

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: July 7, 2021

Presenter's Name and Title: Daryll Johnson, Construction Administrator on behalf of Support Services, and Alicia Ayum, Director, on behalf of Procurement

Prepared By: Daryll Johnson, CGC

Temp. Reso. Number: R7433

Item Description: Temp. Reso. #R7433, APPROVING THE AWARD OF AGREEMENT ENTITLED: "CONTINUING SERVICES TO TURN-KEY MODIFIED SHIPPING CONTAINERS FOR THE MIRAMAR REGIONAL PARK AMPHITHEATER" TO STHC RESTORATION, LLC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH STHC RESTORATION, LLC, FOR THE PROVISION OF CONTRACTING SERVICES IN AN AMOUNT NOT-TO-EXCEED \$276,258.53 AND ALLOCATING A CONTINGENCY ALLOWANCE OF \$10,000, FOR A TOTAL PROJECT COST OF \$286,258.53. (Support Services Construction Administrator, Daryll Johnson and Procurement Director, Alicia Ayum)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: none

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____ (fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding in the amount of \$286,258.53 has been budgeted as follows: CIP-Construction GL Account No. 387-55-808-572-000-606510-51018 (\$276,258.53) and CIP-Contingency GL Account No. 395-55-815-572-000-606520-51018 (\$10,000.00).



Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR7433
 - Exhibit A: Proposed Agreement with STHC Restoration, LLC.



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM:  Vernon E. Hargray, City Manager 

BY: Daryll Johnson, Construction Administrator, Support Services Dept.

DATE: July 1, 2021

RE: Temp. Reso. No. 7433 approving the award of agreement entitled: "Continuing Services to Turn-Key modified Shipping Containers for the Miramar Regional Park Amphitheater to STHC Restoration, LLC"

RECOMMENDATION: The City Manager recommends approval of Temp. Reso No. 7433, approving the award of agreement entitled: "Continuing Services to Turn-Key modified Shipping Containers for the Miramar Regional Park Amphitheater to STHC Restoration, LLC.; authorizing the City Manager to execute the proposed agreement with STHC Restoration, LLC, for the provision of fabrication services in an amount not-to-exceed \$276,258.53 and allocating a contingency allowance of \$10,000, for a total project cost of \$286,258.53.

ISSUE: The City desires to procure the services of STCH Restoration, LLC. to complete the construction of the 12 modified shipping containers at the Regional Park Amphitheater.

City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412 (a)(1).

BACKGROUND: In February 2020, the City terminated Contract No. 1955, entitled: "Turn-Key Modified Shipping Containers for the Miramar Regional Park Amphitheater (the "Original Agreement"), with the Contractor, due to contractor default.

In September 2020, the City Attorney finalized negotiations with the Contractor's Bonding/Surety Company (Platte River Insurance Company). The Surety Company made a settlement offer in the amount of \$100,000, *(accompanied with the Settlement Agreement and Release Documents)*.

In October 2020, the City Commission accepted and approved the \$100,000 Settlement from the Bonding/Surety Company *(Platte River Insurance Company, LLC)* for the Performance Bond payout services.

In April 2021, the City Commission approved FY2021 First Budget Amendment, which included the receipt of the \$100,000 Settlement Funds for the completion of the *"Continuing Services To Turn-Key Modified Shipping Containers for the Miramar Regional Park Amphitheater"* Project.

PROCUREMENT: In March 2021, the City and STHC Restoration, LLC commenced with negotiating a final cost for the completion of the 12 modified shipping containers, as part of the Bonding/Surety Company's Settlement Agreement.

In May 2021, STHC Restoration, LLC finalized and returned a signed proposal for the completion of the 12 modified shipping containers, at an agreed upon cost of \$276,258.53.

The Project Manager for this project is Robert H. Rose, Support Services Department.

Temp. Reso. No. 7433
6/29/21
7/7/21

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF THE AGREEMENT ENTITLED: “CONTINUING SERVICES TO TURN-KEY MODIFIED SHIPPING CONTAINERS FOR THE MIRAMAR REGIONAL PARK AMPHITHEATER” TO STHC RESTORATION, LLC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH STHC RESTORATION, LLC, FOR THE PROVISION OF CONTRACTING SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$276,258.53 AND ALLOCATING A CONTINGENCY ALLOWANCE OF \$10,000, FOR A TOTAL PROJECT COST OF \$286,258.53.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 14, 2019, the City and CEPODS, LLC. (“CEPODS”) entered into a service agreement for Turn-Key Modified Shipping Container for the Miramar Regional Park Amphitheater (the “Original Agreement”); and

WHEREAS, on or about January 29, 2020, the Contractor defaulted on the Original Agreement; and

WHEREAS, pursuant to Section 5, paragraph 5.5 of the Original Agreement, the City is taking possession of the work by continuing as the Prime Contractor and entering into contract with certain Subcontractors; and

WHEREAS, the Subcontractor STHC Restoration, LLC. has agreed to continue Contracting Services with the City (the “Services”) and the parties, through mutual negotiation, have agreed upon the Services.

Reso. No. _____

Temp. Reso. No. 7433
6/29/21
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WHEREAS, the City Manager recommends that the City Commission approves the award to STHC Restoration, LLC., and authorization for the City Manager to execute the proposed Agreement with STHC Restoration, LLC., in the amount not-to-exceed \$276,258.53, and allocating a Contingency Allowance of \$10,000.00, for a total project cost of \$286,258.53, in the form attached hereto as Exhibit "A"; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award to STHC Restoration, LLC., and authorizes the City Manager to execute the proposed Agreement with STHC Restoration, LLC., in an amount not-to-exceed \$276,258.53 and allocating a Contingency Allowance of \$10,000.00, for a total project cost of \$286,258.53 in the form attached hereto as Exhibit "A".

Temp. Reso. No. 7433
6/29/21
7/7/21

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves the award of the agreement entitled: “Continuing Services To Turn-Key Modified Shipping Containers For The Miramar Regional Park Amphitheater” to STHC Restoration, LLC.

Section 3: That the City Manager is authorized to execute the proposed Agreement with STHC Restoration, LLC, in an amount not-to-exceed \$276,258.53 and allocating a Contingency Allowance of \$10,000, for a total project cost of \$286,258.53 in the form attached hereto as Exhibit “A”, together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

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7/7/21

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
STHC RESTORATION, LLC
FOR
CONTINUING SERVICES TO TURN-KEY MODIFIED
SHIPPING CONTAINERS FOR THE MIRAMAR
REGIONAL PARK AMPHITHEATER
IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the "Agreement") is made and entered into this [REDACTED] day of [REDACTED], 2021 between the **CITY OF MIRAMAR, FLORIDA**, a Florida municipal corporation with its principal offices located at 2300 Civic Center Place, Miramar, Florida 33025 (the "City"), and **STHC RESTORATION LLC**, a Florida profit corporation, (the "Subcontractor"), with its principal offices located at 12941 NW 2nd Street #107, Pembroke Pines Florida, 33028.

WITNESSED:

WHEREAS, in response to Request for Proposals No. 18-09-01, on January 14, 2019, the City and CEPODS, LLC. ("CEPODS") entered into a service agreement for Turn-Key Modified Shipping Container for the Miramar Regional Park Amphitheater (the "Original Agreement").

WHEREAS, on or about January 29, 2020, CEPODS defaulted on the Original Agreement.

WHEREAS, pursuant to Section 5, paragraph 5.5 of the Original Agreement, the City is taking possession of the work by continuing as the Prime Contractor and entering into contract with certain Subcontractors; and

WHEREAS, the Subcontractor has agreed to continue the Fabrication Services to the City (the "Services") and the parties, through mutual negotiation, have agreed upon the Services.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Subcontractor and the City agree as follows:

**ARTICLE 1
WORK**

The Subcontractor shall furnish all labor, materials and equipment necessary to provide the Services as specified in the Scope of Services request completed by the

Subcontractor and accepted by the City, along with any and all additional Work included and made a part of this Agreement and the Subcontractor's proposal, attached hereto as **Exhibit "A"**.

ARTICLE 2

CONTRACT TIME

2.1 Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Subcontractor shall commence the Work within 10 Days from the commencement date. The Subcontractor shall complete the Project within the time mutually agreed upon, or as stated in the Notice to Proceed, and/or as specified in the Scope of Services request accepted by the City.

ARTICLE 3

SUBCONTRACTOR AND CITY'S RELATIONSHIP

3.1 The Subcontractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Subcontractor represents that it will furnish its best skill and judgment in performing the Subcontractor's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

3.2 By signing this Agreement, the Subcontractor accepts a fiduciary duty with the City and warrants and represents to the City that the Subcontractor:

- A. Has obtained all licenses and certifications required by applicable law to perform the Work;
- B. Is experienced in all aspects of the Work required for projects similar to the Project;
- C. Will act in the City's highest and best interest in performing the Subcontractor's Services and the Work; and
- D. That no employee or affiliate of the Subcontractor has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

3.3 The Subcontractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 4

TERM

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 5

LIQUIDATED DAMAGES

City and the Subcontractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Subcontractor agree that as liquidated damages for delay (but not as a penalty), the Subcontractor shall pay the City \$250 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$250 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 6

CONTRACT PRICE

City shall pay Subcontractor Two Hundred Seventy-Six Thousand Two Hundred Fifty-Eight Dollars and Fifty-Three Cents (\$276,258.53) for completion of the Work in accordance with the amount submitted in the Subcontractor's proposal and accepted by the City.

ARTICLE 7

PAYMENT PROCEDURES

Subcontractor shall submit Applications for Payment by utilizing the Application for Payment form, along with all relevant accompanying forms attached herein.

ARTICLE 8

INDEMNIFICATION

8.1 To the fullest extent permitted by Laws and Regulations, the Subcontractor shall indemnify, defend, and hold harmless the City, their officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Subcontractor shall include but not be limited to the following:

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Subcontractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Subcontractor, its employees, or agents;
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Subcontractor or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf

of such employees against the City;

- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Subcontractor, its employees, or agents;
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Subcontractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Subcontractor, its employees or agents;
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Subcontractor, its employees or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Subcontractor.

8.2 The Subcontractor shall reimburse the City for all costs and expenses (including but not limited to fees and charges of architects, attorneys, and other professionals and court costs) incurred by the City in enforcing the provisions of this indemnification.

8.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

8.4 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled to by law, including but not limited to the City's sovereign immunity set forth in Section 768.28, Florida Statutes.

ARTICLE 9 TERMINATION

9.1 TERMINATION OF AGREEMENT BY CITY (SUBCONTRACTOR DEFAULT):

In the event of default by the Subcontractor, the City shall provide Subcontractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Subcontractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Subcontractor whenever Subcontractor shall:

- A. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
- B. Fail to provide Materials or workmanship meeting the requirements agreed to in the Notice to Proceed, Subcontractor's proposal accepted by the City, and/or any and all Contract documents;
- C. Disregard or violate provisions of this Agreement or City's instructions;

- D. Fail to execute the Work or provide Services on a timely basis as agreed to by the City;
- E. Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of work; or
- F. Fail in any other material way to comply with the requirements set forth herein and agreed to in the Notice to Proceed or related Contract documents.

9.1.1If the Subcontractor fails to remedy the conditions constituting default within 10 Days from the date of the City's written notice of its intent to terminate this Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

9.1.2In the event the Agreement is terminated for Subcontractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Subcontractor had the Agreement not been terminated and the Work completed in accordance with the Subcontractor's proposal, Notice to Proceed and any related Contract documents. If such cost exceeds the balance which would have been due, the Subcontractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Subcontractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Subcontractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

9.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The City may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice in the event that it exercises this provision. In such a case, the Subcontractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Subcontractor's proposal, Notice to Proceed and any related Contract documents.

ARTICLE 10 DEFAULT

10.1 An event of default shall mean a breach of this Agreement by Subcontractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. Subcontractor has not performed Services on a timely basis as agreed to in the Notice to Proceed issued by the City;

- b. Subcontractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. Subcontractor has failed to make prompt payment to Suppliers (if any) for any Services;
- d. Subcontractor has become insolvent or has assigned the proceeds received for the benefit of Subcontractor's creditors, or Subcontractor has taken advantage of any insolvency statute or debtor/creditor law or, if Subcontractor's affairs have been put in the hands of a receiver;
- e. Subcontractor has failed to obtain the approval of City where required by this Agreement;
- f. Subcontractor has failed in the honoring of any warranties; or
- g. Subcontractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

10.2 In the event Subcontractor fails to comply with the provisions of this Agreement, City may declare Subcontractor in default, notify Subcontractor in writing, and give Subcontractor 15 calendar Days to cure the default. If Subcontractor fails to cure the default, compensation will only be due for any completed Services, minus any damages pursuant to Article 9.2. In the event payment has been made for such Services not completed, Subcontractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 10 above, and its right for damages under Article 10.2.

10.3 In the event of Default, Subcontractor shall be liable for all damages resulting from the default, including but not limited to:

10.3.1 Lost funding, and

10.3.2 The difference between the cost associated with procuring services and the amount actually expended by City, including procurement and administrative costs.

10.4 City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not

exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

ARTICLE 11

DELIVERY OF MATERIALS

11.1 Upon receipt of notice of termination under Articles 9 or 10 above, Subcontractor shall immediately deliver to City all Materials held or used by Subcontractor in connection with the Services except those Materials, if any, owned by Subcontractor or supplied by Subcontractor at Subcontractor's own cost. If, at the time of termination further sums are due Subcontractor, Subcontractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

11.2 Upon receipt of notice of termination for any reason, Subcontractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Subcontractor to perform. Subcontractor shall perform additional Services with the standard of care as stated in Article 3 above.

ARTICLE 12

CONTRACT DOCUMENTS

12.1 The Contract Documents which comprise the entire agreement between City and Subcontractor concerning the Work consisting of this Agreement, including amendments hereto and the following:

- All Change Orders (if a n y) which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Subcontractor's Bid;
- Solicitation, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings
- Notice to Proceed.

12.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 13
ASSIGNMENT

No assignment by the Subcontractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 14
APPLICABLE LAW: ACCIDENT PREVENTION AND REGULATIONS

Subcontractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Subcontractor shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Subcontractor.

ARTICLE 15
AUDIT AND INSPECTION RIGHTS

15.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Subcontractor that are related to Subcontractor's performance under this Agreement. Subcontractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

15.2 The City may, at reasonable times during the term hereof, inspect Subcontractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Subcontractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Subcontractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

15.3 The City may, as deemed necessary, require from the Subcontractor support and/or documentation for any submission. Upon execution of the Agreement, the Subcontractor agrees that the City shall have reasonable access during normal working hours to all Subcontractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 16
NON-SOLICITATION

Subcontractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in

connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 17

PUBLIC RECORDS

17.1 The Subcontractor shall comply with The Florida Public Records Act as follows:

- 17.1.1** Keep and maintain public records in the Subcontractor's possession or control in connection with the Subcontractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- 17.1.2** Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 17.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.
- 17.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Subcontractor shall be delivered by the Subcontractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Subcontractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Subcontractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- 17.1.5** The Subcontractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.
- 17.1.6** IF SUBCONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBCONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.
- 17.1.7** Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the

City. Any compensation due to the Subcontractor shall be withheld until all documents are received as provided herein.

ARTICLE 18

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

18.1 Subcontractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Subcontractor agrees to comply with and observe all applicable Laws, codes and ordinance as they may be amended from time to time.

18.2 The Subcontractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Subcontractor also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

18.3 The knowing employment by Subcontractors of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 19

CERTIFICATE OF COMPETENCY

Subcontractor shall, at the time of commencement of the Work, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Subcontractor to perform the Work. If Subcontractor has employee(s), an applicable certificate of competency or license issued to the employee(s) shall be submitted along with Subcontractor's certificate or license upon commencement of the Work; provided, however, that the City may, at its sole option, upon written approval to Subcontractor, and in its best interest, allow Subcontractor to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 20

INSURANCE

20.1 Subcontractor shall maintain the following required types and minimum limits of insurance coverage during the term of the Agreement. The Subcontractor shall furnish the City's Risk Manager, at 2300 Civic Center Place, Miramar, Florida 33025, with certificates of insurance and all required endorsements indicating that insurance coverage has been obtained and meets the requirements below:

- a) Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The City **must**

be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.

b) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$1,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).

c) Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.

d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Subcontractor.

e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

20.2 This Agreement shall not be deemed approved until the Subcontractor has obtained all insurance requirements under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall be named as the certificate holder and an additional insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an additional insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Subcontractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

20.3 Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Subcontractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required. All policies of insurance so required to be purchased and maintained shall contain a provision of endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 21

INDEPENDENT CONTRACTOR

Subcontractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. The Subcontractor will be responsible for planning all the work without the assistance of City staff. Accordingly, Subcontractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded, classified or unclassified, employees of the City. Subcontractor further understands that Florida Workers' Compensation benefits

available to employees of the City are not available to Subcontractor, and agrees to provide workers' compensation insurance for any employee or agent of Subcontractor rendering Services to the City under this Agreement.

ARTICLE 22
REAFFIRMATION OF REPRESENTATIONS

Subcontractor reaffirms all of the representations contained in the Solicitation documents and previously made in all Contract Documents.

ARTICLE 23
NONDISCRIMINATION

Subcontractor represents and warrants to the City that Subcontractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Subcontractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Subcontractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 24
COSTS AND ATTORNEY FEES

If either City or Subcontractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

ARTICLE 25
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 26
WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 27
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 28
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO SUBCONTRACTOR:

ATTN: Stephano Medrano
President
STHC Restoration, LLC.
12941 NW 2nd Street #107
Pembroke Pines, FL 33028
Telephone: (407) 412-8965
Fax: ()
Email: sthcrestorationllc@gmail.com

TO CITY OF MIRAMAR:

ATTN: Vernon E. Hargray,
City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672
Email: vhargray@miramarfl.gov

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Ft. Lauderdale, FL 33311
Tel: 954-768-9770
Fax: 954-768-9790
Email: miramarcityattorney@apnwplaw.com

ARTICLE 29
CITY'S OWN FORCES

29.1 The City reserves the right to perform operations related to the Project with

the City's own forces, and to award contracts in connection with the Project which are not part of the Subcontractor's responsibilities under this Agreement.

29.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Subcontractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Subcontractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 30 **LIMITATION OF LIABILITY**

30.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Subcontractor herein, less any sums paid by the City. Subcontractor hereby expresses its willingness to enter into this Agreement with Subcontractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Subcontractor herein, less any sums paid by the City.

30.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Subcontractor agrees that the City shall not be liable to Subcontractor for damages in an amount in excess of the fee paid to the Subcontractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

30.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 31 **THIRD PARTY BENEFICIARY**

It is specifically agreed to between the City and Subcontractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 32
WARRANTY AND GUARANTEE

Subcontractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one-year warranty period, Subcontractor will formally assign to the City all extended and special warranties given by Subcontractor, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor and Suppliers of the assignments.

ARTICLE 33
HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Subcontractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 34
SEVERABILITY

34.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

34.2 City and Subcontractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

ARTICLE 35
SCRUTINIZED COMPANIES

35.1 Subcontractor certifies that it and its employees are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Subcontractor or its employees are found to have submitted a false certification; or if the Subcontractor, or its employees are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

35.2 If this Agreement is for more than one million dollars, the Subcontractor certifies that it and its employees are also not on the Scrutinized Companies with

Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Subcontractor, its affiliates, or its agents are found to have submitted a false certification; or if the Subcontractor, its affiliates, or its agents are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

35.3 The Subcontractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

35.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 36

CONFLICT-OF-INTEREST

36.1 To avoid any conflicts of interest, or any appearance thereof, Subcontractor, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Subcontractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any employees or agents utilized by Subcontractor in completion of the Work tasks under this Agreement.

36.2 Furthermore, Subcontractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to Subcontractor, except as fully disclosed and approved by the City. Subcontractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Subcontractor or its employees must be disclosed in writing to the City.

ARTICLE 37

VENUE AND JURISDICTION

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 38
SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

ARTICLE 39
E-VERIFY PROGRAM

In accordance with Florida Statutes §448.095, the Subcontractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Subcontractor will not hire any employee who has not been vetted through E-Verify. The Subcontractor may not subcontract any work for the City to any vendor/contractor that has not provided an affidavit stating that the vendor/contractor does not employ, contract with or subcontract with an unauthorized alien."

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ARTICLE 40
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CITY OF MIRAMAR:

By: _____
City Manager
Vernon E. Hargray

This ____ day of _____, 2021.

STHC RESTORATION, LLC.:

By: _____
President
Stephano Medrano

Date: 06/16/2021

ATTEST:

Denise A. Gibbs, City Clerk

Corporate Seal

Approved as to form and legal sufficiency for
the use of and reliance by the City of Miramar,
Florida only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)
COUNTY OF Broward) ss:

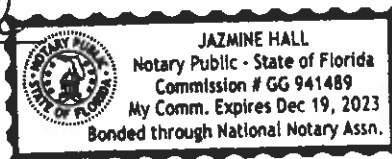
I, the undersigned, hereby duly sworn, depose and say that no portion of the proposal amount herein will be paid to any employees of the City of Miramar or its elected officials, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

DATED: JUNE 16 2021 BY: (Signature)
NAME: STEFANO MEDRANO.
(Print)
TITLE: CEO.

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

SWORN TO AND SUBSCRIBED before me this 16 day of June, 2021, by Stefano Alejandro Medrano Cardano, who is personally known to me _____ or has produced M365-781-85-336-0 as identification.

Jasmine Hall
Notary Public
State of Florida at Large



My commission expires: _____

END OF DOCUMENT

PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES:

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF MIAMI
by STEFANO MEDRANO
for STHC RESTORATION LLC

whose business address is 12941 NW 2ND ST
HEMBROKE PINES FL 33018

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-1415132

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal Law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 283.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes means:
- a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies).

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

DATED: JUNE 16 2021

BY: _____

(Signature)

NAME: STEFANO MEDRANO

(Print)

TITLE: CEO

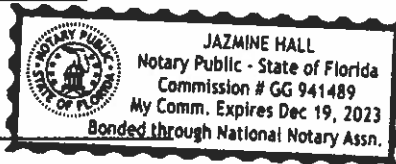
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 16th day of June, 2021, by Stefano Alejandro Medrano Cadamo who is personally known to me ✓ or has produced M365-781-85-336-0 as identification.

Jasmine Hall
Notary Public

State of Florida at Large

My commission expires: _____



END OF DOCUMENT

DRUG FREE WORKPLACE (Tie Bid Form)
FLORIDA STATE STATUTE SECTION 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality and services, and are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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



Bidder's Signature

JUNE 16 2021

Date

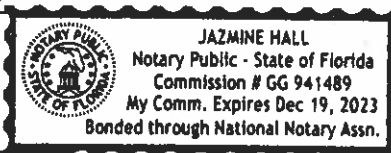
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 16th day of June, 2021, by Stefano Alejandro Medrano Cadano, who is personally known to me _____ or has produced M365-781-85-336-0 as identification.

Jazmine Hall

Notary Public
State of Florida at Large

My commission expires: _____



END OF DOCUMENT

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

DATED: JUNE 16 2021. BY: [Signature]
(Signature)
NAME: STEFANO MEDRANO.
(Print)
TITLE: CEO.

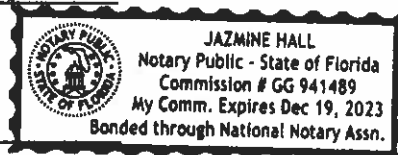
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 16th day of June, 2021, by Stefano Alejandro Medrano Cadam who is personally known to me or has produced M365-781-85-3360 as identification.

Jazmine Hall

Notary Public
State of Florida at Large

My commission expires: _____



END OF DOCUMENT

Request for Taxpayer Identification Number and Certification

Give form to the
requestor. Do not
send to the IRS.

Print or type. See specific instructions on page 2.

Name	
Business name, if different from above STHC RESTORATION LLC.	
Check appropriate box: <input type="checkbox"/> Individual Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) 12941 NW 2ND ST APT 107.	Requester's name and address (optional) City of Miramar
City, state, and ZIP code DON B NO KE PINES, FL 33027.	2300 Civic Center Place
Has account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
021-1418132

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. person (including a U.S. resident alien).

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 on page 4.)

Sign
Here

Signature of
U.S. person

Date

06/16/2021.

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct for you are waiting for a number to be issued;
- Certify that you are not subject to backup withholding; or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.

Attachment 'A'

STHC Restoration LLC

12941 NW 2ND ST 107
Pembroke Pines, FL 33028

Scope of Services Request:

Date: 4/29/21

STHC Restoration will modify and fabricate fully functional VIP, Food and Beverage, Restroom, Refrigerator and Freezer containers as drawn and notated in the construction documents as provided by the architect of record for the Modified Shipping Container Project.

The following Price Quotation is provided for the fabrication work to be performed on the seven (7) Food/Beverage shipping containers, two (2) VIP shipping containers, two (2) restroom containers, one (1) Frig container and one (1) Freezer container.

QUOTATION FOR:

City of Miramar

Attn.: Robert H. Rose - Project Manager

CONTAINER TYPE -

VIP Lounge Containers

Item	Description	QTY	U/M	Cost P/U \$	Sub-Totals \$
1	Install Double Door 72"x96" 8 hinges push-pull	1	UN	885.12	885.12
2	Install Front Window 360"x100"	1	UN	4,610.00	4,610.00
3	Install Framing and Insulation	1	UN	5,772.00	5,772.00
4	Wall Panels	1	UN	4,336.00	4,336.00
5	Stairs Section (floor and roof construction) Include Materials	1	UN	13,800.00	13,800.00
6	Apply Epoxy 40'	1	UN	2,840.00	2,840.00
7	Exterior Paint 40'	1	UN	1,500.00	1,500.00
8	Materials, Supplies and Consumables	1	LS	28,677.72	28,677.72
9	H/C Chair Lift	1	UN	15,000.00	15,000.00
10	BARD A/C Units	2	UN	2,800.00	5,600.00
11	H/C Ramps and Railings	1	UN	2,200.00	2,200.00
12	Schlage Everest Primus Lock Sets	1	UN	614.80	614.80
13	Rain Leaders and Drainage Scuppers	1	UN	1,800.00	1,800.00
14	<i>This deduction will be directly to my labor</i>			-2,000.00	-2,000.00
VIP LOUNGE TOTAL					85,635.64

x 1 = \$ 85,635.64

CONTAINER TYPE - Refrigerator and

Freezer

Item	Description	QTY	U/M	Cost P/U \$	Sub-Totals \$
1	Refrigerator Unit 10ft : Cooler Uni 2.5HP	1	UN	14,000.00	14,000.00
2	Refrigerator Unit 10ft new complete: Thermo King -40f -86 Refrigerant: R452a / 460vths, 3 phase	1	UN	14,000.00	14,000.00
FRIG/FREEZER TOTAL					28,000.00

x 1 = \$ 28,000.00

(continued from previous page)

CONTAINER TYPE - Food and Beverage Containers

Item	Description	QTY	U/M	Cost P/U \$	Sub-Totals \$
1	Install Door 37 1/2" x 96"	1	UN	461.00	461.00
2	Framing and Insulation	1	UN	2,688.00	2,688.00
3	Wall Panels .030" FRP laminated to 3/8" 4x8'	1	UN	1,870.00	1,870.00
4	Materials, Supplies and Consumables	1	LS	7,404.27	7,404.27
5	Plumbing include materials	1	LS	3,300.00	3,300.00
6	Apply Epoxy 20'	1	UN	1,240.00	1,240.00
7	Exterior Paint 20'	1	UN	680.00	680.00
8	Install Bars and Finished Windows	2	UN	850.00	1,700.00
9	Install Robber on Frame Windows	2	UN	95.00	190.00
10	Replace Gas Spring	2	PER	95.00	190.00
This deduction will be directly to my labor				-2000.00	-2000.00
FOOD/BEVERAGE TOTAL					17,723.27

x 7 = \$ 124,062.89

Container Type: - Restroom Containers

Item	Description	QTY	U/M	Cost P/U \$	Sub-Totals \$
1	Install bards unit A/C (2 20ft containers)	1	UN	461.00	3,200.00
2	Exterior Paint 2 units 20ft	1	UN	1,870.00	1,360.00
TOTAL					4,560.00

x 1 = \$ 4,560.00

TOTAL FOR FABRICATION

\$ 242,258.53

Contingency Allowance (Any unused portion of contingency allowance will be credited back to the City)

\$ 15,000.00

Permit Fee(s) Allowance (Any unused portion of permit fees allowance will be credited back to the City)

\$ 8,000.00

Payment and Performance Bond and Insurances Allowance (Any unused portion of Payment/Performance Bond/Insurances allowance will be credited back to the City)

\$ 11,000.00

GRAND TOTAL

\$ 276,258.53

Total Cost of Construction + Construction Contingency Allowance Amount:

(Write out the Figure)

STEFANO.

Sign your name

Date

May 26 2021.

STEFANO MEDRANO.

Print your name