write-up and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between write-up and technical specifications, the write-up shall govern. In case of any discrepancy in write-up or technical specifications, the matter shall be immediately submitted to the Neighborhood Services Division, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

#### 114. SHOP DRAWINGS

- a. All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Neighborhood Services Division in duplicate for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking, if necessary. The contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc., until they are approved and no claim, by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.
- b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him/her for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his/her letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price

and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

- c. If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the City of Delray Beach not involving a change in Contract price or time, the Neighborhood Services Division may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the Contract or for any error in the drawing and shall contain in substance the following:

The modification shown on the attached drawing is approved in the interest of the City of Delray Beach and the Neighborhood Services Division to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the City of Delray Beach under the Contract and surety bond or bonds.

#### 115. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Neighborhood Services Division for any additional information not already in his possession which should be furnished by the Neighborhood Services Division under the terms of this Contract and which he/she will be required in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in amply time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various items and the latest date by which each will be required by the

Contractor. The first shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Neighborhood Services Division may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his/her work or to others arising from his/her failure to comply fully with the provisions of this Section.

#### 116. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Neighborhood Services Division shall decide the question of equality.
- b. The Contractor shall furnish to the Neighborhood Services Division for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, as to type, performance characteristics, and all other pertinent information as required and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate the work. (See Section 117 thereof.)
- c. Machinery, mechanical and other equipment, materials, and articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of a specific standard such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation to Bid, except as limited to type, class or grade or

modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

- e. The City of Delray Beach may require the Contractor to dismiss from the work such employee or employees as the City of Delray Beach or the Neighborhood Services Division may deem incompetent or careless or insubordinate.

#### 117. SAMPLES, CERTIFICATES AND TESTS

- a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract documents or required by the Neighborhood Services Division, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples of certificates have been approved in writing by the Neighborhood Services Division. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time.
- b. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate of letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed

information which will assist the Neighborhood Services Division in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

- c. Approval of any materials shall be general only and shall not constitute a waiver of the City of Delray Beach's right to demand full compliance with Contract requirements. After actual deliveries, the Neighborhood Services Division will have such check tests made as it deems necessary in each instance and may reject materials and equipment or accessories which for cause, even though such materials and articles have been given general approval. If materials, equipment, or accessories which fail to meet check tests have been incorporated in the work, the Neighborhood Services Division will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- d. Except as otherwise specifically stated in the Contract, the cost of sampling and testing will be divided as follows:
  - (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Neighborhood Services Division.
  - (2) The Contractor shall assume all costs of retesting materials which fail to meet contract requirements.
  - (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.
  - (4) The City of Delray Beach will pay all other expenses.

#### 118. PERMITS AND CODES



- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings, Bid Proposal Work Write-up, and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancies to the Neighborhood Services Division. Where the requirements of the Drawings, Bid Proposal Work Write-Up and Technical Specifications fail to comply with such applicable ordinances or codes, the Neighborhood Services Division will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installations is in compliance with the Drawings, Bid Proposal Work Write-Up and Technical Specifications), the Contractor shall remove such work without cost to the City of Delray Beach but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive, if the change had been made before the Contractor commenced work on the items involved.

- b. The Contractor shall at his/her expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street paving, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavements costs, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body of any of its agencies.
- c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus, excavation material, debris, and rubbish on or off the Project Area and commit not trespassing on any public or private property in any operation due to or connected with the improvements embraced in this Contract.

#### 119. CARE OF WORK

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of this fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Delray Beach.
- b. In an emergency affecting the safety of life, limb, or property, including adjoining property, the Contractor, without special instructions or authorization from the City of Delray Beach and/or Neighborhood Services Division, is authorized to act at his/her discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the City of Delray Beach. Any compensation claimed by the Contractor on account of such emergency work will be determined by the local Public Agency as provided in Section 109 thereof.
- c. The Contractor shall avoid damage as a result of his/her operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he/she shall at his/her own expense completely repair any damage there to caused by his/her operations.
- d. The Contractor shall store up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations of other operations connected

with the construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City of Delray Beach from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City of Delray Beach may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

#### 120. ACCIDENT PREVENTION

- a. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

- b. The Contractor shall always exercise proper precaution for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of

applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the City of Delray Beach may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws.

- c. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City of Delray Beach with reports concerning these matters.
- d. The Contractor shall indemnify and save harmless the City of Delray Beach from any claims for damages, resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

#### 121. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the need arises, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

#### 122. USE OF PREMISES

- a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Neighborhood Services Division and shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment.
- b. The Contractor shall comply with all reasonable instructions of the City of Delray Beach and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives,

danger signals, and barricades.

#### 123. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities debris and unused materials provided for the work and put the whole site of the work and public rights-of-way in a neat and clean condition. Trash burning on the site of the work is prohibited.

#### 124. INSPECTION

- a. All materials and workmanship shall be subject to inspection examination, or test by the City of Delray Beach at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The City of Delray Beach shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City of Delray Beach may, by Contract or otherwise, have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Neighborhood Services Division.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 117 hereof.) All tests by the City of Delray Beach will be performed in such a manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- c. The Contractor shall notify the Neighborhood Services Division sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Neighborhood Services Division, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the City of Delray Beach.
- d. Should it be considered necessary or advisable by the Neighborhood Services Division at any time before final acceptance of the entire work to make an examination of work already completed by uncovering same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby be granted a suitable extension of time on account of the additional work involved.
- e. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4)

fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or part will be made at the Project Site.

- f. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City of Delray Beach or its agents shall relieve the Contractor or his/her sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

#### 125. REVIEW BY THE CITY OF DELRAY BEACH

The City of Delray Beach, its authorized representatives and agents and the Representative for the Secretary, shall, at all time, have access to and be permitted to observe and review all work,

materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor by the City of Delray Beach through its authorized representatives and agents.

#### 126. DEDUCTION FOR UNCORRECTED WORK

If the Neighborhood Services Division deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the City of Delray Beach and subject to settlement, in case of dispute, as herein provided.

#### 127. INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the City of Delray Beach, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

- a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or territorial law for all his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of the Contract, Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Special Conditions.
- c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his/her subcontract, Subcontractor's Public Liability and Property

Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Special Conditions specified in subparagraph (b) thereof.

- d. Scope of Insurance and Special Hazards: The Insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Special Conditions.
- e. Proof of Carriage of Insurance: The Contractor shall furnish the City of Delray Beach with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the

following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Delray Beach."

#### 128. PATENTS

The Contractor shall hold and save the City of Delray Beach, its agents, its officers, and employees harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured in the performance of the Contract, including its use by the City of Delray Beach, unless otherwise specifically stipulated in the Technical Specifications.

#### 129. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him/her to the City of Delray Beach free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement of appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection of any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City of Delray Beach. The provisions of this paragraph shall be inserted in all subcontracts and materials contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

#### 130. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the City of Delray Beach of the public shall constitute an acceptance or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of twelve (12) months from the date of the final acceptance of the work. The City of Delray Beach will give notice of defective materials and work with reasonable promptness.

#### 131. COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., The Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part, as amended from time to time, the Contractor agrees that:

(1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

(2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1251) relating to inspection, monitoring, entry, reports, and

information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) He will include or cause to be included the provisions of paragraph (1) through (4) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

#### 132. EQUAL EMPLOYMENT OPPORTUNITY

(1) If the Contract amount is \$10,000 or less, the following shall apply:

During the Performance of.....

- a. The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting for the provision of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts, for any work covered by this Contract so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to Contracts or subcontracts for standard commercial supplies or raw materials.

(2) If the Contract amount exceeds \$10,000, the following conditions shall apply:

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action

will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The Contractor will send to each labor union or representative of workers with which he had a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Department and Secretary of Labor for purposes or investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contractor may be declared ineligible for further Government Contracts or Federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. the Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to Protect the interests of the United States.
- (3) Non-Segregated Facilities
- a. The Contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Contractor covenants that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting rooms, work areas,



restrooms and washrooms, restaurants and other eating places, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for

employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Contractor agrees that prior to award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

133. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

- a. No Members of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- b. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contractor will include the provisions of paragraphs (a) and (b) in every Subcontract so that such provisions will be binding upon each Subcontract.

134. SECTION 3 CLAUSE

- a. The work to be performed under this Contract is on a Project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the Project area and Contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other Contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Contractor will not subcontract with any subcontractor

where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the

subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these requirements.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the Project binding upon the applicant or recipient for such assistance, its successors, and assigns.

Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or Contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

## **GENERAL CONDITIONS**

### ***PART II***

#### 201. FEDERAL LABOR-STANDARDS PROVISION

LEFT BLANK ON PURPOSE

## SPECIAL CONDITIONS

### 401. PROJECT SITE

The Project Area or Areas consists of the following:

----- See Bid Proposal Work Write-up Sheet -----

### 402. TIME FOR COMPLETION

- a. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the City of Delray Beach in the "Notice to Proceed" to the Contractor and shall be fully completed within (60) consecutive calendar days thereafter unless otherwise stated in the bid instructions.

### 403. COMPENSATION, BASIS FOR PAYMENT, AND LIQUIDATED DAMAGES

Payments shall be made on a job completion basis after approved final inspection of the work and loan closing except as follows:

- a. Partial payments of up to 75% of the contract amount with a 10% retention of each draw at the listed percentage of work completion of the contract to include only that part of the work completed in accordance with the plans and specifications, may be authorized at the discretion of the Neighborhood Services Office, where the contract amount for an individual project exceeds \$7,000.
- b. All materials and labor used in basing percentage of work completed must be in place and no payment shall be made for stored material. It is agreed that time is of the essence under this Contract, and in the event that the Contractor shall fail in the full performance of the entire work within the specified time limit, said Contractor shall be liable under the Contract for liquidated damages, a sum of Fifty Dollars (\$50.00) per each consecutive day the Contract remains incomplete beyond the said time limit. The Contractor shall be responsible for all motel and furniture storage bills that are incurred by the Owner during relocation when the time limit is exceeded for completion. In the event of such default by the Contractor, the City of Delray Beach's Neighborhood Services Division shall exercise the right to hold back this sum from compensation otherwise paid to the Contractor, for the expressed and sole purpose of authorizing the Neighborhood Services Block Grant Account in order to help defray the necessary increased costs expensed under the Program as a result of inexcusable delays caused by the Contractor. Excusable delays are outlined in General Conditions.

### 404. SPECIAL HAZARDS

The Contractor's and his/her subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

NONE

### 405. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY AND PROPERTY DAMAGE INSURANCE

As required under Section 127 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$100,000 for injuries, including

accidental death, to any one person, and subject to same limit for each person, in an amount not less than \$300,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$50,000.

The Contractor shall either (1) require each of his/her subcontractors to procure and to maintain during the life of his/her subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his/her subcontractors in his/her own policy.

#### 406. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature charges, levies, fee or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

#### 407. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the Office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the City of Delray Beach), or if deposited in the United States mail in a sealed, postage-paid envelope, or delivered by fax, in each case address to such office.
- c. All papers required to be delivered to the Neighborhood Services Division shall, unless otherwise specified in writing to the Contractor, be delivered to the Neighborhood Services Division, City of Delray Beach, 100 Northwest 1<sup>st</sup> Avenue, Delray Beach, Florida 33444, and any notice to demand upon the Neighborhood Services sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or by fax to said Agency at such address, or to such other representatives of the City of Delray Beach may subsequently specified in writing to the Contractor for such purpose.
- d. Any such notice shall be deemed to have been given as the time of actual delivery of (in the case of mailing when the same should have been received in due course of post, or by fax, at the time of actual receipt, as the case may be.)
- e. This section does not apply to decision given pursuant to Section 112 (b) of this Contract.

#### 408. JOB OFFICES

- a. The Contractor and subcontractors may maintain adequate facilities on the project area for a job office and storage facility as it is necessary for the proper conduct of the work, but only with prior approval from the City of Delray Beach.
- b. Upon completion of the Improvements, or as directed by the City of Delray Beach, the Contractor shall remove all such temporary structures and facilities from the site, same to become his/her property, and leave the site of the work in the condition required by the Contract.

#### 409. PARTIAL USE OF SITE IMPROVEMENTS

The City of Delray Beach, at its election may give notice to the Contractor and place in use these sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided:

- a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- b. The Contractor shall not be responsible for any damage or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of his/her liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee stipulated in Section 130 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

#### 410. CONTRACT DOCUMENTS AND DRAWINGS

The City of Delray Beach will furnish the Contractor without charge as many copies of the Contract Documents, including Technical Specifications and Drawings, as deemed necessary to carry out the provisions of the Contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2024

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> A&M Falero Insurance, Inc. 6447 Miami Lakes Dr E. Suite 100  Miami Lakes FL 33014		<b>CONTACT NAME:</b> Mirtha M Ruiz <b>PHONE (A/C, No. Ext):</b> (305) 828-3230 <b>E-MAIL ADDRESS:</b> mirtha@faleroins.com <b>FAX (A/C, No):</b> (305) 828-3233	
<b>INSURED</b>  DAN ENTERPRISES TEAM LLC 19081 NW 78 AVE  HIALEAH FL 33015		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> KINSALE INSURANCE <b>INSURER B:</b> Berkshire Hathaway Guard <b>INSURER C:</b> Underwriters at Lloyds, London <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 32727 42390 32727	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			01000019935-0	06/20/2023	06/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> 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 <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			04041133-0	06/20/2023	06/20/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<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 <input type="checkbox"/>	N / A	Y	DAWC379088-4	11/12/2023	11/12/2024

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

City of Delray Beach has been listed as additional insured regards to the General Liability policy

**CERTIFICATE HOLDER****CANCELLATION**CITY OF DELRAY BEACH  
  
100 WEST ATLANTIC AVE  
DELRAY BEACH, FL 33445

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



**From:** [DeMicco, Edward](#)  
**To:** [Etienne, Eddyson](#)  
**Subject:** RE: COI Approval for Dan Enterprises Teams LLC- Project: Q2024-009 Housing Rehabilitation Case #22-001  
**Date:** Wednesday, January 24, 2024 11:12:38 AM  
**Attachments:** [image001.png](#)

---

Hi Eddyson,

COI is approved.

Eddie

---

**From:** Etienne, Eddyson <EtienneE@mydelraybeach.com>  
**Sent:** Tuesday, January 23, 2024 8:47 AM  
**To:** DeMicco, Edward <demicco@mydelraybeach.com>  
**Subject:** COI Approval for Dan Enterprises Teams LLC- Project: Q2024-009 Housing Rehabilitation Case #22-001

Good morning Eddie,

For our records, please provide your approval of the attached COI.

Cheers to a fantastic day!



**Eddyson Etienne**  
**Purchasing Agent**  
**City of Delray Beach**  
**100 N.W. 1<sup>st</sup> Avenue**  
**Delray Beach, FL 33444**  
(561) 243-7442  
[EtienneE@mydelraybeach.com](mailto:EtienneE@mydelraybeach.com)

# United States Environmental Protection Agency

This is to certify that



DAN ENTERPRISES TEAM LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires February 02, 2029

NAT-F255745-1

Certification #

January 19, 2024

Issued On



A handwritten signature in black ink, appearing to read "Marc Edmonds".

Marc Edmonds, Chief

Risk Assessment Management Branch 2.

**From:** [Dan Sales](#)  
**To:** [Etienne, Eddyson](#)  
**Subject:** Re: Vendor Submittal Review - Q2024-009 Housing Rehabilitation Case #22-001  
**Date:** Monday, January 22, 2024 2:16:01 PM  
**Attachments:** [1704758322587002\\_64087114.png](#)  
[1669912467372004\\_867212722.png](#)  
[1669912338823004\\_867212722.png](#)  
[1672954040093000\\_313380583.png](#)  
[1705940031622003\\_1130722518.png](#)  
[1.png](#)  
[2.png](#)  
[COI DelRay Baech.pdf](#)  
[ApprovalCertificate NAT-F255745-1.pdf](#)  
[Letter Approval NAT-F255745-1.pdf](#)  
**Importance:** High

---

**\*\*Please be cautious\*\***

This email originated from outside of The City of Delray Beach. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mister Eddyson, I hope you are Well, please see the attachment in the file which your division requested. We are ready to send you any documents you need.

**Best Regards!**



**Fabio Vargas**  
**Dan Enterprises Team LLC**  
**U.S. Project & Construction Services**



*Certified as 8(a) • WOSB • ISO 9001:2015*  
Direct: +1 305-3435755 / =1 954 536 5429  
Website: <https://danconstructionservices.com/>

**BUILDING FUTURES, ENHANCING LIVES, ONE PROJECT AT A TIME.**

*The content of this email is confidential and intended for the recipient specified in the message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.*

----- El vie., 19 ene. 2024 10:45:13 -0500, Etienne, Eddyson <EtienneE@mydelraybeach.com> escribió -----

Good morning,

Thank you for your submittal for City of Delray Beach Solicitation No. Q2024-009 Housing Rehabilitation Case #22-001.

Your attached submittal for the subject solicitation is under review. With exception to the bid bond, Please submit the below directly to me via return email by **2:00 p.m., Wednesday, January 24, 2024**, for further consideration..

- Provide an Insurance Certificate naming City of Delray Beach as Additional Insured and the Certificate Holder. Please ensure the Certificate matches the attached Insurance requirements. If you qualify for Workers Compensation exemption, please forward the exemption notice as well.

- a. **Certificate of Insurance (as attached) naming City of Delray Beach as Additional Insured and the Certificate Holder. Certificate Holder address is below:**

---

**CERTIFICATE HOLDER**

---

**City of Delray Beach  
100 West Atlantic Avenue  
Delray Beach, FL 33445**

- Provide a copy of current **LEAD RRP** certification.

The information described above was not provided in the proposal submitted by your firm. In order for this information to be considered as part of the evaluation of your proposal, this deficiency must be cured prior to the deadline. If the information is not submitted prior to the deadline, it **cannot** be submitted at a later time for consideration.

Cheers to a fantastic day!



**Eddyson Etienne**  
**Purchasing Agent**  
**City of Delray Beach**  
**100 N.W. 1<sup>st</sup> Avenue**  
**Delray Beach, FL 33444**  
**(561) 243-7442**  
[\*\*EtienneE@mydelraybeach.com\*\*](mailto:EtienneE@mydelraybeach.com)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
DAN ENTERPRISES TEAM LLC

### Filing Information

<b>Document Number</b>	L14000136010
<b>FEI/EIN Number</b>	47-1733830
<b>Date Filed</b>	08/29/2014
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT
<b>Event Date Filed</b>	11/19/2015
<b>Event Effective Date</b>	NONE

### Principal Address

19081 NW 78 AVE  
Hialeah, FL 33015

Changed: 01/19/2023

### Mailing Address

19081 NW 78 AVE  
HIALEAH, FL 33015

Changed: 01/28/2021

### Registered Agent Name & Address

MONTESANO, MARY T  
4687 SW 183 AVE  
MIRAMAR, FL 33029

Name Changed: 08/10/2015

Address Changed: 02/09/2017

### Authorized Person(s) Detail

#### **Name & Address**

Title MANAGING PARTNER

PEREZ, HEIDI K  
19081 NW 78 AVE  
HIALEAH, FL 33015

Title MANAGING PARTNER

MONTESANO, MARY T  
4687 SW 183 AVE  
MIRAMAR, FL 33029

Annual Reports

Report Year	Filed Date
2022	01/06/2022
2023	01/19/2023
2024	01/23/2024

Document Images

<a href="#">01/23/2024 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/19/2023 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">08/15/2022 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/06/2022 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/28/2021 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/16/2020 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/15/2019 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">08/17/2018 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/08/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/09/2017 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/16/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/01/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">11/19/2015 -- LC Amendment</a>	View image in PDF format
<a href="#">11/18/2015 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/30/2015 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">08/10/2015 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/21/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">08/29/2014 -- Florida Limited Liability</a>	View image in PDF format

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &  
PROFESSIONAL REGULATION



Department of Business  
& Professional Regulation

[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

## ONLINE SERVICES

[Apply for a License](#)

[Verify a Licensee](#)

[View Food & Lodging Inspections](#)

[File a Complaint](#)

[Continuing Education Course Search](#)

[View Application Status](#)

[Find Exam Information](#)

[Unlicensed Activity Search](#)

[AB&T Delinquent Invoice & Activity List Search](#)

## LICENSEE SEARCH OPTIONS

11:43:03 AM 1/24/2024

Data Contained In Search Results Is Current As Of 01/24/2024 11:42 AM.

### Search Results - 2 Records

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified General Contractor	<a href="#">DAN ENTERPRISES TEAM LLC</a>	DBA	CGC1530526 Cert General	Current, Active 08/31/2024

<b>Address*:</b>	<b>License Location</b>	5583 NW 72 AVE MIAMI, FL 33166
	<b>Main Address*:</b>	1056 SOUTHWEST 180TH TERRACE PEMBROKE PINES, FL 33029

Construction Business Information	<a href="#">DAN ENTERPRISES TEAM LLC</a>	Primary	Business Info	Current
	<b>License Location Address*:</b>	5583 NW 72 AVE MIAMI, FL 33166		
	<b>Main Address*:</b>	19081 NW 78 AVE HIALEAH, FL 33015		

[Back](#) [New Search](#)

#### \* denotes

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida. Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.







Home   Search   Data Bank   Data Services   Help

<   Exclusions



Entity Registration

Exclusions

Active Exclusions

Responsibility / Qualification

Entity Information

DAN ENTERPRISES TEAM  
LLC

Active Registration

Unique Entity ID      CAGE/NCAGE  
XDFNFKTJLGV5    7HYH7

Expiration Date

Jun 14, 2024

Physical Address  
**19081 NW 78TH AVE**  
**Hialeah, Florida**  
**33015-1900, United States**

Mailing Address  
**19081 NW 78TH AVE**  
**Hialeah, Florida**  
**33015, United States**

Purpose of Registration  
**All Awards**

Version

Current Record

## EXCLUSIONS

---



There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

### Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.



Feedback

#### Our Website

[About This Site](#)

[Our Community](#)

[Release Notes](#)

[System Alerts](#)

#### Policies

[Terms of Use](#)

[Privacy Policy](#)

[Disclaimers](#)

[Freedom of Information Act](#)

#### Our Partners

[Acquisition.gov](#)

[USASpending.gov](#)

[Grants.gov](#)

[More Partners](#)

#### Customer Service

[Help](#)

[Check Entity Status](#)

[Federal Service Desk](#)

[External Resources](#)

[Accessibility](#)[Contact](#)**WARNING**

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY"**. This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

**SAM.gov****An official website of the U.S. General Services Administration**