

### **BID FORM**

### FY 2023-2024 RFP 24-04 RENOVATIONS TO DUNDEE COMMUNITY CENTER

RETURN DATE:

March 20, 2024 by 4 PM

RETURN TO:

Office of the Town Clerk Attn: RFP 24-04

Town of Dundee P.O. Box 1000 202 East Main Street

Dundee, Florida 33838

Dunace, 1	101108 33636		4	
ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1. See attached				
2.				
3.				
4.				
5.				
6.				
7				
8.				
			TOTAL (\$)	95285.9D

### Bid Alternate

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1				
2.				

### ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: JCR Construction	à Services LIC
Company Address: 3804 Block Prine Ro	L
Company City: Lakeland	State: _ FL _ Zip: 33810
Company Phone Number 863) 1010-4704	Fax Number:
Authorized Representative: Tammy Raulerson	McCue
Signature	Date: 03 - 10 - 24
Print Name: Jacold Payan Title: Oloner President	Phone Number: 863) 100-4704

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

### JCR Construction & Services LLC.

3804 Block Prine Rd FL 33810 jcrconstructionservices@gmail.com



**ADDRESS** 

Town Of Dundee Community Center 603 Lake Marie Drive, Dundee, FI, **ESTIMATE #** 4149 **DATE** 01/10/2024

ACTIVITY	QUANTITY	RATE	AMOUNT
Service WOMEN BATHROOM.	1	0.00	0.00
<b>Service</b> Remove 348 Lf of tile in the bathroom walls.	348	3.00	1,044.00
Service Remove an dispose the existing partitions, toilets, Countertops and sinks. Remove existing mirrors and toilet paper dispenser as well as sanitary napkins dispensers.Remove existing Fluorescent lights in preparation to install LED Lights.	1	652.00	652.00
<b>Service</b> Remove existing quarry tile in the floor and thin set in preparation to install VCT floor.	142	4.00	568.00
Service Install new light switch and exhaust fan in the bathroom at least 150 CFM.	1	620.00	620.00
<b>Service</b> Install Purple board in the walls, Compound and texture it and paint the entire bathroom.	1	3,000.00	3,000.00
Service Self-level the floor in Preparation install nw 12x24 ceramic tile in the floor. We calculate we may need 5 bags per bathroom.	5	100.00	500.00
Service Install 12x24 ceramic tile in the floor over concrete. INCLUDING THE BACK WALL IN THE BATHROOM.	142	10.00	1,420.00
Service Installation of new granite level#1 (same cost as formica countertops) handicap countertop with two sinks and touch-less faucets.	1	2,500.00	2,500.00
Service	2	650.00	1,300.00

ACTIVITY	QUANTITY	RATE	AMOUNT
Conversion of the fluorescent lights into LED lights  Service installation of new 3 toilets, 3 new flush valves and sensors.	3	589.00	1,767.00
Service Install new 6" Black VCT cove base.	65	5.00	325.00
Service Remove existing front door, remove the metal plates, door knob and self close door arm. Sand down and urethane the door to match the rest of the doors in the building.NOTE: THIS PRICE INCLUDES THE ARM AND THE NEW DOOR KNOB.	1	520.00	520.00
Material & service  New powder coating black matte partition . materials and installation.	1	2,200.00	2,200.00
Material & service:Materials miscelaneous Materials and labor	1	2,890.00	2,890.00
			Subtotal: 19,306.00
Service MEN BATHROOM.	1	0.00	0.00
Service  MEN BATHROOM. PRICE FOR THE MEN BATHROOM IS A BIT CHEAPER BECAUSE ALTHOUGH WE ARE DOING THE SAME JOB WE ONLY HAVE 2 TOILETS AND PARTITIONS ARE SMALLER.	1	19,520.00	19,520.00
AND I ANTONO AND SIMILED III			Subtotal: 19,520.00
Service LOBBY AREA	1	0.00	0.00
Service Remove and dispose existing tile and Thin set in preparation to install VCT floor	819	4.00	3,276.00
Service Self-level the floor in Preparation install new VCT floor. We calculate we may need 15 bags per this area	15	100.00	1,500.00
Material & service Install VCT floor over concrete.	819	5.50	4,504.50
Material NOTE: IF CUSTOMER CHOOSES GLUE DOWN LUXURY VINYL PLANKING TH EPRICE WILL INCREASED 1700 DOLLARS T60 VOCER THE EXTRA COST OF THE MATERIALS	1	0.00	0.00
Material & service Install new 6" Black VCT cove base.	148	5.00	740.00
			Subtotal: 10,020.50
Service CAFETERIA FLOOR & STAGE AND CLOSETS	1	0.00	0.00
Service Remove and dispose the existing VCT tile. NOTE: UNFORTUNATELY IS NOT ADVISABLE TO INSTALL VCT FLOOR ON TOP OF THE OTHER ONE. THIS	3,397	2.00	6,794.00

0.1.00.00.00.00.00.00.00.00.00.00.00.00.	****************		********************************
I think you should also considering cover the 32 fluorescent lights into this scope of work at least on the main hall. I counted at least 5 out completely and 6 flickering, the cost since they are so high up there will be 250per lights you have 37			
Overhead  15% of overhead  Lithink your phants also considering cover the 22	1	12,633.90	12,633.90
Overbood	4	12 622 00	Subtotal: 6,068.00 12,633.90
Service Install tile base boards to prevent water intrusion on the walls.	115	8.00	920.00
Service Install tile over concrete 12x24 is suggest for this area non slippery and price range of 3.505.50 dollars. NOTE: THIS PRICE INCLUDES MATERIALS AND LABOR. TILE IN THAT PRICE RANGE	396	10.00	3,960.00
Service Remove and dispose the quarry tile and thinnest.	396	3.00	1,188.00
Service CITY TO REMOVE REINSTALL AND CONNECT THE APPLIANCES FOR US TO WORK.	1	0.00	0.00
KITCHEN			
Service	1	0.00	Subtotal: 27,737.50 0.00
Install new 6" Black VCT cove base.	402	3.00	
NOTE: IF CUSTOMER CHOOSES GLUE DOWN LUXURY VINYL PLANKING TH EPRICE WILL INCREASED 1700 DOLLARS T60 VOCER THE EXTRA COST OF THE MATERIALS Service	452	5.00	2,260.00
Material	1	0.00	0.00
Service Install LVP floor over concrete.	3,397	5.50	18,683.50
CREATES A SLIPPING EFFECT AND THE FLOOR WILL BE LOOSE IN 3 MONTHS TIMES.NOTE: Please be aware that installing VCT and Premium VCT over existing flooring may reduce its excellent indentation resistance.			
ACTIVITY	QUANTITY	RATE	AMOUNT

Accepted Date

Accepted By

Bond No.: N/A

### THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

### **Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, JCR Construction and Services LLC 4822 Joyce Dr, Lakeland, FL 33805 that we

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company 9721 Executive Center Drive, Suite 105 St. Petersburg, FL 33702

a corporation duly organized under the laws of the State of NH as Surety, hereinafter called the Surety, are held and firmly bound unto The Town of Dundee, Florida 202 East Main Street, PO Box 1000 Dundee, FL 33838

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid in U.S. Dollars (\$5%)** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS the Principal has submitted a bid for

Renovations to Dundee Community Center; Bid No. 24-04
Renovation to Community Center Restrooms & All Flooring - 603 Lake Marie Blvd., Dundee, FL 33838

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed March 13, 2024

JCR Construction and Services LLC

The Ohio Casualty Insurance Company

David B. Shick, Attorney-In-Fact and Licensed FL Resident Agent #A241176

Seal No. 7503



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

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

Certificate No: 8205203-969456

### **POWER OF ATTORNEY**

Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy  Baich, David B. Shick	
all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.	
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April , 2021 .	
Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company West American Insurance Company	quiries,
State of PENNSYLVANIA County of MONTGOMERY  ss	ion in
On this 5th day of April , 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.	(POA) verification inquiries, HOSUR@libertymutual com
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.	ST S
Commonwealth of Pennsylvania - Notary Seat Teresa Pastella, Notary Public Montgomery County My commission number 1126044 Member, Pennsylvania Association of Notaries  By: Teresa Pastella, Notary Public Teresa Pastella, Notary Public	nd/or Power of Attorney (Pr 610-832-8240 or email HO
This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:	Powe 32-82
Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:  ARTICLE IV – OFFICERS: Section 12. Power of Attorney.  Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.	For bond and/or
ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.  Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.	
Certificate of Decignation - The President of the Company acting pursuant to the Rylaws of the Company authorizes David M. Carey, Assistant Secretary to appoint such attorneys in-	

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

I, Renee C. Liewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13 day of March 2024







By: Renee C. Llewellyn, Assistant Secretary

### **CLIENT REFERENCES**

CITY OF LAKELAND

LAKELAND LINDER INTERNATIONAL AIRPORT

3900 DON EMERSON DR SUITE 210

LAKELAND, FL 33813

03/2023 INTERIOR OFFICE REPAIRS 3240 FLIGHTLINE DR

BID # 3060

LINDA ALSBAUGH 863-834-6780

purch@lakeland.gov

TOWN OF DUNDEE
202 MAIN STREET
DUNDEE, FL 33838
04/2023 RENOVATION OF DUNDEE FIRE STATION
BID # RFP23-01
TREVOR DOUTHAT 863-438-8330
tdouthat@townofdundee.com

POLK COUNTY BOARD OF COUNTY COMISSIONERS
330 WEST CHURCH ST
BARTOW, FL 33830
01/24 RENOVATION PHASE II RESTROOMS COURTHOUSE (in progress)
tabathashirah@polk-county.net

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS (in progress)
205 HANCHEY RD
WAUCHULA, FL
11/23 NEW BUILD AGRICULTURE EDUCATION CENTER
Carmen.soles@hardeecounty.net

CITY OF LAKE ALFRED

155 E POMELO

LAKE ALFRED, FL 33868

08/2023 MACKAY GARDENS & LAKESIDE PRESERVE BRICK PAVER PROJECT
JOHN DEATON 863-291-5270
jdeaton@mylakealfred.com

JCR Construction & Services LLC provides a diverse range of construction projects that have been successfully completed for various local and county governments. Our portfolio includes renovations, redesigns, and new constructions for different municipalities, showcasing the versatility and expertise of this company.

The projects, such as the renovation of offices at the Lakeland International Airport, garage bay door redesign for the Town of Dundee, paver project at the Historic MacKay Gardens in Lake Alfred, and the installation of a patio area at the Lake Alfred City Hall, demonstrate a commitment to enhancing both public spaces and essential facilities.

The ongoing projects, include construction of a Veterans Memorial in the Town of Dundee and restroom renovation for the City of Lake Wales, highlight the continued trust and collaboration between JCR Construction & Services LLC and its government clients.

Our company's involvement in the construction of an Agriculture Education Center for Hardee County and the restroom renovation at the Polk County Courthouse further underscores our commitment to contributing to the community's development and improvement of public infrastructure.

With our successful track record, it's clear that our dedication to quality and excellence has positioned JCR Construction & Services LLC as a reliable partner for local and county government projects.

In addition to our commercial projects, we have several residential projects in progress that include construction of a new single family home and renovations to existing homes throughout Polk, Hillsborough, and Pinellas Counties.

The approximate timeline for completion of RFP24-04 Dundee Community Center Renovation will be 9 weeks.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MINUDD/YYYY) 06/05/2023

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

IMPORTANT: If the certificate heider 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. A statement on

13	ils certificate does not confer rights t	o the	cert	ificate holder in lieu of s	uch en	dorsoment(s	).			
	DUCER				CONTAI NAME:	<u> </u>		LEAY		
Nex	t First Insurance Agency, Inc.				IAIC NO	Ext): (855) 22:	2-5919	(A/C, No):		
PO Box 60787 Palo Alto, CA 94306				E-MAIL ADDRES	ss: support	@nextinsuranc	e.com			
						URER(S) AFFOR	DING COVERAGE		NAIC#	
					INSURE	RA: State Na	tional Insuranc	re Company, Inc.		12831
INSU	RED				INSURE					
	Construction & Services LLC				INSURE					
380	4 Block Prine Rd									
Lak	eland, FL 33810				INSURE					
					INSURE					
					INSURE	RF:		REVISION NUMBER:		L
CO	VERAGES CER HIS IS TO CERTIFY THAT THE POLICIES	TIFI	CATE	NUMBER: 996080083	VE DEE	N ISSUED TO			E POL	ICY PERIOD
IV.	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PERI	REME	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	THE POLICIE REDUCED BY	S DESCRIBED PAID CLAIMS.			
NBR		ADDL	SUBR			POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	\$	
LTR	X COMMERCIAL GENERAL LIABILITY	LIBBE	1					EACH OCCURRENCE	\$1,000	0,000.00
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$100,0	00.00
	CEAIMS-MADE N OCCUR							MED EXP (Any one person)	\$15,00	00.00
Α		x	1	NXT3J3FXLR-00-GL		05/27/2023	05/27/2024	PERSONAL & ADV INJURY	\$1,000,000.00	
•	OF WASHINGTON TO SERVE						GENERAL AGGREGATE	\$2,000,000.00		
	GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$2,000	0,000.00
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	OWNED SCHEDULED		1					BODILY INJURY (Per accident)	\$	
	AUTOS ONLY AUTOS	ĺ				1	1	PROPERTY DAMAGE (Per accident)	\$	
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	AND EMPLOYERS' LIABILITY VIN		1	1			1	E.L. EACH ACCIDENT	s	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE	s	
	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		1					E.L. DISEASE - POLICY LIMIT	s	
_	DESCRIPTION OF OPERATIONS below	+	+				1		\$25,00	0.00
A	Contractors Errors and Omissions	x		NXT3J3FXLR-00-GL		05/27/2023	05/27/2024	Aggregate:	\$50,00	
The	e Certificate Holder is Town of Dundee. This dorsement. All Certificate Holder privileges and think.		n	Haldan In on Additional Inchis	ad an th	o Coneral I lah	lliby noticy ner	the Additional Insured Auto	matic Si ect to p	tatus olicy terms and

### CERTIFICATE HOLDER

Town of Dundee 202 E Main St Dundee, FL 33838

LIVE CERTIFICATE

Click or scan to view

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2023

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

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER Arthur Scott ID:(Alliance HR) PHONE (A/C, No. Ext): E-MAIL ADDRESS: SUNZ Insurance Solutions, LLC. (A/C, No): 561-972-4449 c/o Alliance HR, LLC 169 Tequesta Drive, Ste 21E Tequesta, FL 33469 certs@alliancehrllc.com NAIC# INSURER(S) AFFORDING COVERAGE INSURER A: United Wisconsin Insurance Company 29157 INSURED INSURER B : Alliance HR, LLC INSURER C: 169 Tequesta Drive, Ste 21E INSURER D Teguesta FL 33469 INSURER E : INSURER F : REVISION NUMBER: **CERTIFICATE NUMBER: 74724327** COVERAGES 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. ADDL SUBR POLICY EFF POLICY EXP LIMITS TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY **EACH OCCURRENCE** DAMAGE TO RENTED PREMISES (Ea occurrence) S CLAIMS-MADE OCCUR 5 MED EXP (Any one person) PERSONAL & ADV INJURY \$ GENERAL AGGREGATE S GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG 5 POLICY 100 \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANY AUTO SCHEDULED BODILY INJURY (Per accident) \$ OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) \$ AUTOS ONLY \$ UMBRELLA LIAB **EACH OCCURRENCE** \$ OCCUR EXCESS LIAB AGGREGATE 5 CLAIMS-MADE . DED RETENTION \$ 6/30/2024 WC524-00001-023-SZ 6/30/2023 WORKERS COMPENSATION ✓ PER STATUTE AND EMPLOYERS' LIABILITY 6/30/2022 6/30/2023 WC524-00001-022-SZ ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT \$1,000,000 N/A E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage provided for all leased employees but not subcontractors of: JCR Construction & Services LLC Client Effective: 9/3/2018 CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE Town of Dundee THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 202 East Main Street Dundee FL 33838 AUTHORIZED REPRESENTATIVE 200

Rick Leonard



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT James W Barfield III PHONE (A/C. No. Ext):(863)845-2878 FAX (A/C, No): Barfield Insurance and Financial Services Inc jwb3@insurewithbarfield.com 141 5th St NW Ste 302 Winter Haven, FL 33881 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A Progressive Express Insurance Company INSURED INSURER B: JCR Construction & Services LLC INSURER C : 1508 Stacy Dr INSURER D : Lakeland, FL 33801 INSURER E INSURER F : REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES 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. ADDL SUBR POLICY EFF POLICY EXP LIMITS TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY \$ EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) S PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ POLICY OTHER: COMBINED SINGLE LIMIT \$1,000,000 AUTOMOBILE LIABILITY 01132238 10/01/2023 10/01/2024 Α BODILY INJURY (Per person) \$ ANY AUTO OWNED AUTOS ONLY HIRED SCHEDULED **BODILY INJURY (Per accident)** AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) \$ AUTOS ONLY \$ UMBRELLA LIAB EACH OCCURRENCE OCCUR **EXCESS LIAB** AGGREGATE CLAIMS-MADE S RETENTIONS DED WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$ NIA E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Polk County A Political Subdivision of the State of Florida 330 West Church Street Bartow, FL 33830 AUTHORIZED REPRESENTATIVE James W Barfield III

EXPIRES: 09/30/2024	1508 STACY DR	CODE ACTIVITY TYPE 230080 CONTRACTOR BUILDING 230080 CONTRACTOR BUILDING	PROFESSIONAL LICENSE (IF APPLICABLE) DBPR CBC1265799 DBPR CBC1265799 DBPR CBC1265799	DISPLAYED AT THE BUSINESS LOCATION  JCR CONSTRUCTION & SERVICES LLC	
	ACCOUNT NO. 175310 OWNER NAME	JAROLD PAYAN BUSINESS NAME AND MAILING ADDRESS BUSINESS NAME AND MAILING ADDRESS JCR CONSTRUCTION & SERVICES LLC	JCR CONSTRUCTION & SELVENT 1508 STACY DR LAKELAND, FL 338012759	OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR PAID - 1679768 08/02/2023 LCH LSC 57.75	

(Rev. October 2018) Department of the Treasury Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

-	1 Name (as shown on your income tax return). Name is required on this lin	er do not lames this fine blank		_	-	-	_		-	Tiere.	-
	JCR CONSTRUCTION & SERVICES LLC	is, do not leave this title bushic	•								
	2 Business name/disregarded entity name, if different from above									-	_
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n page 3	3 Check appropriate box for federal tax classification of the person whose following seven boxes.				Cé In	Exemp ertain en struction	ritte	s, not	Individ	ly only uals; s	to ee
5 Individual/sole proprietor or I C Corporation S Corporation Pertnership Trust/es											
Exempt pay  Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) >							Byee	code	(If any)		
Print or type. Ific instructions	is disregarded from the owner should check the appropriate box for the tax classification of its owner.										
9	Other (see instructione) >					plies to sco				de the U.	S)
	5 Address (number, street, and apt. or suite no.) See Instructions.  Requester's 1  3804 BLOCK PRINE RD							tional)			
ഗ്	6 City, state, and ZIP code										
e:	LAKELAND FL 33810										
	7 List account number(s) here (optional)			-							
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entities TIN, la	s, it is your employer identification number (EIN). If you do not have:	a number, see How to get	a L	$\perp$				-[			
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	penalties of perjury, I certify that:										-
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3. I am	a U.S. citizen or other U.S. person (defined below); and										
4. The	FATCA code(s) entered on this form (if any) indicating that I am exer	npt from FATCA reporting	is correct	£.							
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Sign Here	Signature of U.S. person ▶	D	eto ►								
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related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted by were published, go to www.lrs.gov/FormW9.	<ul> <li>Form 1099-B (stock transactions by broke</li> </ul>	or mutual	fund s	ales	end ce	rteiı	n othe	H		
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	Purpose of Form 1099-K (n				rd pa	rty net	worl	k tran			
informa	ridual or entity (Form W-9 requester) who is required to file an tion return with the IRS must obtain your correct taxpayer ation number (TIN) which may be your social security number	<ul> <li>Form 1098 (home m</li> <li>1098-T (tuition)</li> </ul>		terest)	, 109	8-E (st	ude	nt loa	n Inter	rest),	
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If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,

later.

. Form 1099-INT (Interest earned or paid)





# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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

### PAYAN, JAROLD

JCR CONSTRUCTION & SERVICES LLC
1508 STACY DR
LAKELAND ET 2501

## LICENSE NUMBER: CBC1265799

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at 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.







### THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

### ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and JCR CONSTRUCTION SERVICES LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### ARTICLE II RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
- 3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.





- 4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
- 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
  - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
- 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note**: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

- 7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

- b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
- 9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
- 10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
- 11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
- 12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status





(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

- 14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- 15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
- 16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident Password" in the subject line of your email when sending a breach report to E-Verify.
- 17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon





reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

- 19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
- 20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
- 21. The Employer agrees that <u>E-Verify trademarks</u> and logos may be used only under license by DHS/USCIS (see <u>M-795 (Web)</u>) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
- 22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

### **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

- 1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
- 2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.
  - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
- 3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

- 1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
- 2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
- 3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
- 4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note**: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### D. RESPONSIBILITIES OF DHS

- 1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and





- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLEIII REFERRALOFINDIVIDUALSTOSSAAND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.





The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

- 2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
- 4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
- 6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

### **B. REFERRAL TO DHS**

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
- 2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the





employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

- 5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
- 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
- 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

### ARTICLE IV SERVICE PROVISIONS

### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

### ARTICLEV MODIFICATION AND TERMINATION

### A. MODIFICATION

- 1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
- 2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.







### **B. TERMINATION**

- 1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
- 2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
- 3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- 4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

### ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is vold.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.





- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.





### Approved by:

Employer	
JCR CONSTRUCTION SERVICES LLC	
Name (Please Type or Print) JAROLD PAYAN	Title
Signature Electronically Signed	Date 05/17/2023
Department of Homeland Security - Verification Division	
Name (Please Type or Print) USGIS Verification Division	Title
Signature Electronically Signed	Date 05/20/2023





Information Information relating to your Compa	n Required for the E-Verify Program ny:
Company Name	JCR CONSTRUCTION SERVICES LLC
Company Facility Address	3804 BLOCK PRINE ROAD LAKELAND, FL 33810
Company Alternate Address	
County or Parish	POLK
Employer Identification Number	464843003
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	5.to.9
Number of Sites Verified for	1 site(s)





Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1





Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name

JAROLD PAYAN

Phone Number 8636604704

Fax

Email

icrconstructionservices@amail.com

Name

Tammy L McCue

Fax

Phone Number 8635955533

Email

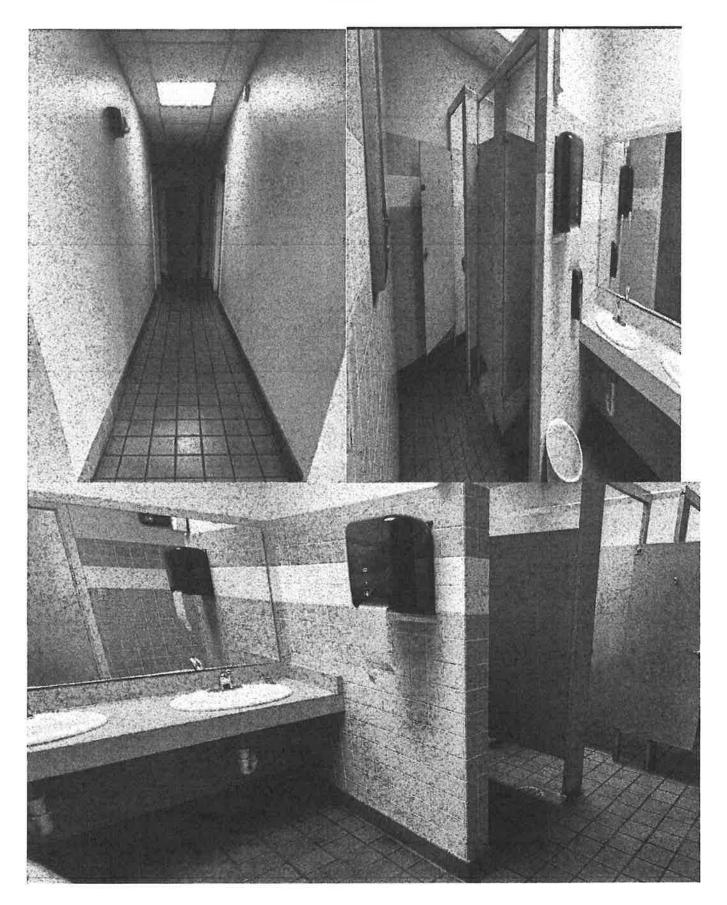
tammvlmccue@qmail.com



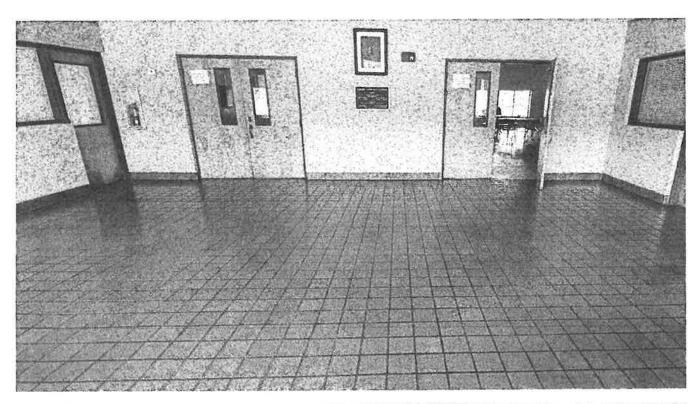


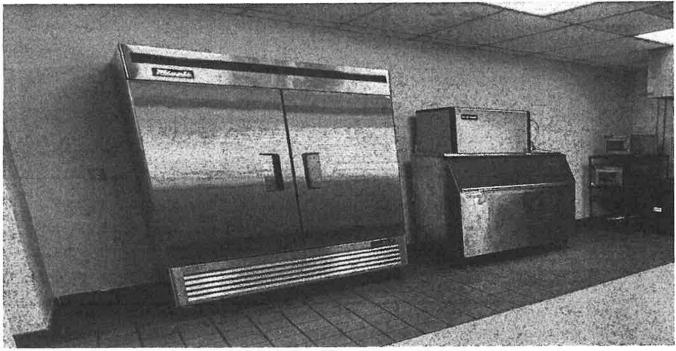
This list represents the first 20 Program Administrators listed for this company.

### EXHIBIT – A

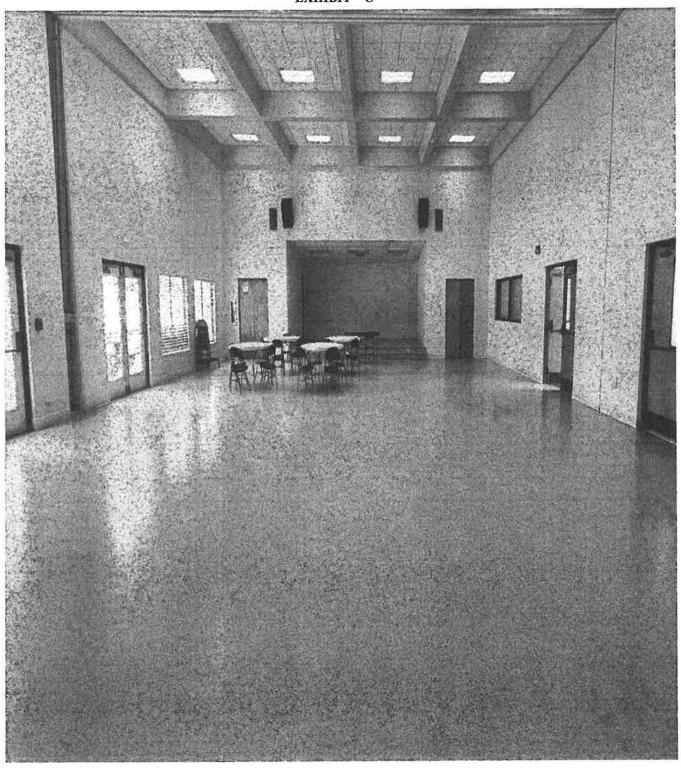


### EXHIBIT - B









### AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN <u>8 U.S.C. SECTION 1324 a(e)</u> AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name all Construction & Services LLC
Signature Date: 03-10-24
Printed Name Jarold Payer
Title Owner President
PRIVATE PROVIDER FIRM
THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:
STATE OF Florida COUNTY OF POIK
SWORN TO AND SUBSCRIBED BEFORE ME THIS 10 DAY OF March, 20 24
NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO MEX_Produced I.D
TYPE OF ID PRODUCED
SIGN: Jamey Raylesson McCue Tammy Raylerson McCue
PRINT: Tanny Raylesson McCue  Notary Public State of Florida Comm# HH434617

Expires 8/16/2027

### NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk
1 boold Payon ("Affiant"), being first duly sworn, deposes and says that:
(1) Affiant is President / WW (insert job title) of CR Construction & (insert name of company) the bidder that submitted the attached bid; Services LIC
(2) Affiant 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;
<ul> <li>(4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including 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 has refrained from bidding in connection with such Contract; nor 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; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and</li> <li>(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 Affiant or any of its agents, representatives, owners, employees, or parties in interest.</li> </ul>
THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:
STATE OF Florida COUNTY OF POIK
SWORN TO AND SUBSCRIBED BEFORE ME THIS 10 DAY OF March, 2021
NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME X Produced I.D
TYPE OF ID PRODUCED  SIGN: Darring Raulerson MCC  PRINT: Tammy Raulerson MCC  Notary Public  State of Florida  Comm# HH434617  Expires 8/16/2027

Expires 8/16/2027

### CERTIFICATION OF DRUG-FREE WORKPLACE

### I \_ \_ \_ ("Undersigned"), certify that:

- (1) Undersigned is Res. Lent constructions title) and duly authorized to act on behalf of the Contractor 102 Constructions that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drugfree workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing 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.
- (4) In order to have a drug-free workplace program, a business shall:
  - (a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - (b) Inform 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.
  - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
  - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes 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.
  - (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
  - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

WORKPLACE, does her	reby certify that the Contractor, <u>ICR Construction of Services UC</u> understands, and complies fully with the above requirements. Jacob Payan
DATE: 03-1	NAME OF ENTITY: UR Construction & Services UC
RHONE/FAX:	(863) 660-470V
ADDRESS:	3804 Block Pring Rd
	Lakeland, FL 38810
SIGNATURE:	2
PRINT NAME:	Jarold Payan

### **SALES TAX SAVINGS FORM**

CONTRACT NUMBER:	
NAME OF PROJECT:	

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.