



TOWN OF LAKE PARK

535 Park Ave.

Lake Park, Florida 33403

INVITATION TO BID (ITB) No. 110-2022

PROJECT:

Town Hall Balcony Concrete Restoration

Date of Distribution: September 19, 2022 at 10:00 AM EDT

Response Due Date: November 1, 2022 at 2:00 PM EDT

Issuing Department: Public Works



Owner:

TOWN of Lake Park, Florida

Michael O'Rourke, Mayor
Kimberly Glas-Castro, Vice-Mayor
Roger Michaud, Commissioner
John Linden, Commissioner
Mary Beth Taylor, Commissioner

Owner's Representative:

John O. D'Agostino, Town Manager
535 Park Avenue
Lake Park, Florida 33403
Phone: 561.881.3304
Fax: 561.881.3314

Project Manager:

John Wille - Capital Projects Manager
640 Old Dixie Highway, Lake Park, Florida 33403
561-881-3345



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EXHIBIT A:

Exhibit A includes the following documents to be referred to and used in the bid preparation process.

- 1) Engineers Condition Assessment Report and Recommended Repairs Scope of Work
- 2) Photo's of existing conditions at balcony's and supporting beams.
- 3) Restoration Bid Pricing Form

EXHIBIT B:

Exhibit B is a listing the required bid proposal documents to be submitted.



TOWN OF LAKE PARK
INVITATION TO BID (ITB) 110-2022
Town Hall Balcony Concrete Restoration

The Town of Lake Park is accepting sealed bids from qualified bidders who can perform the work described herein.

This project is a **Concrete Restoration and Repair Project** of the exterior concrete balcony slabs and supporting beams at the Town Hall Building in Lake Park. The Town Hall's two exterior balcony slabs and supporting beams are showing signs of concrete deterioration and are in need of corrective restoration and repair.

The work scope includes providing all labor, materials and equipment necessary to complete all concrete restoration work in accordance with the plans and specifications for this project as provided in the attached Engineering Report.

The Town Hall building is recognized as a Historic building and this project is considered a Historic Building Preservation project. Historic Building Preservation type work experience is preferred, but not mandatory. The project construction will observe the historic building construction standards of the "Secretary of the Interior's Standards for Rehabilitation and Preservation".

Invitation to Bid documents are available beginning September 19, 2022 at 10:00 AM between 8:30 a.m. and 5:00 p.m. local time via DemandStar.com at www.demandstar.com. You can register on DemandStar to obtain the Bid packet.

Sealed bids will be accepted digitally via the following Submission Form: www.demandstar.com until November 1, 2022 at 2:00 PM EDT. Bids will be publicly opened and read aloud at November 1, 2022 after 2:00 PM EDT in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, Florida, 33403.

Bids will not be accepted in any other format other than the specified above. Late bids will not be accepted. There is no bid bond or contract performance and payment bond required as part of this project.

There will be a non-mandatory Pre-Bid Meeting and Site Visit on Wednesday, October 05, 2022 at 2:00 pm at Lake Park Town Hall, Commission Chamber, 535 Park Avenue, Lake Park, Florida 33403.

The meeting will include the review of project Bid Documents, project Scope of Work, a review of the Bid submittal format and a review of the Project Site. The On-site inspection and review of existing conditions relevant to bid scope of work will be covered.



All Bidders are advised to closely examine the Solicitation package, and to become familiar with the scope of work and services to be performed under this solicitation. Any questions regarding the completeness or substance of the Solicitation package or scope of services must be submitted Town of Lake Park Town Clerk's Office at townclerk@lakeparkflorida.gov by October 19, 2022 at 2:00 PM EDT.

Bidders shall demonstrate a satisfactory record of performance for services provided which are similar in the magnitude and scope for the services sought herein and as documented by their Letters of Reference.

The Town of Lake Park reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the resultant contract on such coverage and terms it deems will best serve the interests of the Town. All quoted prices shall be guaranteed firm for a minimum of 90 calendar days after submission of the Bid.

The Town of Lake Park is exempt from Federal and State Taxes for tangible personal property taxes.

All vendors are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposals, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes. All vendors are further advised that the Town will not supply or sell materials to vendors in connection with submission of preparation of bids or proposals, or any other matter, including but not limited to envelopes, labels, or tape.

TOWN OF LAKE PARK, FLORIDA

Vivian Mendez, Town Clerk
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403
Published on:



PART I – GENERAL INFORMATION

1. PROJECT OVERVIEW

This project is a **Concrete Restoration and Repair Project** of the exterior concrete balcony slabs and supporting beams at the Town Hall Building in Lake Park. The Town Hall's two exterior balcony slabs and supporting beams are showing signs of concrete deterioration and are in need of corrective restoration and repair.

The work scope includes providing all labor, materials and equipment necessary to complete all concrete restoration work in accordance with the plans and specifications for this project as provided in the attached Engineering Report.

The Town Hall building is recognized as a Historic building and this project is considered a Historic Building Preservation project. Historic Building Preservation type work experience is preferred, but not mandatory. The project construction will observe the historic building construction standards of the "Secretary of the Interior's Standards for Rehabilitation and Preservation".

2. PROCUREMENT SCHEDULE

The anticipated Schedule for this Solicitation is as follows:

Item	Date/Time
Solicitation Issued	September 19, 2022 at 10:00 AM EDT
Pre-Bid Meeting	Wednesday, October 05, 2022 at 2:00 pm
Deadline for Receipt of Questions	October 19, 2022 at 2:00 PM EDT
Submission Deadline	November 1, 2022 at 2:00 PM EDT
Sealed Bid Opening	November 1, 2022 at 2:10 PM EDT
Contract Award	January 6, 2023

3. SELECTION PROCESS AND EVALUATION

Award of any contract which may result from this solicitation will be made to the Offeror that has submitted the lowest priced bid, and which has been determined to be fully responsible, and fully responsive to all requirements as detailed in this solicitation and its associated project manual. The winning Offeror must also be fully responsible, which includes, but is not limited to, being fully licensed, qualified, and able to complete the work.



4. BID SUBMISSION AND WITHDRAWAL

To be considered for award, bids must include all required forms (See EXHIBIT A and EXHIBIT B), and must be timely submitted prior to the deadline as established in Section 2.

Bids will not be accepted in any other format other than the specified above. Late bids will not be accepted.

A Bid shall be irrevocable unless the Bid is withdrawn by contacting Town of Lake Park Town Clerks office prior to the submission deadline.

All quoted pricing shall be guaranteed firm for 90 calendar days after November 1, 2022 at 2:00 PM EDT. If any Offeror withdraws his or her Bid prior to contract award, the Offeror shall forfeit its Bid Bond.

5. DEFINITIONS

- a. Contract or Agreement: The Invitation to Bid, all addenda issued thereto, all affidavits, all exhibits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the Town and the Offeror.
- b. Contractor: successful Offeror that is awarded a contract to provide the goods or services to the Town.
- c. Bid Submittal forms: see Exhibit A and Exhibit B
- d. Bidder: person or firm submitting a response to this Invitation to Bid.
- e. Purchasing Department: The Purchasing Department of the Town of Lake Park, Florida.
- f. Responsible Offeror: An Offeror that has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.
- g. Responsive Offeror: An Offeror whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.
- h. Solicitation or Invitation to Bid (ITB): this Solicitation documentation, including any and all addenda.
- i. Town: shall refer to the Town of Lake Park, Florida.

PART II – PROCUREMENT GUIDELINES, TERMS AND CONDITIONS

6. CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Town of Lake Park, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the “Cone of Silence”. This restricts communication and requires documentation of communications between potential



Offerors and/or Offerors on Town Solicitations, the Town's professional staff, and the Town Commission members.

7. COMMUNICATION PROTOCOL

All questions, requests for clarifications or additional information and communications concerning this procurement process must be directed to the Town Clerk. The Town will record its responses to questions, if any, and address them in the form of a written addendum. All communication must be in writing – no exceptions.

8. ADDENDUM

The Town Clerk may issue an addendum in response to any inquiry received, prior to the due date for Bids, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Offeror should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Offeror's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Offeror is required to submit with its Bid a signed "Acknowledgement of Addenda" form, when any addenda have been issued (see "List of Exhibits" for a complete catalog of all required forms).

Note, that October 19, 2022 at 2:00 PM EDT, is the deadline for receipt of questions. Questions should be submitted according to the communication protocol established in Section 2.4.

9. LEGAL REQUIREMENTS

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

10. CHANGE OF BID

Prior to the scheduled due date for Bids, an Offeror may change its Bid by contacting the Town of Lake Park, Town Clerks office and submitting a new Bid in the same manner as the original Bid. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after Bids have been opened.



11. CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, special Conditions, the Scope of Services, and/or Description of Items, the Bid Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal forms, the Scope of Services and/or Description of items, the Special Conditions, and then the General Terms and Conditions.

12. PROMPT PAYMENT TERMS

It is the policy of the Town of Lake Park that payment for all purchases by Town departments shall be made in a timely manner. The Town will pay the successful Offeror upon receipt and acceptance of the goods or services by a duly authorized representative of the Town. However, the successful Offeror will be required to submit all required final close-out forms, as detailed within the project manual, prior to final payment. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the Town shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Town Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Town.

13. PREPARATION OF BIDS

- a. All Bids must include every form included within this solicitation. The submittal forms define requirements of the services to be performed or the items to be purchased and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bid. The Bid submittal forms must be legible. Offerors shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b. An authorized agent of the Offeror's firm must sign the Bid submittal forms where indicated. Failure to sign the Signature Page of the Bid shall render the Bid non-responsive, and therefore subject to disqualification.
- c. The Offeror must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Offeror being deemed non-responsive; however, such a determination is at the discretion of the Town. Offerors are cautioned that they may be considered non-responsive if Bids are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Offeror may submit alternate Bid(s) for the same Solicitations provided that such Bid is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid marked "Alternate Bid".



- e. Late Bids will not be accepted and will be returned to the sender unopened. It is the Offeror's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness or other issues.

14. CANCELLATION OF SOLICITATION

The Town of Lake Park reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the Town.

15. AWARD OF CONTRACT

- a. Any contracts arising from this ITB may be awarded to the responsive and responsible Offeror meeting all requirements as set forth in the Solicitation. The Town reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest.
- b. The Town reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Town's best interest to do so.
- c. The Offeror's prior performance as a prime contractor or subcontractor on previous Town contracts shall be considered in evaluating the Bids received for this Solicitation.
- d. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.
- e. The Town reserves the right to request and evaluate additional information from any Offeror after the due date for Bids, as the Town deems necessary.

16. WARRANTY

All warranties express and implied shall be made available to the Town for goods and services covered by this Solicitation. All goods and services furnished shall be fully guaranteed by the successful Offeror against defects and workmanship for the life of the product. At no expense to the Town, the successful Offeror shall correct any and all apparent and latent defects that may occur within the standard warranty.

17. PROTEST

A recommendation for contract award or rejection of award may be protested by an Offeror, as further described within the Town's purchasing ordinance.



18. LAWS AND REGULATIONS

The successful Offeror shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Offeror shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

19. LICENSES, PERMITS AND FEES

The successful Offeror shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Town or a successful Offeror for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the successful Offeror.

20. SUBCONTRACTING

Unless otherwise specified in the Solicitation, the successful Offeror shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town shall constitute a material breach of the agreement and may result in termination of the contract for default.

21. ASSIGNMENT

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

22. SHIPPING TERMS

Unless otherwise specified in the Solicitation, prices quoted shall be Free on Board (F.O.B.) Destination. Freight shall be included in the proposed price.

23. RESPONSIBILITIES AS EMPLOYER

The employee(s) of the successful Offeror shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Town or any of its departments. The successful Offeror shall provide physically competent employee(s) capable of performing the work as required.



The Town may require the successful Offeror to remove any employee it deems unacceptable. All employees of the successful Offeror shall wear proper identification.

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

24. INDEMNIFICATION and INSURANCE

The successful Offeror shall indemnify and hold harmless the Town and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Town or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the successful Offeror or its employees, agents, servants, partners, principals, or subcontractors. The successful Offeror shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Offeror expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the successful Offeror shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The selected Offerors shall not commence any performance pursuant to the terms of this ITB until certification or proof of insurance has been received and approved by the Town's Risk Coordinator or designee.

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

The selected Offeror must submit a current Certificate of Insurance, naming the Town of Lake Park as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Town upon expiration.

The selected Offeror shall provide insurance coverage as follows:



- a. WORKERS' COMPENSATION INSURANCE in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000.00 for each accident, not less than \$100,000.00 for each disease, and not less than \$500,000.00 aggregate.
- b. GENERAL LIABILITY INSURANCE with each occurrence limits of not less than \$1,000,000.00.
- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than \$500,000.00 per claim.
- e. ADDITIONAL INSURANCE REQUIREMENTS, if applicable, will be listed below.
Not applicable

25. COLLUSION

A Offeror shall submit an affidavit under the penalty of perjury, on a form provided by the Town stating that the contractor is not related to any of the other parties proposing in the competitive Solicitation; and attesting that the Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Offeror has not, directly or indirectly, induced or solicited any other Offeror to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Offeror has not in any manner sought by collusion to secure to the Offeror an advantage over any other Offeror. In the event a recommended Offeror identifies related parties in the competitive Solicitation, its Bid shall be presumed to collusive and the recommended Offeror shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Town. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

26. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

27. TERMINATION FOR CONVENIENCE

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



28. TERMINATION FOR DEFAULT

The Town reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Offeror fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Offeror must cure any such failure to perform or default. The awarded Offeror's failure to timely cure any default shall serve to automatically terminate any contract entered into pursuant to this ITB.

The Town further reserves the right to suspend or debar the awarded Offeror in accordance with the appropriate Town ordinances, resolutions, and/or policies. The vendor will be notified by letter of the Town's intent to terminate. In the event of termination for default, the Town may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Offeror.

29. FRAUD AND MISREPRESENTATION

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

30. ACCESS AND AUDIT OF RECORDS

The Town reserves the right to require the successful Offeror to submit to an audit by an auditor of the Town's choosing at the successful Offeror's expense. The successful Offeror shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours.

The successful Offeror shall retain all records pertaining to this contract, and upon request, make them available to the Town for three (3) years following expiration of the contract. The successful Offeror agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

31. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed Town programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses,



administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Town contracts.

32. PRE-AWARD INSPECTION

The Town may conduct a pre-award inspection of the Offeror's premises or hold a pre-award qualification hearing to determine if the Offeror is capable of performing the requirements of this Solicitation.

33. PROPRIETARY/CONFIDENTIAL INFORMATION

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

34. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

Any person or entity that performs or assists the Town of Lake Park with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and /or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPPA) OF 1996.

HIPPA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a.** Use of information only for performing services required by the contract or as required by law;
- b.** Use of appropriate safeguards to prevent non-permitted disclosures;
- c.** Reporting to the Town of Lake Park any non-permitted use or disclosure;



- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Offeror and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.
- g. Making PHI available to the Town of Lake Park for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the Town of Lake Park for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The successful Offeror must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

35. ADDITIONAL FEES AND SURCHARGES

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

36. COMPLIANCE WITH FEDERAL STANDARDS

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

37. BINDING EFFECT

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

38. SEVERABILITY

If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.



39. GOVERNING LAW AND VENUE

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

40. ATTORNEY'S FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

41. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

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

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

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

42. CRIMINAL HISTORY BACKGROUND CHECKS

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



43. LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the successful Offeror.

44. MINIMUM WAGE REQUIREMENTS

The successful Offeror shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

45. PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes.

If the Offeror believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Offeror must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The Town will not accept Bids when the entire Bid is labeled as exempt from disclosure. The Town's determination of whether an exemption applies shall be final, and the Offeror agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employee, and agents against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

The selected Offeror(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701m Florida Statutes; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this ITB.



46. CONFLICTS OF INTEREST

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

47. PUBLIC ENTITY CRIMES

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

48. OTHER GOVERNMENTAL AGENCIES

If an Offeror is successfully awarded a contract as a result of this Solicitation, the Offeror shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

49. COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be presented to the Town, and adhered to by the successful Offeror, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes or other causes beyond the control of the successful Offeror.

50. FAILURE TO DELIVER OR COMPLETE WORK

Should the successful Offeror fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Town reserves the authority to cancel the contract with the successful Offeror and secure the services of another vendor to purchase the items or complete the work.



If the Town exercises this authority, the Town shall be responsible for reimbursing the successful Offeror for work that was completed, and items delivered and accepted by the Town in accordance with the contract specifications. The Town may, at its option, demand payment from the successful Offeror, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the Town as a result of having to secure the services of another vendor.

51. CORRECTING DEFECTS

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

52. ACCIDENT PREVENTION AND SAFETY

Precautions shall be exercised at all times for the protection of persons and property. All successful Offerors performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and Town regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the successful Offeror. Barricades or other safety devices shall be provided by the successful Offeror when work is performed in areas traversed by persons, or when deemed necessary by the Town.

53. OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this Solicitation describes the classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Offeror from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

54. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The successful Offeror hereby acknowledges and agrees that all materials, except where requested, supplied by the successful Offeror in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Town by the successful Offeror are found to be defective or do not conform to specifications, (1) the materials may be returned to the successful



Offeror at the Offeror's expense and the contract cancelled; or (2) the Town may require the successful Offeror to replace the materials of the successful Offeror's expense.

55. TAXES

The Town of Lake Park is exempt from Federal and State taxes for tangible personal property.

56. OFFEROR'S COSTS

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

57. FORCE MAJEURE

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

- a.* The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b.* The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c.* No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d.* The non-performing part uses its best efforts to remedy its inability to perform.
- e.* Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the successful Offeror shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

58. FISCAL FUNDING OUT

The Town's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to



lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the Town.

59. RIGHTS OF THE TOWN

This ITB constitutes an invitation for submission of Bids to the Town. This ITB does not obligate the Town to procure or contract for any of the scopes of services set forth in this ITB. The Town reserves and holds at its sole discretion, various rights and options under Florida law, including without limitation, the following:

- a. To prepare and issue addenda to the ITB that may expand, restrict, or cancel any portion or all work described in the ITB without obligation to commence a new procurement process or issue a modified or amended ITB.
- b. To receive questions from potential Offerors and to provide such answers in writing as it deems appropriate.
- c. To waive any informalities, technicalities, or irregularities in the Bids submitted.
- d. To reject any and all Bid submissions.
- e. To change the date for receipt of Bids or any deadlines and dates specified in the ITB.
- f. To change the procurement and/or selection process prior to receipt of Bids.
- g. To conduct investigations with respect to the information provided by each Offeror and to request additional information (either in writing or in presentations and interviews) to support such Offeror's responses and submittals.
- h. To visit facility construction area referenced in the Offeror's submittal at any time or times during the procurement process.
- i. To seek clarification of Bids from the Offerors either in writing or in presentations and interviews.
- j. To cancel the ITB with or without substitution of another ITB.



PART III – SCOPE OF SERVICES

Scope of Services:

This project is a Concrete Restoration and Repair project for the deteriorating exterior concrete balconies at the Town Hall Building.

The building has two exterior balconies, one on the east side of the building and one on the west side.

The balconies are constructed of reinforced cast-in-place concrete and are supported by cantilevered concrete beams. Both the concrete slabs and concrete cantilevered beams have been inspected and the attached Engineers Repair Report identifies all areas in need of restoration.

Project Documents:

The offering restoration contractor shall be licensed and insured to perform restoration work in the State of Florida and shall have experience with concrete restoration and repair work. The Restoration Bid Pricing Forms include a response field for the Offeror's previous restoration type work experience.

The Invitation to Bid (ITB) includes the following “**EXHIBIT A**” Reference Documents :

1) Engineers Inspection and Repair Report– this report identifies the areas of disrepair and specifies the materials and methods for repair. In addition, the report provides a layout of the recommended pre-demolition shoring.

NOTE: Contractor shall submit to the project manager a shoring plan for approval before commencing with any demolition or construction activities.

2) Photos of the Existing Balcony and Beam Deterioration.

3) Restoration Proposal Pricing Form– this form is to be used for submitting the Restoration Bid price amount.

The Bidder's total proposal cost shall be inclusive of all labor, materials, equipment, and tools required to complete all tasks listed in the Scope of Work and Scope of Services, including shoring materials as required to satisfactorily complete the restoration and repair work in accordance with the project plans and specifications. Additionally, the Bidder's submitted total Bid cost shall be inclusive of the contractor's general conditions costs and project over-head and profit charges.

Finally, the workmanship shall be in compliance with industry standards and shall be in accordance with the Secretary of the Interior's Standards for Rehabilitation and Preservation.



Other Work Requirements:

· **Permit:** The Bidder shall be responsible for obtaining the necessary and required permits for this restoration work, including signed and sealed shoring plans.

· **Maintenance of Traffic:** The Bidder shall provide safety prevention and foot-traffic safety devices as required to protect Town Hall employees and visitors that will be passing near the restoration work areas. The Town Hall shall remain open and operational for the duration of the construction work.

Moreover, the Bidder shall also implement the necessary safety and work precautions to protect Town's employees, visitors and guests from on-going restoration and construction work activities.

· **Shoring:** The Bidder shall furnish, erect and maintain required support shoring as necessary for the construction restoration work. Furthermore, the Bidder shall submit signed and sealed shoring plans for approval before commencing with any demolition or construction activities.

· **Concrete Restoration:** The Bidder shall provide labor, materials, equipment and tools necessary and required to complete the restoration and repair work in compliance with the design plans, specifications and permitted documents. Moreover, the Bidder shall follow material and method recommendations as per the plans and specifications and shall submit proposed product material data sheets for approval before utilizing these materials.

· **Existing Handrail:** The Bidder shall remove the existing handrail baseplate attachment as necessary to make required concrete repairs. reinstall baseplate with new Sst thru-bolts as per plans. For baseplates not in the path of concrete restoration work, remove existing bolts and replace with new Sst bolts as per specification plans.

· **Stucco Finish:** After concrete restoration work is complete, the Bidder shall provide a stucco finish to the underside of the concrete slab, the slab edge and the concrete supporting beams. Stucco and restoration final finishes shall be a close match to the existing exterior finish as determined by the project manager. Note: There is no stucco finish on the top side of the balcony slab; this is a walk surface and will be finished with a water-proofing deck coating (*See Painting and Waterproofing*).

· **Painting & Waterproofing:** The Bidder shall prime all new stucco work with Sherwin Williams Loxon stucco primer or equal product. Paint all new stucco with two coats of Sherwin Williams A-100 Exterior Acrylic Latex paint or equal product.

For the balcony slab walk surface (top side only), the Bidder shall apply Sikalastic -715 LoVoc Textured wear and top coat as per manufactures application instructions (*See Engineers Inspection and Repair Report*).



Inspections:

- Upon removal of all identified damaged concrete, the Bidder shall contact the Engineer of Record for an inspection review before starting any repair work.
- Additionally, the Bidder shall locate all damage and spalls as identified on the plans by sounding the concrete surfaces using a hammer.

Delamination areas outside of what is identified in the Engineers assessment report shall be identified by the Bidder as “additional restoration needed” and shall be marked with colored chalk or paint for review and approval of the Engineer.

“EXHIBIT B:”

Listing of Bid Documents to be submitted by bidder.

- 1) Restoration Bid Pricing Form (See Exhibit A for Bid Form)
- 2) Work Experience Examples
- 3) Licenses and Insurance
- 4) Preliminary Construction Schedule



PART IV – AWARD PROCESS

The Town reserves the right to negotiate the final terms, conditions and pricing of the Agreement, as may be in the best interest of the Town. In general, the recommendation for award will be made to the Offeror who is fully responsive to all requirements as set forth in this solicitation, and who also offers the best value for performing the services.

60. REVIEW OF BID FOR RESPONSIVENESS

Each Bid will be reviewed to determine if the Bid is responsive to each of the submission requirements. In order to move to Step 2 of the process, a Bid must first be deemed completely responsive to all of the submittal requirements. A responsive Bid is one that follows the requirements, includes all documentation and completed forms, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Bid being deemed non-responsive.

61. RIGHTS TO ADDITIONAL INFORMATION

Any Offeror recommended for award may be required to provide to the Town:

Its most recent certified business financial statements as of a date not earlier than the end of the Offeror's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

62. CONTRACT AWARD

Any contract resulting from this Solicitation will be submitted to the Town Manager or designee, and the Town Commission for approval, as appropriate. All Offerors will be notified in writing when the Town Manager or designee makes an award recommendation. The contract award, if any, shall be made to the Offeror(s) whose Bid(s) are deemed by the Town to be in the best interest of the Town. Notwithstanding the rights of protest listed herein, the Town's decision of whether to make the award and to which Offeror(s) shall be final.



TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403
INVITATION TO BID (ITB) No. 110-2022

PROJECT:
Town Hall Balcony Concrete Restoration

EXHIBIT A

- 1) **Engineers Inspection and Repair Report**– this report identifies the areas of disrepair and specifies the materials and methods for repair. In addition, the report provides a layout of the recommended pre-demolition shoring.

NOTE: Contractor shall submit to the project manager a signed and sealed shoring plan for approval before commencing with any demolition or construction activities.

- 2) **Photos of the Existing Balcony and Beam Deterioration.**
- 3) **Restoration Bid Pricing Form**– this form is to be used for submitting the Restoration Bid price amount.

1) Engineers Inspection and Repair Report

GENERAL NOTES

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DEMOLITION NOTES

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WATER PROOFING NOTES

- ALL SIKKA Sealastic®-710 NP Base, AS BASE COAT OR EQUAL PER SPECIFICATIONS
ALL SIKKA Sealastic®-715 LVOC Textured FOR TOP COAT OR EQUAL PER
SPECIFICATIONS
ALL MATERIALS WITH STRICT COMPLIANCE WITH MANUFACTURER'S
INSTRUCTIONS AND REQUIREMENTS.

TYPICAL SPALLED CONCRETE REPAIR

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|--------|---|
| 100-1 | THE CONTRACTOR SHALL LOCATE ALL SPALLS AND REPAIR PLANS TO LOCATE ANY OTHER SPALLS PRIOR TO THE BEGINNING OF REPAIRS. THE CONTRACTOR SHALL MARK ALL SPALLS WITH CHALK OR PAINT. |
| 100-2 | ALL SPALLS SHALL BE REPAIRED WITH A PORTLAND CEMENT CONCRETE REPAIR MIXTURE. THE CONTRACTOR SHALL PROVIDE A MATCHING FINISH TO THE EXISTING SURFACE. |
| 100-3 | ALL SPALLS SHALL BE REPAIRED WITH A PORTLAND CEMENT CONCRETE REPAIR MIXTURE. THE CONTRACTOR SHALL PROVIDE A MATCHING FINISH TO THE EXISTING SURFACE. |
| 100-4 | ALL SPALLS SHALL BE REPAIRED WITH A PORTLAND CEMENT CONCRETE REPAIR MIXTURE. THE CONTRACTOR SHALL PROVIDE A MATCHING FINISH TO THE EXISTING SURFACE. |
| 100-5 | ALL SPALLS SHALL BE REPAIRED WITH A PORTLAND CEMENT CONCRETE REPAIR MIXTURE. THE CONTRACTOR SHALL PROVIDE A MATCHING FINISH TO THE EXISTING SURFACE. |
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| 100-9 | ALL SPALLS SHALL BE REPAIRED WITH A PORTLAND CEMENT CONCRETE REPAIR MIXTURE. THE CONTRACTOR SHALL PROVIDE A MATCHING FINISH TO THE EXISTING SURFACE. |
| 100-10 | ALL SPALLS SHALL BE REPAIRED WITH A PORTLAND CEMENT CONCRETE REPAIR MIXTURE. THE CONTRACTOR SHALL PROVIDE A MATCHING FINISH TO THE EXISTING SURFACE. |

DIMENSIONS

TRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION AND/OR SERVING MATERIAL. IN CASE OF ANY DISCREPANCY NOTIFY THE ENGINEER OF RECORD.

SCOPE OF WORK

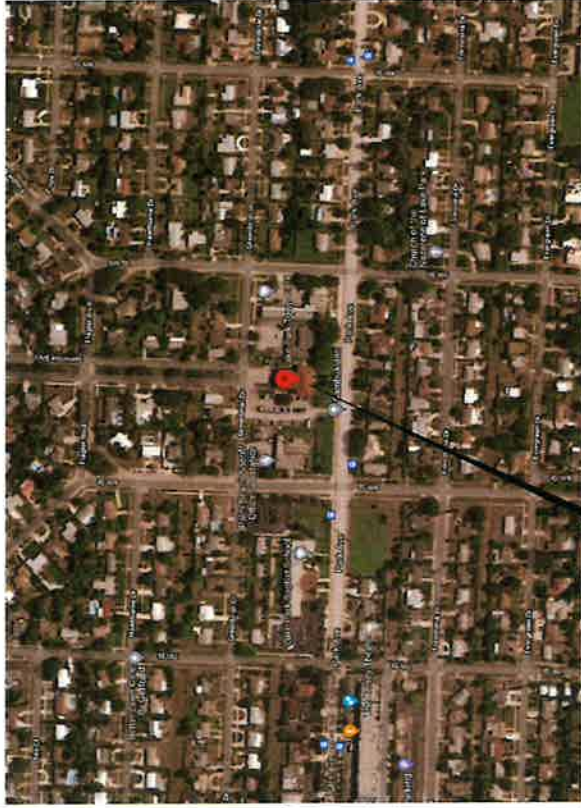
- SECURE THE AREA AS PER THE INSTRUCTIONS OF REGULATORY AGENCIES
- PERFORM DECONTAMINATION OF PORTION OF THE COMPONENTS TO REPAIR OR REBUILD AS ENGINEER ON RECORD'S INSTRUCTIONS
- PERFORM REPAIRS AS PER THE SPECIFICATIONS AND PERMITTED DOCUMENTS
- FINISH TO MATCH EXISTING FINISH ON THE REPAIRED AREAS
- PAINT THE REPAIRED AREAS, PAINT COLOR TO MATCH EXISTING
- CLEAN THE AREA AND HALLWAY DEBRIS
- QUANTITY OF FINISHES SHALL MATCH EXISTING AND SHALL SATISFY THE REQUIREMENTS OF THE CITY AT LARGE PARK AND THE ENGINEER OF RECORD
- THE REPAIRS SHALL BE IDENTICAL TO THE ORIGINALS IN ALL RESPECTS, INCLUDING THE FINISHES, SHAPE, SIZE AND FINISH

STRUCTURAL DESIGN CRITERIA & CODES

THE STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE
FLORIDA BUILDING CODE (FBC) 2020, 7TH EDITION
OCCUPANCY MULTI-FAMILY RESIDENTIAL GROUP R-2
BUILDING CONSTRUCTION TYPE III-A
LEVEL 1 ALTERATION PER FIG.
1. STORY BUILDING AND 1. STORY GARAGE BUILDING

DRAWING INDEX

- GENERAL NOTES & LOCATION MAP
5-1
WEST SIDE CONCRETE RESTORATION
5-2
EAST SIDE CONCRETE RESTORATION
5-3
CONCRETE REPAIRS DETAILS AND PRODUCT SPECIFICATIONS
5-4
CONCRETE REPAIRS PRODUCT SPECIFICATIONS
5-5
CONCRETE REPAIRS PRODUCT SPECIFICATIONS
5-6



AREA OF WORK

SHORING AND GENERAL NOTES

- [illegible]



This item has been digitally signed and sealed by Zubair Jallout, PI, on Nov 30, 2023.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copy.



**2) Photos of the Existing
Balcony and Beam Deterioration**

WEST SIDE BALCONY with CONCRETE CANTILEVERED SUPPORT BEAMS



EAST SIDE BALCONY with CONCRETE CANTILEVERED SUPPORT BEAMS





Top side of Balcony Slab (East Side)

3) Restoration Bid Pricing Form

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

INVITATION TO BID (ITB) NO. 110-2022
Town Hall Concrete Restoration

Restoration Bid Pricing Form

Work Item Description	Quantity	Units	Unit Cost	Total Cost \$
Mobilization / Demobilization	1	LPSM		
Shoring Support	1	LPSM		
Balcony Concrete Slab and Beam Repair	45	CF		
Stucco Repair	1	LPSM		
Painting & Waterproofing	320	SQFT		
Bid Sub-Total	-----			
Allowance for Permit Fees	-----			\$2,500.00
Contingency Allowance	-----			\$15,000.00
LUMP SUM BID AMOUNT				
<p>NOTE 1: All Work Items are to include all costs relative to the described work item including, but not limited to costs for Labor, Materials, Equipment, General Condition costs and Overhead and Profit. (Allowance amounts stand alone)</p> <p>NOTE 2: Allowance amounts are to be used at owner' descretion. Any allowance amount not used shall be returned to the owner. Allowance expenses exceeding the allowance amount shall be adjusted by contract change order.</p> <p>Bid Submitted By: _____</p> <p>Signature of Firm Representative _____ Title _____</p> <p>Date: _____</p> <p>Name of Firm: _____</p> <p>Firm Address: _____</p> <p>Telephone Number: _____</p> <p>Email: _____</p>				



TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403

INVITATION TO BID (ITB) No. 110-2022

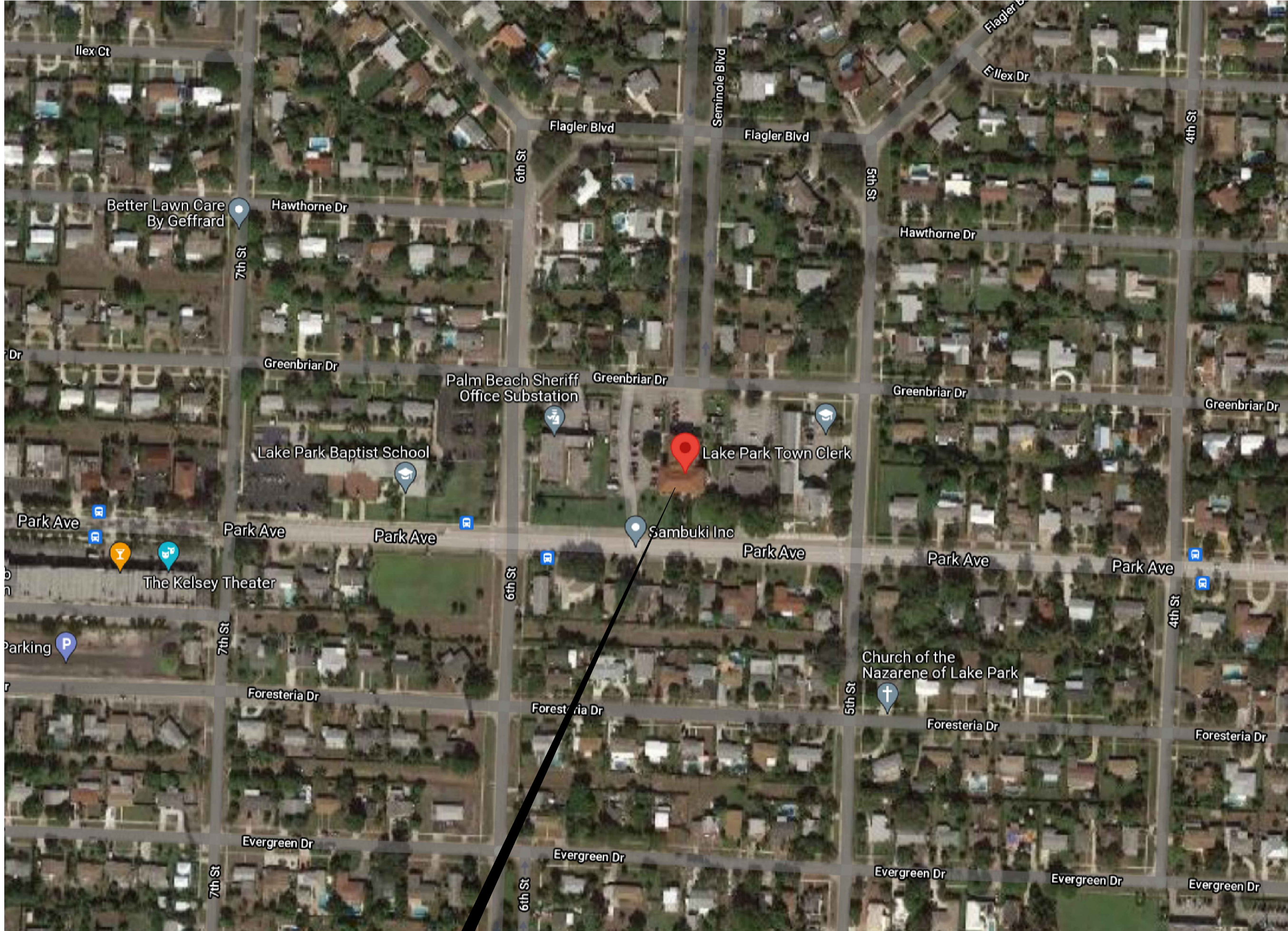
PROJECT:

Town Hall Balcony Concrete Restoration

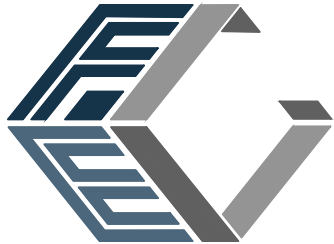
EXHIBIT B

List of bid documents to be submitted by the bidder.

- 1) Restoration Bid Pricing Form** (see Exhibit A for bid form)
- 2) Work Experience Examples**
- 3) Licenses and Insurances**
- 4) Preliminary Construction Schedule**

GENERAL NOTES		TYPICAL SPALLED CONCRETE REPAIR	LOCATION MAP	NOT TO SCALE
<div>1. CONTRACTOR SHALL MAKE A SITE VISIT PRIOR TO SUBMITTING A BID FOR THE PROJECT. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL VERIFY THE SITE EXISTING CONDITIONS.</div> <div>2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS REQUIRED FOR RESTORATION.</div> <div>3. ALL WORK PERFORMED UNDER THE CONTRACT SHALL COMPLY WITH THE REQUIREMENTS OF THESE PLANS & ACCOMPANYING PROJECT SPECIFICATIONS, & ALL REFERENCES CITED WITHIN THE PROJECT SPECIFICATIONS. THE CONTRACT WITH THE OWNER SHALL GOVERN & SUPERCEDE OVER REFERENCED SPECIFICATIONS. MEANS OF MEASUREMENT & PAYMENT SHALL BE AS SET FORTH BY THE OWNER & STATED IN THE CONTRACT.</div> <div>4. THESE NOTES ARE INTENDED TO ADD CLARIFICATION & SUPPLEMENT PROJECT SPECIFICATIONS, & ARE NOT INTENDED TO REPLACE SPECIFICATIONS. SEE PROJECT SPECIFICATIONS ADDITIONAL REQUIREMENTS TO THESE NOTES.</div> <div>5. ANY & ALL SAFETY REGULATIONS ARE TO BE STRICTLY ADHERED TO. METHODS OF CONSTRUCTION & INSTALLATION OF STRUCTURAL ELEMENTS & CONSTRUCTION MATERIAL ARE THE RESPONSIBILITY OF THE CONTRACTOR.</div> <div>6. THE CONTRACTOR SHALL MAINTAIN A CLEAN & SAFE JOB SITE. DEMOLISHED MATERIALS & CONSTRUCTION-GENERATED DEBRIS SHALL BE REMOVED DAILY. DISPOSAL OF SAID MATERIALS IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. CONSTRUCTION DEBRIS SHALL BE DISPOSED OF IN AN APPROVED SANITARY LANDFILL.</div> <div>7. AS PART OF PERMIT CONDITIONS, THE CONTRACTOR MAY BE REQUIRED TO EMPLOY CONSTRUCTION DEBRIS CONTROL MEASURES SUCH AS FENCES & OTHER DEVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN-UP OF ANY PROJECT-GENERATED DEBRIS LOCATED OUTSIDE THE IMMEDIATE WORK AREA.</div> <div>8. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE LOCAL, STATE, AND FEDERAL ENVIRONMENTAL PROTECTION STANDARDS, LAWS, & REGULATIONS.</div> <div>9. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPORT IMMEDIATELY TO THE ENGINEER ANY & ALL UNEXPECTED OBSTACLES, OBSTRUCTIONS, DEBRIS, CONDUITS, CABLES, PIPELINES, TANKS, OR ARTIFACTS UNEARTHED DURING CONSTRUCTION.</div> <div>10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BRINGING ALL FACETS OF THE PROJECT IN COMPLIANCE WITH & IN CONFORMANCE WITH THESE PLANS & SPECIFICATIONS. IF ANY MODIFICATIONS TO THE PLAN IS DEEMED NECESSARY BY THE CONTRACTOR, THE CONTRACTOR SHALL SUBMIT PROPOSED CHANGES IN WRITING TO THE ENGINEER FOR APPROVAL.</div> <div>11. THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES IN THE AREA OF CONSTRUCTION PRIOR TO COMMENCING WITH CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IN THE EVENT PROJECT ELEMENTS CONFLICT WITH UTILITIES.</div> <div>12. THE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION EQUIPMENT, STAGING & OTHER TEMPORARY STRUCTURES AT THE COMPLETION OF THE PROJECT.</div> <div>13. IF DURING PROJECT CONSTRUCTION ANY DAMAGE TO STATE, COUNTY, OR LOCAL INFRASTRUCTURE INCLUDING, BUT NOT LIMITED TO ROADS, SIDEWALKS, & UTILITIES IS CAUSED BY CONSTRUCTION ACTIVITIES RELATED TO THIS PROJECT, REPAIRS SHALL BE MADE BY THE CONTRACTOR & APPROVED BY THE ENGINEER.</div> <div>14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO ALL CONDITIONS OF ENVIRONMENTAL & BUILDING PERMITS CONDITIONS & COMPLYING TO REQUIRE REPORTING REQUIREMENTS.</div>		<div>SC-1<div>THE CONTRACTOR SHALL LOCATE ALL SPALLS AS PER PLANS & LOCATE ANY OTHER SPALLS ADJACENT TO THE ONES SHOWN ON PLAN BY SOUNDING THE CONCRETE SURFACES USING A HAMMER. SUSPECTED AREAS OF DELAMINATION SHALL BE MARKED WITH CHALK OR PAINT.</div></div> <div>SC-2<div>DELAMINATED, SPALLED, & UNSOUND CONCRETE AREAS SHALL HAVE THEIR MARKED BOUNDARIES SAW-CUT TO A MINIMUM DEPTH OF 2 1/2" INTO THE CONCRETE SURFACE. ALL EDGES SHALL BE STRAIGHT & PATCHED AREAS ARE TO BE AS SQUARE & RECTANGULAR AS POSSIBLE.</div></div> <div>SC-3<div>CONCRETE SHALL BE REMOVED USING A 15# CHIPPING HAMMER.</div></div> <div>SC-4<div>WHERE REINFORCEMENT IS EXPOSED BY CONCRETE REMOVAL, EXTRA CAUTION SHALL BE EXERCISED TO AVOID DAMAGING DURING REMOVAL OF ADDITIONAL UNSOUND CONCRETE.</div></div> <div>SC-5<div>IF SCALE IS PRESENT ON REINFORCEMENT, ADDITIONAL CONCRETE SHALL BE REMOVED UNTIL CLEAN, SOUND REINFORCEMENT IS FOUND.</div></div> <div>SC-6<div>UPON REMOVAL OF ALL DAMAGED CONCRETE, & PRIOR TO STARTING REPAIR, A REVIEW BY THE ENGINEER OF RECORD SHALL BE CONDUCTED.</div></div> <div>SC-7<div>ALL EXPOSED CONCRETE & STEEL SHALL BE WIRE BRUSHED & CLEANED & TREATED WITH SIKa "ARMATEC" 110 EPOCEM.</div></div> <div>SC-8<div>THE CVT AREA OF THE CONCRETE SHALL BE CLEAN & DRY PRIOR TO COMMENCEMENT OF PATCHING</div></div> <div>SC-9<div>REPAIRS FOR SPALLS :<div><div>A. THE EXISTING CONCRETE SURFACE IS TO BE PREPARED IN A SATURATED, SURFACE DRY CONDITION JUST PRIOR TO PLACEMENT OF THE REPAIR MORTAR.</div><div>B. THE MIXED "SIKATOP 123" PLUS MORTAR OR SIKa 1000 MUST BE WORKED WELL WITH THE CONCRETE SURFACE FILLING ALL PORES & VOIDS. FORCE MATERIAL AGAINST CONCRETE SURFACE FILLING ALL PORES & VOIDS. FORCE MATERIAL AGAINST EDGE OF REPAIR, WORKING TOWARD CENTER. THOROUGHLY COMPACT THE MORTAR AROUND EXPOSED REINFORCEMENT. WHEN MULTIPLE LIFTS ARE REQUIRED (APPLICATION THICKNESS MAXIMUM 3" PER LIFT) SCORE TOP SURFACE ON EACH LIFT TO PRODUCE A ROUGHENED SUBSTRATE FOR NEXT LIFT. ALLOW PRECEDING LIFT TO HARDEN BEFORE APPLYING FRESH MATERIAL. SATURATE SURFACE OF THE LIFT WITH CLEAN WATER. IF PREVIOUS LAYERS ARE OVER 48 HOURS OLD, MECHANICALLY PREPARE THE SUBSTRATE. DAMPEN & APPLY BONDING AGENT OR SCRUB COAT PRIOR TO THE NEXT APPLICATION OF MORTAR.</div></div></div></div>	 <div>AREA OF WORK</div> <div>N</div>	
DEMOLITION NOTES		SCOPE OF WORK	SHORING AND GENERAL NOTES	
<div>1. DO NOT SAW CUT ANY STRUCTURAL COMPONENT OF OR DO ANY WORK THAT MAY IN ANY MANNER DIMINISH THE STRUCTURAL INTEGRITY OF THE EXISTING BEAMS, JOISTS, COLUMNS, OR CONC. SLABS, OR THE BUILDING IN GENERAL.</div> <div>2. THE DEMOLITION INDICATED IS INTENDED TO SHOW THE GENERAL SCOPE OF DEMOLITION WORK & IS DIAGRAMMATIC IN NATURE. G.C. TO PERFORM ALL WORK REQUIRED FOR THE SATISFACTORY COMPLETION OF THE INTENT OF THE SCOPE OF WORK INDICATED IN THE DRAWINGS. THE INTENT OF THE DRAWINGS IS TO COMPLETE ALL DEMOLITION AS REQUIRED TO COMPLETE THE PROPOSED NEW CONSTRUCTION & THE G.C. SHALL BE RESPONSIBLE FOR SUCH.</div> <div>3. THE CODES HAVING JURISDICTION SHALL BE OBSERVED STRICTLY IN THE DEMOLITION ON THE PROJECT, INCLUDING ALL APPLICABLE STATE, CITY, COUNTY BUILDING, ZONING, ELECTRICAL, MECHANICAL, PLUMBING, LIFE SAFETY AND FIRE CODES. CONTRACTOR SHALL VERIFY ALL CODE REQUIREMENTS & THE DEMOLITION DOCUMENTS & BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT.</div> <div>4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED DEMOLITION & TRADE PERMITS & THEIR RESPECTIVE COSTS.</div> <div>5. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO DEMOLITION &/OR CONTRACT NEGOTIATIONS & SHALL VERIFY EXISTING CONDITIONS WITH THE DEMOLITION DOCUMENTS. DISCREPANCIES BETWEEN DEMOLITION DOCUMENTS (& THEIR INTENT) SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR CLARIFICATION. BIDS SHALL NOT BE SUBMITTED OR CONTRACTS NEGOTIATED BY THE CONTRACTOR PRIOR TO CLARIFICATION OF THE INTENT OF THE DEMOLITION DOCUMENTS WHERE SUCH INTENT IS IN DOUBT.</div> <div>6. THE CONTRACTOR SHALL MAINTAIN THE PREMISE CLEAN & FREE OF TRASH DEBRIS & SHALL PROTECT ALL ADJACENT WORK FROM DAMAGE, SOILING, ETC. ALL REMAINING FACILITIES SHALL BE LEFT CLEAN & READY FOR CONSTRUCTION UPON COMPLETION OF DEMOLITION.</div> <div>7. SHUTOFF, CAP & OTHERWISE PROTECT PUBLIC UTILITY LINES IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC AGENCY OR UTILITY HAVING JURISDICTION.</div> <div>8. USE THE MEANS NECESSARY TO PREVENT DUST FROM BECOMING A NUISANCE.</div> <div>9. G.C. TO PATCH & REPAIR GWB AT ALL LOCATIONS WHERE THE EXISTING SURFACE IS NOT STRAIGHT & TRUE.</div> <div>10. ALL AREAS AFFECTED / DAMAGED BY ANY DEMO WORK SHALL BE REPAIRED TO LIKE NEW CONDITION BY THE G.C.</div>		<div>1. SECURE THE AREA AS PER THE INSTRUCTIONS OF REGULATORY AGENCIES.</div> <div>2. PERFORM DEMOLITION ON PORTION OF THE COMPONENTS TO REPAIR OR REBUILD AS PER ENGINEER ON RECORD'S INSTRUCTIONS.</div> <div>3. PERFORM REPAIRS AS PER THE SPECIFICATIONS AND PERMITTED DOCUMENTS</div> <div>4. FINISH TO MATCH EXISTING FINISH ON THE REPAIRED AREAS.</div> <div>5. PAINT THE REPAIRED AREAS, PAINT COLOR TO MATCH EXISTING.</div> <div>6. CLEAN THE AREA AND HALLWAY DEBRIS.</div> <div>7. QUALITY OF FINISHES SHALL MATCH EXISTING AND SHALL SATISFY THE REQUIREMENTS OF THE CITY AT LAKE PARK AND THE ENGINEER OF RECORD</div> <div>8. SHAPE OF REPAIRED BEAMS AND EDGE OF FLOOR SLAB SHALL MATCH EXISTING GEOMETRIC SHAPE, SIZE AND FINISH.</div>		
WATER PROOFING NOTES		DRAWING INDEX		
<div>1. USE SIKa Sikalastic®-710 NP Base, AS BASE COAT OR EQUAL PER SPECIFICATIONS</div> <div>2. USE SIKa Sikalastic®-715 LoVOC Textured FOR TOP COAT OR EQUAL PER SPECIFICATIONS</div> <div>3. USE ALL MATERIALS WITH STRICT COMPLIANCE WITH MANUFACTURER'S SPECIFICATION AND REQUIREMENTS</div>		<div>S-1<div>GENERAL NOTES & LOCATION MAP</div></div> <div>S-2<div>WEST SIDE CONCRETE RESTORATION</div></div> <div>S-3<div>EAST SIDE CONCRETE RESTORATION</div></div> <div>S-4<div>CONCRETE REPAIRS DETAILS AND PRODUCT SPECIFICATIONS</div></div> <div>S-5<div>CONCRETE REPAIRS PRODUCT SPECIFICATIONS</div></div> <div>S-6<div>CONCRETE REPAIRS PRODUCT SPECIFICATIONS</div></div>		

Florida Consulting Engineers, Inc.



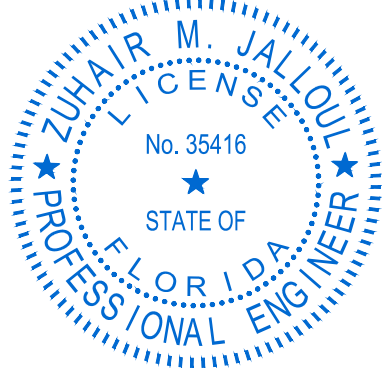
Certificate of Authorization No. 5810

134 N.W. 16TH STREET, SUITE 1
BOCA RATON , FLORIDA 33432

PHONE: (561) 353-1152

E-MAIL: ZJ@FLCENGINEERS.COM

DATE	REVISIONS



Zuhair M. Jalloul, P.E.
Fl. License. No.: 35416

DATE Nov. 18, 2021

SCALE AS SHOWN

DWNG. BY P.E.S.

CHECKED BY Z. JALLOUL

PROJECT NO. 211104

DRAWING FILE ----

Lake Park Town Hall
Balcony Concrete Repair

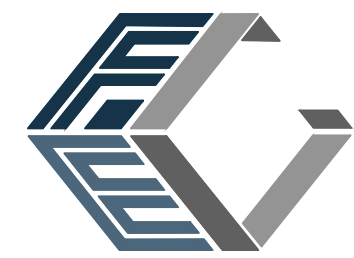
535 Park Ave,
Lake Park, FL 33403

GENERAL NOTES & LOCATION MAP

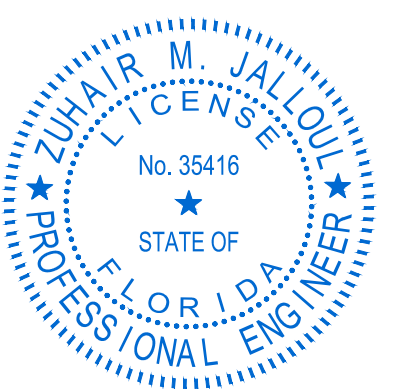
SHEET NUMBER

S-1

OF 6



DATE	REVISIONS
11-9-21	CITY COMMENTS



Zuhair M. Jalloul, P.E.
Fl. License. No.: 35416

DATE	Nov. 18, 2021
SCALE	AS SHOWN
DWNG. BY	P.E.S.
CHECKED BY	Z. JALLOUL
PROJECT NO.	211104
DRAWING FILE	----

Lake Park Town Hall
Balcony Concrete
Repair

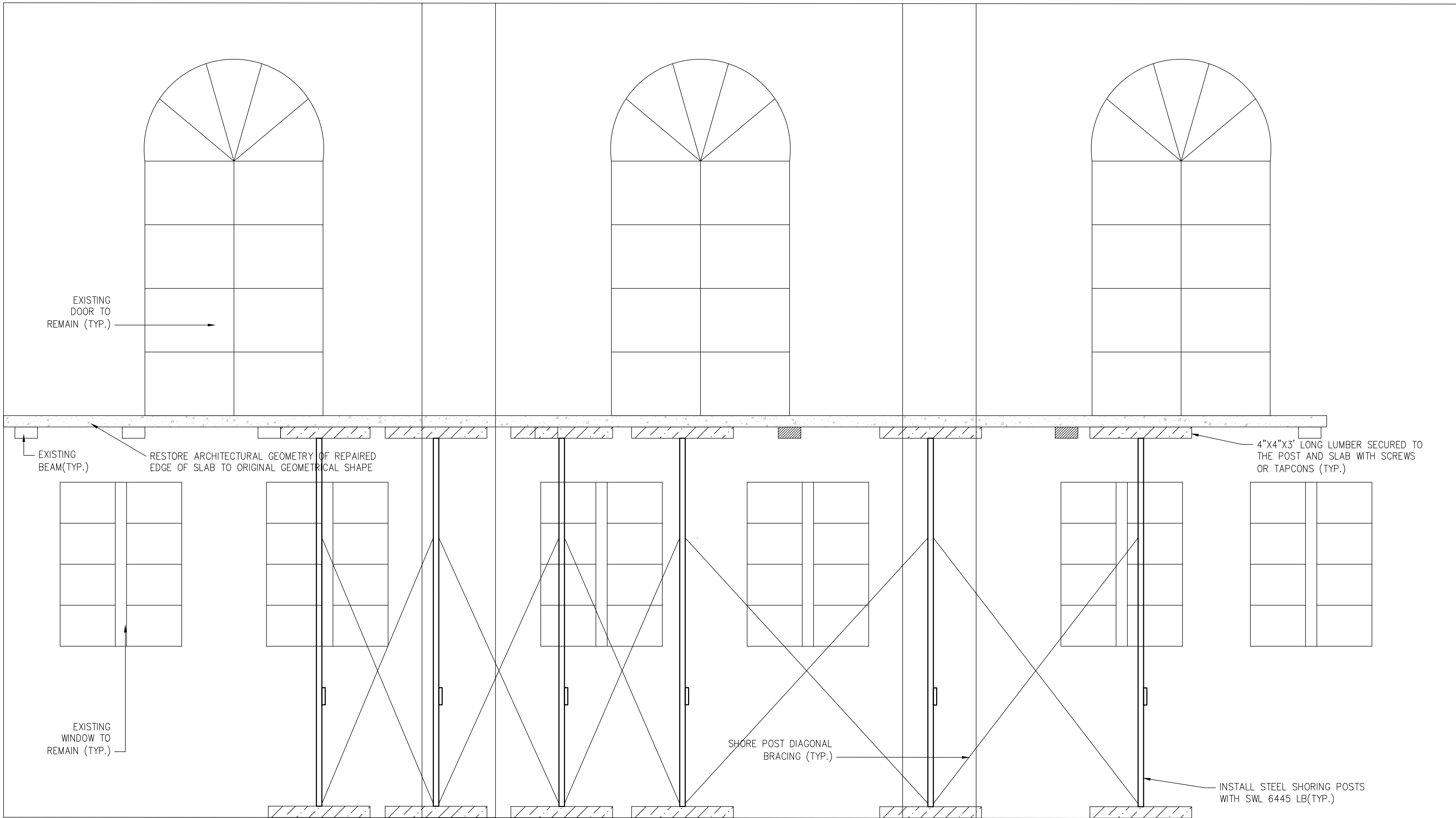
535 Park Ave,
Lake Park, FL 33403

WEST SIDE
CONCRETE
RESTORATION

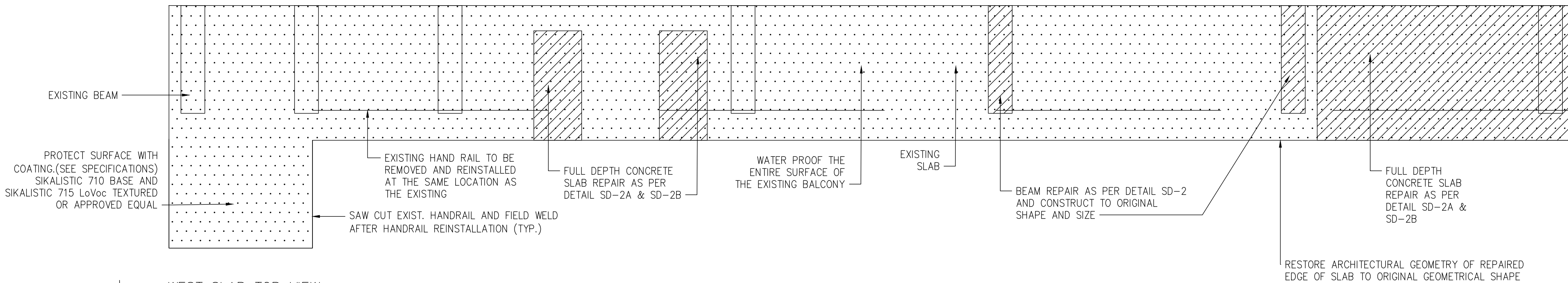
SHEET NUMBER

S-2

OF 6



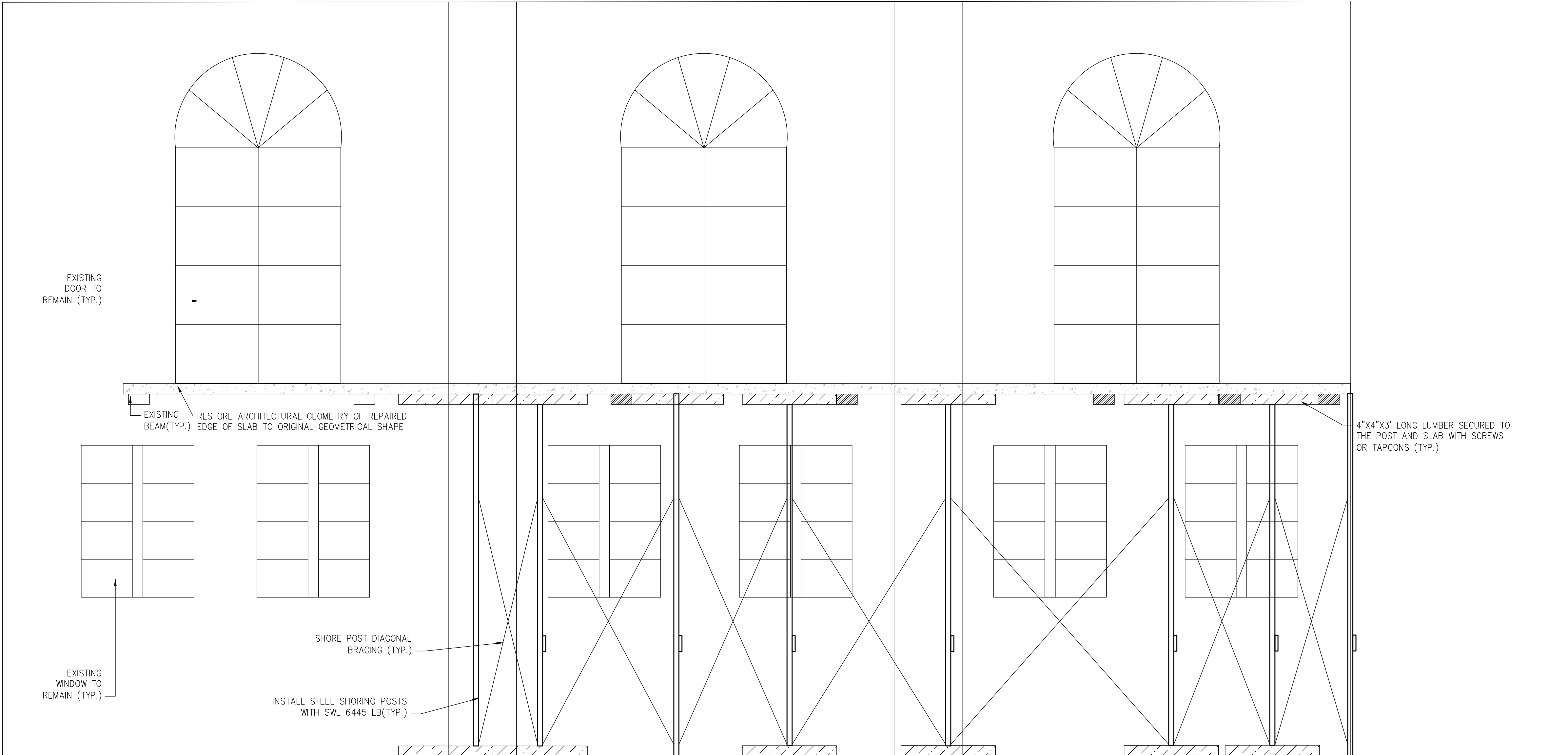
WEST ELEVATION VIEW
SCALE: 1/2" = 1'-0"



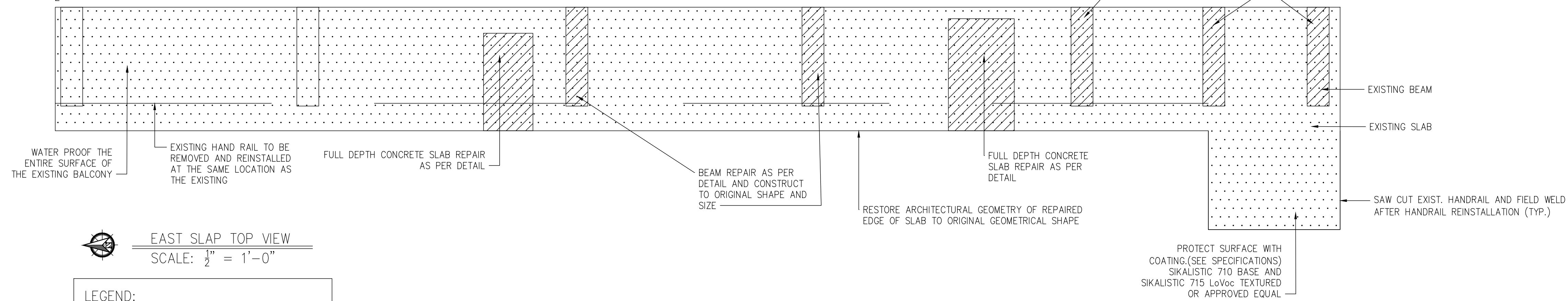
WEST SLAB TOP VIEW
SCALE: 1/2" = 1'-0"

LEGEND:	
	DAMAGED CONCRETE TO BE REPAIRED
	WATER PROOF AREA LIMIT
	EXISTING RAILING

QUANTITIES AND REPAIR SCHEDULE		
REPAIR TYPE	UNITS	ESTIMATED QUANTITY
CONC. SLAB & BEAM REPAIR	C.F.	45
WATER PROOFING	S.F.	320



EAST ELEVATION VIEW
SCALE: $\frac{1}{2}'' = 1'-0''$

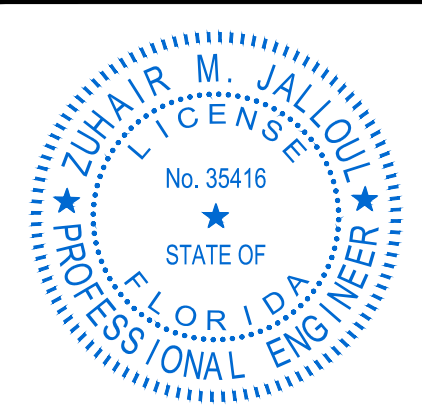


EAST SLAB TOP VIEW
SCALE: $\frac{1}{2}'' = 1'-0''$

LEGEND:	
	DAMAGED CONCRETE TO BE REPAIRED
	WATER PROOF AREA LIMIT
	EXISTING RAILING



DATE	REVISIONS
11-9-21	CITY COMMENTS



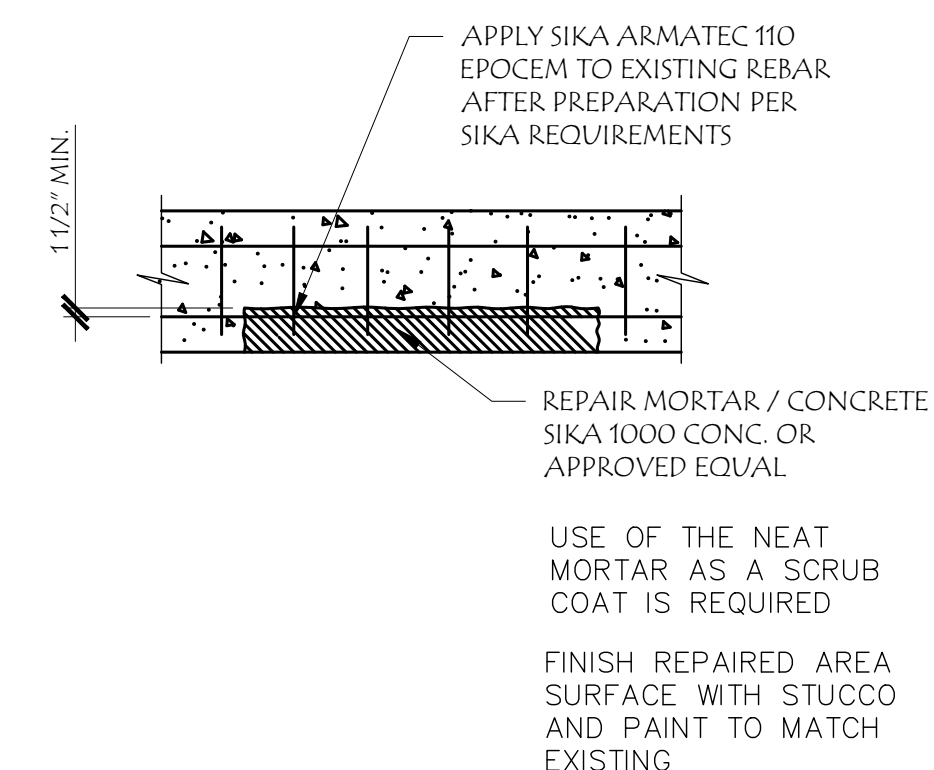
Zuhair M. Jalloul, P.E.
Fl. License. No.: 35416

DATE	Nov. 18, 2021
SCALE	AS SHOWN
DWNG. BY	P.E.S.
CHECKED BY	Z. JALLOUL
PROJECT NO.	211104
DRAWING FILE	----

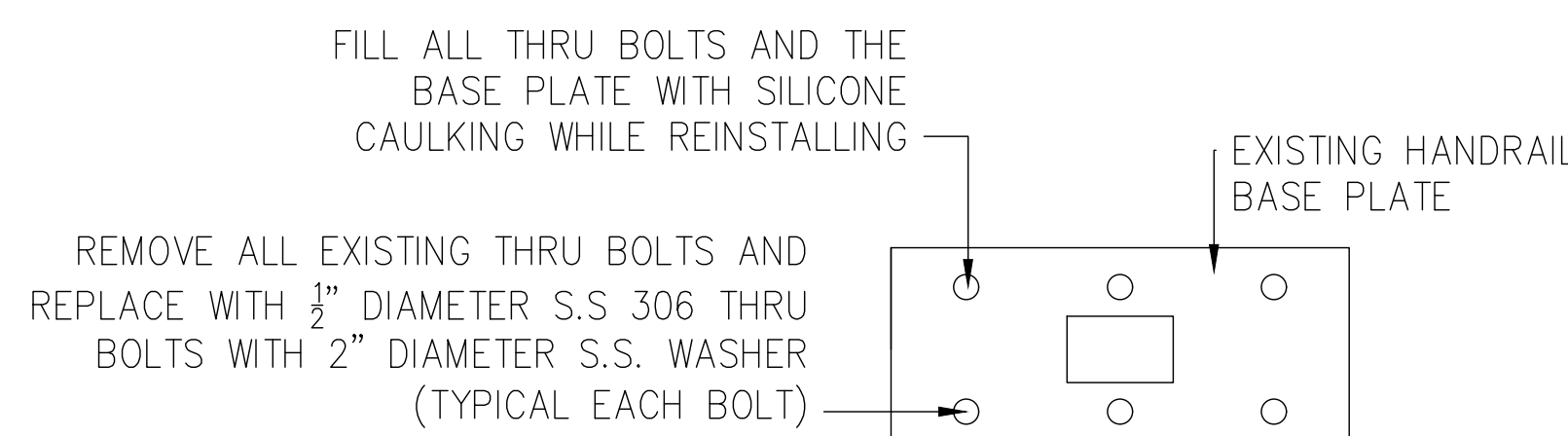
Lake Park Town Hall
Balcony Concrete
Repair

535 Park Ave,
Lake Park, FL 33403

EAST SIDE
CONCRETE
RESTORATION



(SD-2B) TYPICAL BEAM REPAIR DETAIL



HANDRAIL BASE PLATE (TOP VIEW)

1 / 4

PROPOSAL SUBMITTAL SIGNATURE PAGE

Instructions:

Include this form, along with all other forms identified below in your response to this RFP.

In accordance with the plans, specifications, scope of services, and/or scope of work included in this ITB document, the **TOTAL BASE BID** for this project is:

One Hundred Thirty Nine Thousand Five Hundred Dollars (\$139,500 -)

Required documents attached?

(Checklist)

- | | |
|---|----------|
| - Acknowledgement of Addenda | <u>✓</u> |
| - Restoration Bid Pricing Form | <u>✓</u> |
| - Drug-Free Workplace | <u>✓</u> |
| - Non-Collusion Affidavit | <u>✓</u> |
| - Notification of Public Entity Crimes Law | <u>✓</u> |
| - Certificate of Insurance (per specification) | <u>✓</u> |
| - Copies of all licenses, certifications, business tax receipts | <u>✓</u> |

NAME OF FIRM: Restoran Corporation

ADDRESS: 337 W. Falkenberg Road
Tampa, FL 33619

PHONE #: 813-802-8507 FAX #: N/A

E-MAIL: jcrafft@restoran.com

Statement by Proposer: "I HAVE REVIEWED ALL PLANS, MANUALS, SPECIFICATIONS, AND ALL OTHER INFORMATION CONTAINED WITHIN THIS SOLICITATION, AND UNDERSTAND ALL REQUIREMENTS"

AUTHORIZED SIGNATURE: 

NAME & TITLE (TYPED or PRINTED): Jonathan Craft, Senior Estimator

ACKNOWLEDGEMENT OF ADDENDA

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

X NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name: Restogen Corporation

Signature: 

Name and title (Print or Type): Jonathan Cote, Senior Estimator

Date: 10-31-22

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

INVITATION TO BID (ITB) NO. 110-2022
Town Hall Concrete Restoration

Restoration Bid Pricing Form

Work Item Description	Quantity	Units	Unit Cost	Total Cost \$
Mobilization / Demobilization	1	LPSM	24935	24935
Shoring Support	1	LPSM	12515	12515
Balcony Concrete Slab and Beam Repair	45	CF	1020	45,900
Stucco Repair	1	LPSM	5850	5850
Painting & Waterproofing	320	SQFT	102.50	32,800
Bid Sub-Total				122,000
Allowance for Permit Fees	-----			\$2,500.00
Contingency Allowance	-----			\$15,000.00
LUMP SUM BID AMOUNT				139,500 -

NOTE 1: All Work Items are to include all costs relative to the described work item including, but not limited to costs for Labor, Materials, Equipment, General Condition costs and Overhead and Profit.

(Allowance amounts stand-alone)

NOTE 2: Allowance amounts are to be used at owner's discretion.

Any allowance amount not used shall be returned to the owner.

Allowance expenses exceeding the allowance amount shall be adjusted by contract change order.

Bid Submitted By:  Jonathan Croft Senior Estimator
Signature of Firm Representative Title

Date: 10-31-22

Name of Firm: Restoran

Firm Address: 337 W. Falkenberg Rd
Tampa, FL 33619

Telephone Number: 813 802 8507

Email: jcroft@restoran.com

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Restocon Corporation
337 North Falkenburg Road
Tampa, FL 33619

as Principal, hereinafter called the Principal, and
Frankenmuth Mutual Insurance Company
1 Mutual Drive
Frankenmuth, MI 48787

a corporation duly organized under the laws of the State of **MI**
as Surety, hereinafter called the Surety, are held and firmly bound unto
The Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

as Oblige, hereinafter called the Oblige, 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
Town Hall Balcony Concrete Restoration; Bid No. ITB-110-2022-0-2022/JW
Concrete & Waterproofing Repairs

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a
Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Oblige 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 November 1, 2022


(Witness)

Restocon Corporation





Frankenmuth Mutual Insurance Company



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



SURETY BONDS

Print Name of Bidder, Letting Agent, and Principal, and Surety, in Order of Bid.

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

David B. Shick

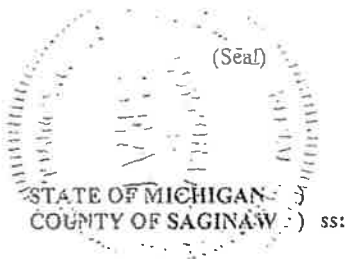
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

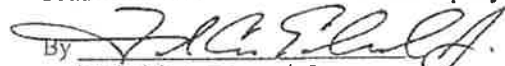
This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.

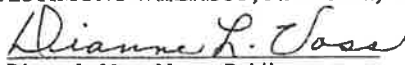


Frankenmuth Mutual Insurance Company

By 
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.



(Seal)

Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 1st day of November, 20 22.



Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED
TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2021

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

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

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	CONTACT NAME: Certificates/Commercial Lines	
	PHONE (A/C, No, Ext): 727-522-7777 FAX (A/C, No): 727-521-2902	
	E-MAIL ADDRESS: certificates@w3ins.com	
INSURED Restocon Corporation 337 N Falkenburg Rd Tampa FL 33619	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Allstate Insurance Company	19232
	INSURER B: Houston Specialty Ins. Co.	12936
	INSURER C: Admiral Insurance Company	24856
	INSURER D: Amerisure Mutual Ins. Co.	23396
	INSURER E: Colony Insurance Company	39993
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1216458539**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TEN25679	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	648910425	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	BEX0960334502	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC20408201502	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input type="checkbox"/> Pollution Liability A Auto - Texas A Auto - Georgia	Y	Y	CSP306078R5 648910432 648910431	10/1/2021 10/1/2021 10/1/2021	10/1/2022 10/1/2022 10/1/2022	Occurrence/Agg \$2,000,000 \$1,000,000 \$1,000,000

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

Automatic additional insured on a primary and non-contributory basis, including completed operations, with respect to General Liability if required by written contract, subject to terms, conditions, and exclusions of the policy per attached blanket endorsements.

Automatic additional insured on a primary and non-contributory basis with respect to Auto Liability if required by written contract, subject to the terms and conditions and exclusions of the policy per attached blanket endorsements.

Automatic additional insured on a primary and non-contributory basis with respect to Pollution Liability if required by written contract subject to the terms and conditions and exclusions of the policy.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Wallace Welch & Willingham, Inc.		NAMED INSURED Restocon Corporation 337 N Falkenburg Rd Tampa FL 33619
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Automatic Waiver of Subrogation applies to General Liability, Auto, and Workers Compensation if required by written contract per attached blanket endorsements.

Excess Liability applies excess of General Liability, Auto Liability and Employers Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT ENDORSEMENT FLORIDA

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

In **SECTION I - COVERED AUTOS**, the following changes are made:

The following is added:

D. Physical Damage Coverage for Temporary Substitute and Leased Autos

If Physical Damage Coverage is provided by this policy, the following kinds of "autos" are covered "autos" for the same coverages provided by the policy:

1. Any private passenger "auto", or other than private passenger vehicle with gross vehicle weight of 20,000 lbs. or less, you do not own while used with the permission of the owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.
2. Private passenger "autos" and other than private passenger vehicles with gross vehicle weight of 10,000 lbs. or less, leased, hired, rented, or borrowed for a period of 30 days or less. This does not include any vehicle you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

Under **A. Coverage, Who Is An Insured**, the following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or in which you hold a majority interest. This provision applies only if there is no similar insurance provided to that organization.
- e. Any organization you acquire or form after policy inception, other than a partnership or joint venture, over which you maintain ownership, or in which you hold a majority interest. Coverage under this provision does not apply;
 - (1) If there is similar insurance provided to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any person or organization that you are required to name as an additional insured under the terms of a written job contract, or by written insurance requirements executed prior to any covered "loss" or claim. This protection applies only if the person or organization is liable for the conduct of an "insured" and only to the extent of that liability.

Under **A. Coverage, Coverage Extensions, Supplementary Payments**, subparagraphs (2) and (4) are replaced with the following:

In **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the following changes are made:

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- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including loss of earnings up to \$500 a day because of time off from work.

In **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following changes are made:

Under **A. Coverage, Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**, the following is added:

If damage to glass is repaired in lieu of being replaced, no deductible will apply for repair only.

Under **A. Coverage, Coverage Extensions**, the following is added:

c. Personal Effects Coverage

In the event of a total theft of your covered "auto", for which you carry either Comprehensive or Specified Causes of Loss coverage, we will pay up to \$500 for the personal effects which are:

- 1. owned by you; and
- 2. in your covered "auto" at the time of the total theft of such "auto".

No deductible applies to Personal Effects Coverage.

Under **A. Coverage**, the following is added:

5. Lease and Loan Gap Coverage

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that physical damage coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- (5) Carry-over balances from previous loans or leases.

Under **D. Deductible**, the following paragraph is added:

When Collision Coverage is provided by this policy, the deductible amount will not be subtracted from the loss payment in collisions involving your covered "auto" and another auto covered by Allstate Insurance Company or any of its affiliates.

In **SECTION IV - BUSINESS AUTO CONDITIONS**, the following changes are made:

Under **A. Loss Conditions, Duties In The Event Of Accident, Claim, Suit Or Loss**, the following is added under subpart a:

Knowledge of an "accident" or "loss" by any of your agents, servants or "employees" shall not in itself constitute knowledge by you, unless you or one of your corporate officers or managers, or any assignee, shall have received such notice from the agent, servant or "employee".

When you report an occurrence of any "accident" or "loss" to a Worker's Compensation carrier or self insured plan providing the named insured's Worker's Compensation insurance which later develops into a claim submitted under this policy, failure to report such "accident" or "loss" to us at the same time shall not be deemed a violation of this condition. After you become aware of such liability claim arising from the "accident" or "loss", you must give us prompt notice.

Under **A. Loss Conditions, Transfer of Rights of Recovery Against Others To Us**, the following is added:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of work you perform under a contract with such person or organization, in which you have agreed to waive your right of such recovery.

Under **B. General Conditions, Concealment, Misrepresentation Or Fraud**, the following is added:

This condition does not apply to any omission or failure to provide material facts if the omission or failure was unintentional.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

In **SECTION I - COVERED AUTOS**, the following changes are made:

The following is added:

D. Physical Damage Coverage for Temporary Substitute and Leased Autos

If Physical Damage Coverage is provided by this policy, the following kinds of "autos" are covered "autos" for the same coverages provided by the policy:

1. Any private passenger "auto", or other than private passenger vehicle with gross vehicle weight of 20,000 lbs. or less, you do not own while used with the permission of the owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.
2. Private passenger "autos" and other than private passenger vehicles with gross vehicle weight of 10,000 lbs. or less, leased, hired, rented, or borrowed for a period of 30 days or less. This does not include any vehicle you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

In **SECTION II - LIABILITY COVERAGE**, the following changes are made:

Under **A. Coverage, Who Is An Insured**, the following is added:

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d. Any organization, other than a partnership or joint venture, over which you maintain ownership or in which you hold a majority interest. This provision applies only if there is no similar insurance provided to that organization.

e. Any organization you acquire or form after policy inception, other than a partnership or joint venture, over which you maintain ownership, or in which you hold a majority interest. Coverage under this provision does not apply;

(1) If there is similar insurance provided to that organization; or

(2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

f. Any person or organization that you are required to name as an additional insured under the terms of a written job contract, or by written insurance requirements executed prior to any covered "loss" or claim. This protection applies only if the person or organization is liable for the conduct of an "insured" and only to the extent of that liability.

Under **A. Coverage, Coverage Extensions, Supplementary Payments**, subparagraphs (2) and (4) are replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the "insured" at our request, including loss of earnings up to \$500 a day because of time off from work.

Under **B. Exclusions, Fellow Employee**, the following paragraph is added:

But this exclusion does not apply to "bodily injury" to a fellow "employee" caused by any person whose position within the insured organization is at or above the level of manager or supervisor.

Coverage afforded by this provision is excess over any other collectible insurance.

In **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following changes are made:

Under **A. Coverage, Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**, the following is added:

If damage to glass is repaired in lieu of being replaced, no deductible will apply for repair only.

Under **A. Coverage, Coverage Extensions**, the following is added:

c. Personal Effects Coverage

In the event of a total theft of your covered "auto", for which you carry either Comprehensive or Specified Causes of Loss coverage, we will pay up to \$500 for the personal effects which are:

1. owned by you; and
2. in your covered "auto" at the time of the total theft of such "auto".

No deductible applies to Personal Effects Coverage.

Under **A. Coverage**, the following is added:

5. Lease and Loan Gap Coverage

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that physical damage coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less: .

- a. The amount paid under the Physical Damage Coverage section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;

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- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- (5) Carry-over balances from previous loans or leases.

Under **D. Deductible**, the following paragraph is added:

When Collision Coverage is provided by this policy, the deductible amount will not be subtracted from the loss payment in collisions involving your covered "auto" and another auto covered by Allstate Insurance Company or any of its affiliates.

In **SECTION IV - BUSINESS AUTO CONDITIONS**, the following changes are made:

Under **A. Loss Conditions, Duties In The Event Of Accident, Claim, Suit Or Loss Condition**, the following is added under subpart a:

Knowledge of an "accident" or "loss" by any of your agents, servants or "employees" shall not in itself constitute knowledge by you, unless you or one of your corporate officers or managers, or any assignee, shall have received such notice from the agent, servant or "employee".

When you report an occurrence of any "accident" or "loss" to a Worker's Compensation carrier or self insured plan providing the named insured's Worker's Compensation insurance which later develops into a claim submitted under this policy, failure to report such "accident" or "loss" to us at the same time shall not be deemed a violation of this condition. After you become aware of such liability claim arising from the "accident" or "loss", you must give us prompt notice.

Under **A. Loss Conditions, Transfer of Rights of Recovery Against Others To Us**, the following is added:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of work you perform under a contract with such person or organization, in which you have agreed to waive your right of such recovery.

Under **B. General Conditions, Concealment, Misrepresentation Or Fraud**, the following is added:

This condition does not apply to any omission or failure to provide material facts if the omission or failure was unintentional.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO ENHANCEMENT ENDORSEMENT
TEXAS**

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

In **SECTION I - COVERED AUTOS**, the following changes are made:

The following is added:

D. Physical Damage Coverage for Temporary Substitute and Leased Autos

If Physical Damage Coverage is provided by this policy, the following kinds of "autos" are covered "autos" for the same coverages provided by the policy:

1. Any private passenger "auto", or other than private passenger vehicle with gross vehicle weight of 20,000 lbs. or less, you do not own while used with the permission of the owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.
2. Private passenger "autos" and other than private passenger vehicles with gross vehicle weight of 10,000 lbs. or less, leased, hired, rented, or borrowed for a period of 30 days or less. This does not include any vehicle you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

In **SECTION II - LIABILITY COVERAGE**, the following changes are made:

Under **A. Coverage, Who Is An Insured**, the following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or in which you hold a majority interest. This provision applies only if there is no similar insurance provided to that organization.
- e. Any organization you acquire or form after policy inception, other than a partnership or joint venture, over which you maintain ownership, or in which you hold a majority interest. Coverage under this provision does not apply;
 - (1) If there is similar insurance provided to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any person or organization that you are required to name as an additional insured under the terms of a written job contract, or by written insurance requirements executed prior to any covered "loss" or claim. This protection applies only if the person or organization is liable for the conduct of an "insured" and only to the extent of that liability.

Under **A. Coverage, Coverage Extensions, Supplementary Payments**, subparagraphs (2) and (4) are replaced with the following:

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- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including loss of earnings up to \$500 a day because of time off from work.

Under **B. Exclusions, Fellow Employee**, the following paragraph is added:

But this exclusion does not apply to "bodily injury" to a fellow "employee" caused by any person whose position within the insured organization is at or above the level of manager or supervisor.

Coverage afforded by this provision is excess over any other collectible insurance.

In **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following changes are made:

Under **A. Coverage, Coverage Extensions**, the following is added:

c. Personal Effects Coverage

In the event of a total theft of your covered "auto", for which you carry either Comprehensive or Specified Causes of Loss coverage, we will pay up to \$500 for the personal effects which are:

- 1. owned by you; and
- 2. in your covered "auto" at the time of the total theft of such "auto".

No deductible applies to Personal Effects Coverage.

Under **A. Coverage**, the following is added:

5. Lease and Loan Gap Coverage

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that physical damage coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;

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- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

Under **D. Deductible**, the following paragraph is added:

When Collision Coverage is provided by this policy, the deductible amount will not be subtracted from the loss payment in collisions involving your covered "auto" and another auto covered by Allstate Insurance Company or any of its affiliates.

In **SECTION IV - BUSINESS AUTO CONDITIONS**, the following changes are made:

Under **A. Loss Conditions, Duties In The Event Of Accident, Claim, Suit Or Loss Condition**, the following is added under subpart a:

Knowledge of an "accident" or "loss" by any of your agents, servants or "employees" shall not in itself constitute knowledge by you, unless you or one of your corporate officers or managers, or any assignee, shall have received such notice from the agent, servant or "employee".

When you report an occurrence of any "accident" or "loss" to a Worker's Compensation carrier or self insured plan providing the named insured's Worker's Compensation insurance which later develops into a claim submitted under this policy, failure to report such "accident" or "loss" to us at the same time shall not be deemed a violation of this condition. After you become aware of such liability claim arising from the "accident" or "loss", you must give us prompt notice.

Under **A. Loss Conditions, Transfer of Rights of Recovery Against Others To Us**, the following is added:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of work you perform under a contract with such person or organization, in which you have agreed to waive your right of such recovery.

Under **B. General Conditions, Concealment, Misrepresentation Or Fraud**, the following is added:

This condition does not apply to any omission or failure to provide material facts if the omission or failure was unintentional.

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Policy Number: BEX0960334502
Coverage Parts Affected: Commercial Excess Liability

Company: Admiral Insurance Company
Effective Date: 10/1/2021

WAIVER OF SUBROGATION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies Insurance provided under the following coverage part:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SECTION III – Conditions 10. Loss Payable is deleted and replaced with the following:

Coverage under this policy will not apply unless and until the insured or the insured's "controlling underlying insurance" is obligated to pay the full amount of the "underlying limits of insurance".

When the amount of "ultimate net loss" has finally been determined, we will promptly pay on behalf of the insured the amount of "ultimate net loss" falling within the terms of this policy.

If the insured has rights to recover all or part of any payment we have made under this policy, then those rights are transferred to us and the insured must do nothing to impair those rights. At our request the insured will bring suit or transfer those rights to us to enforce them.

However, we waive any right of recovery we may have against the person or organization shown in the schedule because of payments we make for injury or damage arising out of your on-going operations or your work performed under a contract with that person or organization. This waiver applies only to that person or organization listed below:

As required by written contract, provided the contract is executed prior to loss.

This endorsement does not change any other provision of the policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Only those parties required to be named as an Additional Insured in a written contract with the Named Insured under this policy, entered into prior to loss or "occurrence".	ALL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Only those parties required to be named as an Additional Insured in a written contract with the Named Insured under this policy, entered into prior to loss or "occurrence".	ALL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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PRIMARY AND NON-CONTRIBUTING INSURANCE

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**,
Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party as defined below, it is understood and agreed that in the event of a claim or "suit" caused in whole or in part by the Named Insured's negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

Absence of a specifically named Third Party above means this endorsement applies only to those third parties required to be named as an Additional Insured as Primary and Non-Contributory coverage specified in a written contract with the Named Insured under this policy, entered into prior to the "loss" or "occurrence".

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Only such Person or Organization where required in a written contract with the Named Insured under this policy, entered into prior to the loss or "occurrence".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Restocon Corporation

Eff: 10/1/2021

Policy No. WC20408201502

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

"This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri Statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications."

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

DRUG-FREE WORKPLACE

Restoran Corporation is a drug-free workplace and has a
(Company Name)
Substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

Restoran Corporation
Firm Name


Signature

Jonathan Croft, Senior Estimator
Name and title (Print or Type)

10-31-22
Date

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Hillsborough

Before me, the undersigned authority personally appeared Jonathan Craft, who after being by me first duly sworn, deposes and says of his/her personal knowledge that:


- a. His/her is Senior Estimator of Restocon Corporation, the Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: ITP110-2022 Title: Townhall Concrete Restoration

- b. His/her is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such a Proposal is genuine and is not a collusive or sham Proposal.

- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Signature

Subscribed and sworn to (or affirmed) before me this 31st day of October, 2022, by

Jonathan Craft, who is personally known to me or who has produced

N/A, as identification.

SEAL



Notary Signature Marisol Serrano Danico

Notary Name: Marisol Serrano Danico

Notary Public (State): Florida

My Commission No.: HH 210851

Expires on: 12/26/2025

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

HOWELL, ROBERT WILLIAM II

RESTOCON CORP
337 N FALKENBURG RD
TAMPA FL 33619

LICENSE NUMBER: CGC057948

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.

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged by:

Pestocan Corporation
Firm Name


Signature

Jonathan Croft, Senior Estimator
Name and Title (Print or Type)

10-31-22
Date

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Restocon Corporation		
2 Business name/disregarded entity name, if different from above Restocon Corporation		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 337 North Falkenburg Rd.	Requester's name and address (optional)	
6 City, state, and ZIP code Tampa, FL 33619		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
5	9	-	3	4	1	2	4	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 9/18/2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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.