#### CITY OF DELRAY BEACH INVITATION TO BID No. 2017-036

#### **Bid Cover Page**

Neighborhood Services Division Housing Rehabilitation Program 14-512
CJ Contracting, LLC
Carl. CJ Contracting agmail.com

Submission Deadline: March 21, 2017 2:00 P.M. ET

Submissions Accepted Via: BidSync.com, Mail, Courier, or in Person

Submit to: City of Delray Beach

Purchasing Division 100 N.W. 1<sup>st</sup> Avenue Deiray Beach, FL 33444

Comments: A facsimile copy will not be accepted as a sealed Bid.

City of Delray Beach
Confirmation of Receipt (Date/Time Stamp):

## Form 1 BID SUBMITTAL SIGNATURE PAGE

By signing this Form, Bidder 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. THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS BID .

Firm Name: C. ) CONTRACTION, LLC	
Street Address: 1904 FOOST HILL Blind Ste 104867 Wellington, FL 33L	114
Mailing Address (if different from Street Address):	
Telephone Number(s): 50 073-9955	
Fax Number(s): 701 008-1354	
Email Address: (TCONTROCTING 9 @) QOL. COM	
Federal Identification Number: 263136772	
Acknowledged by:  CD CONTRACTING ILLC	
Firm Name	
fleury 3/14/2017	
Signature Date	
Carl Fleuri	
Printed Name and Title	

By signing this document, the Proposer agrees to all terms and conditions of this ITB which includes the Agreement and is prepared to sign the Agreement as written. Bidder understands that if it submits exceptions to the Agreement in its Bid, Bidder may be deemed non-responsive. Failure to sign and submit this form may render the Bidder's Bid non-responsive.

ITB 2017-036 NS Division Housing Rehabilitation Program 14-512 Signature Authority

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

Select	Type of Organization	Officer Who Signed Proposal Submittal Signature Page	Required Authorizing Documentation
	Corporation	President, Vice President, or Chief Executive Officer	None
	Corporation	Director, Manager, or other title	Corporate resolution
	Limited Liability Company (LLC) – Member-Managed	Member	Articles of Organization or Operating Agreement
Ø	Limited Liability Company (LLC) — Manager-Managed	Manager	Articles of Organization or Operating Agreement
	Limited Partnership	General Partner	Document demonstrating the legal authority to bind the Limited Partnership
	Partnership	Partner	None
la marcama di		CEO, Director, Manager or other title	Authorizing documentation
	Individual	Individual	None

<sup>🔀</sup> The required authorizing documentation is included with Proposal.

# City of Delray Beach 2017 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L08000106857

Entity Name: CJ CONTRACTING, LLC

**Current Principal Place of Business:** 

11924 FOREST HILL BLVD SUITE10A-267 WELLINGTON, FL 33414

FILED Jan 04, 2017 Secretary of State CC2172517564

#### **Current Mailing Address:**

11924 FOREST HILL BLVD **SUITE 10A-267** WELLINGTON, FL 33414 US

FEI Number: 26-3730772

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

FLEURY, CARL 11924 FÖREST HILL BLVD SUITE 10A-267 WELLINGTON, FL 33414 US

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

SIGNATURE:

Electronic Signature of Registered Agent

Date

#### Authorized Person(s) Detail:

Title

MGR

Name

FLEURY, CARL

Address

11924 FOREST HILL BLVD

SUITE 10A-267

City-State-Zip: WELLINGTON FL 33414

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CARL FLEURY

MGR

01/04/2017

Electronic Signature of Signing Authorized Person(s) Detail

Date

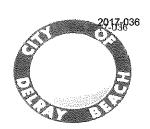
# Neighborhood Services Division

City of Delray Beach

100 NW 1st Avenue, Delray Beach, FL 33444

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





Contractor Bid Proposal	Case Number:	14-512
Exhibit A Scope of Services	BID TOTAL \$:	23,930.00
Property Information:		
1910 NE 2nd Avenue Delray Beach FL 33444-	CONTRAC	TOR INFORMATION
•	Name:	CJ Contracting, LLC
	Contact Person:	Carl Fleury
Owner:	Address:	11924 Forest Hill Bluck Ste 10A-267
Melvina V Wilson 1910 NE 2nd Avenue		Wellington, FL 33414
Delray Beach FL 33444-	Voice:	56-273-9985
Phone: (561)272-2051	Cell:	501-662-4514
	email:	Carl Cs Contracting og mail.com
	a www.chanillillillillillillillillillillillillill	

#### **BID APPROVAL STATEMENT**

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

0ate( 2 61/ 2017

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

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

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

\_\_\_\_\_ Date: 3 /15/ 2017

3/3/2017 11:47 AM

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Exterior
Side Walls
1 Install Exterior Door 3 EA 16 RCMP \$ 1900.000

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

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

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

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

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

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

# 2 <u>Install Impact Garage Door</u>

16 RCMP

\$ 1300.00

Install new correspondingly sized steel door complete with all springs, pulleys and rollers needed to be operate. The door will be "Hurricane Impact Resistant". Install Following the manufactures instructions. Repair all damage to finish of opening then paint garage door with one coat of primer and two coats of base to home owners preference. Contractor shall submit Impact Resistant Rated Florida Building Code product approvals, stamped by the Delray Beach Building Department, with this Project's close-out package. Door assembly shall meet current Florida Building Code

Contractor to conform to the RRP rule inculding all testing and clearances needed

1

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3 Install Impact Windows

22 NO

Case#

16 RCMP

\$16,000.00

Remove <u>ALL</u> existing windows. Replace windows with new missile resistant single hung windows with aluminum framed screen. Bathrooms shall have obscure glass. One egress window shall be installed in each sleeping room. Replace/repair damaged window sills with marble sill(s) or match existing finish. Provide Modifications to openings and move electric outlets or switches as necessary to accommodate the new windows. Missile resistant windows must be 2014 Florida Building Code Certified for the specified wind zone.

\* South kitchen window to be at the same height from floor to sill of North window to accomenidate new cabinet base and counter top.

Note 1: Contractor shall submit 2014 Florida Building Code approvals, stamped by the City of Delray Beach Building Department, with this Project's close-out package.

Note 2: Patch holes and touch up the paint patches and discolored finish resulting from the removal of existing window(s) to match existing as close as possible. Inspector shall be responsible for determining if the touch-up paint matches as close as possible.

4 Resize Window

1 EA

0

\$<u>500.00</u>

Remove existing South kitchen window and resize to accomindate new kitchen cabinet base and counter top. New opening to to to match sill height of North kitchen window. This includes all needed modifications to enclose new rough opening, match interior and exterior finishes. Include color matching and appling paint corner to corner on affected surfaces.

Total for: Exterior

\$ 14,700.00

Interior

1 General

5 Install Matching Cabinets and CounterTop

0 \$\frac{1}{300.00}\$

Install new cabinets from end of current cabinet on the West wall, South to the dividing wall (approximatly 63"). New cabinets to match existing as close as possible, customer states cabinets were purchased at Lowes.

Install new formica covered plywood counter top to all cabinet bases. 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. 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.

6 Paint Room Kitchen complete

250 SF

0

700.00

Prepare for painting kitchen by cleaning walls and ceilings in kitchen with a "De-greaser Solvent" such as TSP to remove built-up grease on walls and ceiling. Fill all holes and patching to match the average finish of the existing wall surface and caulking at base boards and door casing. Apply one(1) coat of acrylic primer/sealer and paint with two (2) coats of acrylic semi-gloss enamel on kitchen walls/ceilings

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

Note 2: Inspection of paint preparation area is required prior to application of primer/sealer paint. 24 hours advance notice is required.

7 Repair Drywall

96 SF

0

\$ 250.00

Remove damaged wall covering and dispose of properly and install insulation as needed. Patch wall and ceiling 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 3-coat process. Apply acrylic primer/sealer and paint corner-to-corner with two coats to match as close as possible.

Location: Kitchen

3/3/2017 11:47 AM

Install new stainless steel double bowl sink with single lever faucet assembly, 1/3 H.P. garbage disposal, trap, shut off valve, basket, and caulk seal at counter top.

Include all other necessary plumbing and fittings.

Case#

 3 Electrical

 9 Repair Electrical Service
 1 NO
 0
 \$ 1800.00

Inspect entire electrical system from service in. Replace all existing duplex receptacles with tamper resistant duplex receptacals, and all switches and cover plates. Install GFCI protection in the kitchen and bathroom(s) and exterior of home and install one (1) in each bathroom according to code.

Total for: Interior \$ 4230

Total for: Exterior \$ 19700.00

Job Total Cost: \$ 23, 930

#### Form 2 BID POLICY STATEMENT

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

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# Form 3 NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State	of <u>Florida</u> }	County of <u>Palm Beach</u> } ss.
<u>Ca</u>	21 Flevry	_ being first duly sworn, deposes and says that:
1.	He/She is	of CT Contracting, we the Contractor
2.	He/She is fully informed respecting of all pertinent circumstances respe	the preparation and contents of the attached Bid and cting such Bid;
3.	Such Bid is genuine and is not a col	lusive or sham Bid;
4.	representatives, employees or part colluded, conspired, connived or ag firm or person to submit a collusive which the attached Bid has been such Contract, or has in any mar collusion or communication or confethe price or prices in the attached Eprofit or cost element of the Bid procure through any collusion, co	any of its officers, partners, owners, agents, ies in interest, including this affiant, has in any way preed, directly or indirectly with any other Contractor, or sham Bid in connection with this Agreement for ubmitted or to refrain from bidding in connection with maner, directly or indirectly, sought by agreement or erence with any other Contractor, firm or person to fix 3 or of any other Contractor, or to fix any overhead, orice or the Bid price of any other Contractor, or to onspiracy, connivance or unlawful agreement any may beach or any person interested in the proposed
5.	any collusion, conspiracy, conni-	tached Bid are fair and proper and are not tainted by vance or unlawful agreement on the part of the representatives, owners, employees, or parties in
Signate	Lew off	-
Title	PRESIDENT.	
STATI	E OF FLORIDA ITY OF PALM BEACH	
The fo	oregoing instrument was acknowledged b	efore me this <u>K</u> day of <u>March</u> who is personally known / produced
	_, 2017, by Carl Mavig	who is personally known / produced
	ication.	
Туре	of identification produced:	
ITB 20 NS Div	y Public  117-036 vision Housing Rehabilitation am 14-512	Seal  MATTHEW SNYDER  MY COMMISSION # GG 058673  EXPIRES: January 27, 2021  Bonded Thru Notary Public Underwriters

### Form 4 CERTIFICATION OF NON-SEGREGATED FACILITIES

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

Contractor agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of its 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.

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

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

DATE: March 14 , 20 17
Contractor Official Address: 11994 FORST HILL BIUD
Address Se 10A-267
Wellington, FL 33414
City, State, Zip
flours
Signature /
Title

ITB 2017-036 NS Division Housing Rehabilitation Program 14-512

# Form 5 PUBLIC ENTITY CRIMES

# NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Signature President Title	
STATE OF FLORIDA COUNTY OF PALM BEACH  The foregoing instrument was acknowledged before me this 15	day of Movich who is personally known / produced
Type of identification produced:  Notary Public	MATTHEW SNYDER  MY COMMISSION # GG 058673  EXPIRES: January 27, 2021  Borded Thru Notary Public Underwriters

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## Form 6 DRUG-FREE WORKPLACE

If identical tie bids exist, preference will be given to the Contractors 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 of 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 Contractors have a drug-free workplace program.

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

- 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.
- 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.
- 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 abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or note 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.

CIT CONTROCTION, LLC	
Firm Name	
Signature OWNER	
Name and Title(Print or Type)	
Date	

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## Form 7 CONFLICT OF INTEREST DISCLOSURE FORM

The award of the agreement is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid, the name of any officer, director, or agent who is also an employee or relative of an employee of the City of Delray Beach.

Furthermore, all Bidders must disclose in their Bid the name of any City employee or relative(s) of a City employee who owns, directly or indirectly, an interest in the Bidder'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 Agreement.

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 had defined in Chapter 112, Florida Statutes and Section 2-Ordinances.	as no potential conflict of interest as -443, Palm Beach County Code of
☐ The undersigned firm, by attachment to this form, so potential conflict of interest due to other Cities, Counties, CRFP.	ubmits information which may be a contracts, or property interest for this
Acknowledged by:	
CJ Contracting, LLC	
Firm Name	1
llouri	3/14/2017
Signature	Date
Pacl Floor ALDOGA	

ITB 2017-036 NS Division Housing Rehabilitation Program 14-512

Printed Name and Title

#### Form 8 SECTION 3 CLAUSE

- A. The work to be performed under this Agreement is subject to the requirements of Section 3 Clause of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S. Code 170lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement agree to comply with HUD's requirements in Title 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the 14 CFR Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the Contractor's commitment under this Section 3, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before this Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

Acknowledged by:

Contracting LC

Firm Name

3/14/17

Signature / Date

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## 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, its elected officials, and the Community Improvement Department or its design consultants, as kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature fresident

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this S	day of March
, 2017, by <u>Carl Menny</u>	_ who is personally known / produced
identification.	
Type of identification produced:	
Notary Public No	Seal  MATTHEW SNYDER  ANY COUNTRY ON A GG 158673

ITB 2017-036 NS Division Housing Rehabilitation Program 14-512 EXPIRES: January 27, 2021 Bonded Thru Notary Public Underwriters

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# FORM 10 CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared <u>Cor Fleury</u> , who, after being by me first duly sworn, deposes and says of his/her personal knowledge that
(1) Contractor is the of <u>CT Contracting U</u> , hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:
Project Name: N/A
<ul> <li>(2) Contractor is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and</li> <li>(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</li> <li>(4) The General Contractor acknowledges that should the Contractor be subsequently found ineligible after award of this Agreement, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and</li> <li>(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this Agreement is being funded, in whole or in part, by a Federally-assisted or insured contract; and</li> <li>(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 Orban Development, or the General Services Administration, for its action.</li> <li>Signature</li> <li>Figure 1.</li> <li>Figure 2.</li> <li>Figure 2.</li> <li>Figure 3.</li> <li>Figure 3.</li> <li>Figure 4.</li> <li>Figure 4.</li></ul>
STATE OF FLORIDA COUNTY OF PALM BEACH
The foregoing instrument was acknowledged before me this <a href="#">Mgrah</a> day of <a href="#">Mgrah</a> Ch
, 2017, by (or flever who is personally known / produced
identification.
Type of identification produced:
Notary Public MATTHEW SNYDER MY COMMISSION # GG 058673 EXPIRES: January 27, 2021 Bonded Thru Notary Public Underwriters
ITB 2017-036 NS Division Housing Rehabilitation

3/21/2017

Program 14-512

# 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.

KIIA		
Firm Name		
Signature		 
	•	
Name and Title(Print or Type)		
Date		 

ITB 2017-036 NS Division Housing Rehabilitation Program 14-512 43

# 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.

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# Form 14 BID BOND

STATE	OF FLORIDA )
	) SS
COUNT	Y OF)
KNOW	ALL MY BY THESE PRESENTS that as Principal, and as surety, are held and firmly bound unto the City of Delray
Beach.	Florida, hereinafter called the City in the penal sum of dollars
(\$	) lawful money of the United States, for the payment of which sum will and truly to be
	we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally,
	y these presents.
THE C	ONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Principal has submitted the
accom	panying bid, dated for project titled:
&I/O\A/	THEREFORE,
(a) (b)	It is a condition precedent to the submission of said bid that a certified check, cashier's check or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that Contractor would, if awarded the contract, enter into a written contract with the CITY for the completion of the Work specified in the Contract Documents for the amount indicated in the Bid.  If the Principal shall not withdraw said bond within ninety (90) days after date of the same, and shall within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligation shall be void and of no effect, otherwise the
	sum herein stated shall be due and payable to the CTT and the durity that the united States of sum immediately upon demand of the CITY in good and lawful money of the United States of America as liquidated damages for failure thereof of said principal.
this _ being	TNESS WHEREOF, the above-bounded parties executed this instrument under their several seals, day of, the name and corporate seal of each corporate party hereto affixed and these presents duly signed by its undersigned representative, pursuant to rity of its governing body.

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I,	, on behalf of
(name)	have read and
surety company	
and examined the Performance and Paymen	t Bonds attached to Bid No. 2016-114.
Signature	Date
WITNESS: (If Sole Ownership or Pa Secretary Only will attest and affix seal)	rtnership, two (2) Witnesses required). (If Corporation
WITNESSES:	CONTRACTOR
	(firm name)
Signature	
Printed Name	By.
Signature	By:(Signature of Authorized Officer)
Printed Name	
(affix Contractor seal)	Print Name:
	Business Address:
SURETY:	
Surety Name	Signature, Attorney-in-Fact
Signature	Printed Name
Printed Name	
	(affix surety seal)
Business Address	
City, State, Zip	
Name of Local Insurance Agency	

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#### 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 III 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

Antifreeze and coolants

Arsenic and arsenic compounds

Bleaches and peroxides
Brake and transmission fluids

**Braine Solution** 

Casting & Foundry chemicals Caulking agents and sealants

Cleaning solvents

Corrosion and rust prevention solutions

Cutting fluids

Degreasing and parts cleaning solvents

Disinfectants

Electroplating solutions

Explosives Fertilizers

Fire extinguishing chemicals Food processing wastes

Formaldehyde

Fuels and fuel additives Glues, adhesives and resins

Greases

Hazardous waste Hydraulic fluid Indicators

Industrial and commercial janitorial supplies Tanning industry chemicals

Industrial process chemicals

Industrial sludge and still bottoms

Inks, printing and photocopying chemicals

Laboratory chemicals Liquid storage batteries Medical, pharmaceutical, dental, veterinary

and hospital solutions

Mercury and mercury compounds

Metal finishing solutions

Oils

Paints, primers, thinners, dyes, stains, wood

preservatives, varnishing and cleaning compounds

Painting solvents

PCB's

Pesticides and herbicides

Plastic resins, plasticizers and catalysts

Photo development chemicals

Poisons
Polishes
Pool chemicals

Processed dust and particulates

Radioactive sources Reagents and standards

Refrigerants

Roofing chemicals and sealers

Sanitizers, disinfectants bactericides and

algaecides

Soaps, detergents and surfactants

Solders and fluxes
Stripping compounds
Tanning industry showing

Transformer and capacitor oils/fluids

Waste oils and antifreeze

Water and wastewater treatment chemicals

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#### Form 13 ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF PROPOSER'S AGENT	TITLE OF PROPOSER'S AGENT	SIGNATURE OF PROPOSER'S AGENT
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# EXHIBIT B INSURANCE REQUIREMENTS OF THE CITY OF DELRAY BEACH

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

- A. The successful Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The successful Contractor and/or subcontractor shall maintain the following types of insurance, with the respective limits:
  - 1. AUTOMOBILE:
    - a. Combined Single Limit: \$300,000.00 per accident; OR Bodily Injury: \$300,000.00 per person

AND

- b. Property Damage: \$100,000.00 per accident
- 2. GENERAL LIABILITY: Minimum limit of \$500,000 per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate annually providing coverage for Premises and Operations, Products and Completed Operations, Fire Legal Liability, and Personal and Advertising Injury Liability. Insurance Policies must be obtained through insurance companies that are authorized to transact business in the State of Florida by the Department of Financial Services, and they must carry a minimum rating of A.M. Best of A- as to management and VII as to financial size.
  - a. General Aggregate: Two Million Dollars (\$2,000,000.00);
  - b. Excess Coverage: One Million Dollars (\$1,000,000.00);
  - c. Products Liability: Two Million Dollars (\$2,000,000.00);
- 3. WORKERS' COMPENSATION: Covering all employees and providing benefits as required by Florida Statute 440 and Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence regardless of the size of your firm. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course and scope of their employment. Evidence of qualified self-insurance status will suffice for this subsection.

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- 4. Motor Vehicle Liability Insurance covering all vehicles associated with Contractor operations to include all owned, non-owned and hired vehicles.

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

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

- E. Walver: Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a walver of the successful contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors: The successful Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Contractor shall maintain proof of same on file and made readily available upon request by the City.
- G. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Contractor and/or subcontractor providing such insurance.
- H. The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage, non-renewal or cancellation. Contractor shall furnish to the City, Certificate(s) of Insurance evidencing insurance required by the provisions set forth above, upon execution of this Agreement. If any of the above coverages expire during the term of this Agreement, Contractor will provide a renewal certificate at least ten (10) days prior to expiration.

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

Authorized Signature:

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

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

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IMSURED:

GJ CONTRACTING, LLO 349 Knotty Wood Ln Wallington FL 33414

City Of Delray Beach 100 NW 1st Ave Delray Beach, FL 33444

CERTIFICATE HOLDER: City Of Celray Beach

POLICY NUMBER: POLICY EFF DATE: POLICY EXP DATE: UNDERWRITING COMPANY. 2003864786 95/16/2016 95/16/2017

omerani. Integon Preferred Insulance Company.

Date: 01/18/2017

#### CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

This is to certify that the policy of insurance shown above has been issued to the insurad 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 periain. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Ulmits shown may have been reduced by paid claims.

Type of Insurance Auto Liability: \$1,000 Scheduled Auto		Limits of	Liability Provided	
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3/21/2017 BidSync \_\_\_\_\_\_p\_35 \_\_\_\_\_



#### GERTIFICATE OF LIABILITY INSURANCE

DATE (MMIDDLYYYYY
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION CINLY 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 SETWESH THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (les) 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 another ending the certificate does not confer rights to the certificate holder in list of such endorsement(s).

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Effective 03/30/2015, coverage is for 1:00% of the employees of FrankCrum teased to Cu Contracting, LLC (Client) for whom the client is reporting hours to
FrankCrum: Coverage is not extended to statutory employees.

CERTIFICATE HOLDER	CARCELLATION
f .	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES SE CANDELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
City of Ceiray Beach 100 MM 1 st Ave. Deiray Beach, FL 00444	AUTHORIZED REPRESENTATIVE

@ 1988-2016 ACORD CORPORATION, All ngives reserved

ACORO 25 (2012/03)

The ACOAD came and logo see registered marks of ACOAD

# SECTION 5: WRITE UP

Pau.	CUST: Complete Exhibit A		
	• Case 14-512 – 1910 NE	<sup>2nd</sup> Avenue , Delray Beach,	FL 33444
3.	JOINT BIDDING, CO-OPERATIVE price, terms, and conditions of this Governmental agencies?	PURCHASING AGREEMEN bid to other Palm Beach, Mar	T: Will extend same tin and Broward County
		X Yes	□ No
C.	BID INFORMATION WAS OBTAIN	IED FROM:	
	BidSync	☐ Newspaper Ad	☐ City Hall
	☐ City Website	Other (specify):	

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