

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

Meeting Date: September 29, 2021

Presenter's Name and Title: Aubrey Boyd, Operations Manager, on behalf of the Parks and Recreation Department and Alicia Ayum, Director, on behalf of the Procurement Department

Prepared By: Anicia Browning Thomas

Temp. Reso. Number: 7475

Item Description: Temp. Reso. No. 7475, AWARDED INVITATION FOR BID NO. 21-018, ENTITLED "ANSIN SHADE STRUCTURE - SOUTHSIDE" TO BOROMEI CONSTRUCTION, INC., FOR THE CONSTRUCTION OF FABRIC CANOPY SHADE STRUCTURES FOR THE ANSIN SPORTS COMPLEX IN AN AMOUNT NOT-TO-EXCEED \$431,845. *(Parks and Recreation Operations Manager, Aubrey Boyd 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: Funds in the amount not-to-exceed \$431,845 for this project is available in CIP Project 51005, Ansin Sports Complex – Phase II Construction Account # 387-53-802-572-000-606510-51005.

Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR 7475
 - Exhibit A: Agreement with Exhibits A & B
- Attachment(s)
 - Attachment 1: IFB No. 21-018 Bid Tab
 - Attachment 2: Shade Structure drawing



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM:  Vernon E. Hargray, City Manager 

BY: Aubrey Boyd, Operations Manager

DATE: September 23, 2021

RE: Temp. Reso. No. 7475, awarding invitation for Bid No. 21-018, entitled "Ansin Sports Complex Shade Structure – Southside" to Boromei Construction, Inc., for the construction of Fabric Canopy Shade Structures for the Ansin Sports Complex

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7475, awarding Invitation for Bid No. 21-018 "Ansin Shade Structure – South Side" (the "IFB"), to Boromei Construction, Inc., ("Boromei") in an amount not-to-exceed \$431,845.

ISSUE: Section 2-412(a)(1) of the City Code requires that all commodities or services provided by a single vendor in excess of \$75,000 be formally approved by the City Commission.

BACKGROUND: Ansin is a 24-acre state-of-art sports complex that was built in 2008. It is comprised of an FTX Mondo running track and a 9,000 square foot Community Center. Fabric canopy shade structures are necessary to cover the north and south side bleachers of Ansin, which will provide an enhanced facility to attract more events and revenues for the City.

DISCUSSION: On May 10, 2021, the Procurement Department advertised Invitation for Bid No. 21-018, entitled "Ansin Sports Complex Shade Structure – Southside" on Demandstar and in a newspaper of general circulation. A pre-bid and site visit was conducted on June 6, 2021. On June 17, 2021, the date the bids were due, the City received five bid responses. City staff evaluated the bids and the bidders' references and determined that Boromei was the lowest, responsive, and responsible bidder for the IFB with an amount not to exceed \$431,845.

ANALYSIS: Funding is allocated in Fiscal Year 2022 under the Parks & Recreation Department.

Temp. Reso. No. 7475
8/26/21
9/22/21

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AWARDED INVITATION FOR BID NO. 21-018 ENTITLED "ANSIN SPORTS COMPLEX-SHADE STRUCTURE - SOUTHSIDE" TO BOROMEI, INC., FOR THE CONSTRUCTION OF FABRIC CANOPY SHADE STRUCTURES FOR THE ANSIN SPORTS COMPLEX IN AN AMOUNT NOT-TO-EXCEED \$431,845; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Ansin Sports Complex ("Ansin") is a 24-acre state-of-the-art sports complex built in 2008 that contains an FTX Mondo running track and a 9,000 square foot Community Center; and

WHEREAS, fabric canopy shade structures are necessary to cover the north and south side bleachers of Ansin, which will provide an enhanced facility to attract more events and revenues for the City; and

WHEREAS, on May 10, 2021, the Procurement Department advertised Invitation for Bid No. 21-018, entitled "Ansin Sports Complex Shade Structure - Southside" on Demandstar and in a newspaper of general circulation; and

WHEREAS, on June 17, 2021, the date the bids were due, the City received five bids; and

Reso. No. _____

Temp. Reso. No. 7475
8/26/21
9/22/21

WHEREAS, staff evaluated the bids and the bidders' references and determined that Boromei's bid was the lowest responsive and responsible bidder for the IFB with an amount of \$431,845; and

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

WHEREAS, the City Manager recommends approval of the award of IFB No. 21-018 entitled "Ansin Sports Complex- Shade Structure Southside" to Boromei Construction, Inc., the lowest responsive responsible bidder in an amount not-to-exceed \$431,845; and

WHEREAS, the City Commission deems it in the best interest of the residents and citizens of the City of Miramar to approve the award of IFB No. 21-018 entitled "Ansin Sports Complex – Shade Structure Southside" to Boromei Construction, Inc., the lowest responsive and responsible bidder in an amount not-to-exceed \$431,845 and authorizes the City Manager to execute the appropriate agreement.

**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 hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2: That the City Commission approves the award of the Invitation for Bid No. 21-018 entitled, “Ansin Sports Complex – Shade Structure Southside” to Boromei Construction, Inc., in an amount not-to-exceed \$431,845.

Section 3: That the City Manager is authorized to execute the Agreement with Boromei Construction, Inc., in the amount of \$431,845, in substantial conformity with Exhibit “A” attached hereto, together with such non-substantial changes deemed necessary by 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 in order to carry out the aims of this Resolution.

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

Temp. Reso. No. 7475
8/26/21
9/22/21

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



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
BOROMEI CONSTRUCTION, INC.
FOR
THE ANSIN SPORTS COMPLEX SHADE STRUCTURES (SOUTH SIDE)
IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the "Agreement") is entered into and dated [REDACTED], 2021, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and BOROMEI CONSTRUCTION, INC. (the "Contractor"), a Florida corporation whose address is 420B NW 3rd Street, Okeechobee, Florida 34972.

WITNESSED:

WHEREAS, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of Invitation to Bids No. 21-018 (the "IFB"), entitled "Ansin Sports Complex Shade Structures - South Side" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; and

WHEREAS, the City intends to contract for the Services related to the Work and desires to engage the services of Contractor for this purpose; and

WHEREAS, the Contractor desires to contract with the City to provide the Services as set forth in the IFB the terms of which are incorporated and made a part hereof, including all definitions set forth therein.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

**ARTICLE 1
DEFINITIONS**

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2

WORK

The Work includes but is not limited to the construction of a fabric canopy shade structure for the Ansin Sports Complex in Miramar, Florida. The selected contractor will furnish all labor, materials, tools, equipment, machinery, incidentals and service necessary for the construction of the structure which will include, but is not limited to, the provision of signed and sealed engineered drawing documents; building permits; technical specifications (as required); internal department review (DRC and CAB reviews and approval); and permitting (any associated building department requested drawing revisions and re-submittals, etc.). and any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A"**.

ARTICLE 3

CONTRACT TIME

3.1 Time is of the essence in the performance of the Work under this Agreement. The Work shall be substantially complete within 130 Calendar Days after the Notice to Proceed is issued, and shall be closed out for full acceptance within 130 Calendar Days after the Notice to Proceed is issued. Ten weather Days or rain Days are included within the overall Contract time of 130 Calendar Days. However, the Contractor's Project schedule shall provide for 10 inclement weather delay Days during the interval from the Notice to Proceed until Substantial Completion; e.g., a schedule that demonstrates that all actual Work will be underway and substantially completed within 130 Calendar Days. If the Contractor elects to delay the start of the Project (utilizing any of the allowable 10 Days after issuance of the Notice to Proceed set forth in Article 3 of the Agreement), then the schedule shall reflect the actual start date and the 130 Calendar Days to complete the Work must be reduced accordingly.

ARTICLE 4

CONTRACTOR AND CITY'S RELATIONSHIP

4.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor'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.

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

- A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and 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 Contractor's Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, 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.

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

ARTICLE 5

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 6

LIQUIDATED DAMAGES

City and the Contractor 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 Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$1000 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7

CONTRACT PRICE

City shall pay Contractor Four Hundred Thirty-One Thousand Eight Hundred Forty-Five Dollars \$(431,845.00) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

ARTICLE 8

PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with the General Terms and Conditions. Applications for Payment will be processed by the Engineer as provided in the General Terms and Conditions.

ARTICLE 9

INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, the Engineer, and 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 and/or the Engineer. Such indemnification by the Contractor shall include but not be limited to the following:

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, 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 Contractor, its employees, or agents;
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer;
- 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 Contractor, its employees, or agents;
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, 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 Contractor, its employees or agents;
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

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

9.3 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 Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

9.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total Bid Price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

9.5 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 10 **TERMINATION**

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor 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 of the Contract Documents;
- C.** Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions;
- D.** Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents;
- E.** Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or
- F.** Fail in any other material way to comply with the requirements of the Contract Documents.

10.1.1 If the Contractor 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.

10.1.2 In the event the Agreement is terminated for Contractor'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 Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives

any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 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 Contractor 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 Contract Documents.

ARTICLE 11 **DEFAULT**

11.1 An event of default shall mean a breach of this Agreement by Contractor. 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. Contractor has not performed Services on a timely basis as set forth in the Project Schedule attached as, Exhibit "B";
- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- d. Contractor has become insolvent or has assigned the proceeds received for the benefit of Architect's creditors, or Architect has taken advantage of any insolvency statute or debtor/creditor law or, if Architect's affairs have been put in the hands of a receiver;
- e. Contractor has failed to obtain the approval of City where required by this Agreement;
- f. Contractor has failed in the honoring of any warranties; or
- g. Contractor 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.

11.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation

will only be due for any completed professional Services, minus any damages pursuant to Article 10.2. In the event payment has been made for such professional Services not completed, Contractor 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 11.2.

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

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount actually expended by City, including procurement and administrative costs.

11.4 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 12

DELIVERY OF MATERIALS

12.1 Upon receipt of notice of termination under Articles 10 or 11 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor 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.

12.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 13

CONTRACT DOCUMENTS

13.1 The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement, including amendments hereto and the following:

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

13.2 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 14 **ASSIGNMENT**

No assignment by the Contractor 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 15 **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

Contractor 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 Contractor and all Subcontractors 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 Contractor.

ARTICLE 16 **AUDIT AND INSPECTION RIGHTS**

16.1 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 Contractor that are related to Contractor's performance under this Agreement. Contractor 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.

16.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement.

Contractor 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.

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

ARTICLE 17 **NON-SOLICITATION**

Contractor 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 18 **PUBLIC RECORDS**

18.1 The Contractor shall comply with The Florida Public Records Act as follows:

- 18.1.1** Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- 18.1.2** 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.
- 18.1.3** 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.
- 18.1.4** 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 Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor 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 Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

18.1.5 The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

18.1.6 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'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.

18.1.7 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 Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 19

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

19.1 Contractor 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. Contractor agrees to comply with and observe all applicable Laws, codes and ordinance as they may be amended from time to time.

19.2 The Contractor 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 Contractor 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.

19.3 The knowing employment by Contractor or its Subcontractors or Subconsultants 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 20

CERTIFICATE OF COMPETENCY

Contractor shall, at the time of executing this Agreement, 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 Contractor to perform the Work.

If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Contractor, and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 21 **INSURANCE**

21.1 Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of the Agreement. The Contractor 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 Contractor.
- 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.

21.2 This Agreement shall not be deemed approved until the Contractor 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 Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

21.3 Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor'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 22

INDEPENDENT CONTRACTOR

Contractor 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 Contractor will be responsible for planning all the work without the assistance of City staff. Accordingly, Contractor 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. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 23

REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 24

NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor'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. Contractor 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 25
COSTS AND ATTORNEY FEES

If either City or Contractor 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 26
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 27
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 28
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 29
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 BOROMEI CONSTRUCTION, INC.:

ATTN: Danny L. Boromei Jr.
President
BOROMEI CONSTRUCTION, INC.
881 SW 128th Avenue
Okeechobee, Florida 34974
Telephone: (863) 623-4314
Fax: (863) 763-6337
Email: danny@boromeiconstruction.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 30
CITY'S OWN FORCES

30.1 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 Contractor's responsibilities under this Agreement.

30.2 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 Contractor'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 Contractor 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 31
LIMITATION OF LIABILITY

31.1 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 Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

31.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor 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.

31.3 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 32 **THIRD PARTY BENEFICIARY**

It is specifically agreed to between the City and Contractor 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 33 **WARRANTY AND GUARANTEE**

Contractor 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, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

ARTICLE 34 **HEADINGS AND INTERPRETATION**

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor 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 35 **SEVERABILITY**

35.1 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.

35.2 City and Contractor 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 36 **SCRUTINIZED COMPANIES**

36.1 Contractor certifies that it and its subcontractors 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 Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

36.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors 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 Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors 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.

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

36.4 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 37 **CONFLICT-OF-INTEREST**

37.1 To avoid any conflicts of interest, or any appearance thereof, Contractor, 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, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subconsultants utilized by Contractor in completion of the Work tasks under this Agreement.

37.2 Furthermore, Contractor 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 Contractor, except as fully disclosed and approved by the City. Contractor 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 Contractor or its employees must be disclosed in writing to the City.

ARTICLE 38

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 39

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 40

E-VERIFY PROGRAM

In accordance with Florida Statutes §448.095, the Contractor, 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 Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien."

ARTICLE 41
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

BOROMEI CONSTRUCTION, INC.:

By: _____
President
Danny L. Boromei, Jr.

This ____ day of _____, 2021.

Date: _____

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.




**ANSIN SHADE STRUCTURE - SOUTH SIDE
INVITATION FOR BIDS NO. 21-018
Bid Opening – JUNE 17, 2021**

| | COMPANY NAME | TOTAL BASE BID |
|---|---|----------------|
| 1 | BOROMEI CONSTRUCTION, INC. | \$431,845.00 |
| 2 | INDUSTRIAL SHADEPORTS, INC. | \$568,195.00 |
| 3 | LEGACY CONSTRUCTION SERVICES GROUP, INC., D/B/A PRO PLAYGROUNDS | \$599,999.00 |
| 4 | NAYSAC CORP. | \$435,000.00 |
| 5 | SHADE SYSTEMS, INC.* | \$255,953.00 |

NOTE: Offers listed from the Vendors herein are only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

*Indicates the lowest responsive, responsible Bidder.

SECTION 3 – BID FORMS
BID COVER SHEET – IFB #21-018

| | |
|---|---|
| BIDDER'S NAME (Name of Firm, Entity or Organization): Boromei Construction, Inc | |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER: 20-1321621 | |
| NAME AND TITLE OF BIDDER'S AUTHORIZED CONTACT PERSON: | |
| Name: Danny Boromei | Title: President |
| EMAIL ADDRESS: <u>danny@boromeiconstruction.com</u> | |
| MAILING ADDRESS: <u>420B NW 3rd St., Okeechobee, FL 34972</u> | |
| Street Address: <u>420B NW 3rd St.</u> | |
| City, State, Zip: <u>Okeechobee, FL 34972</u> | |
| TELEPHONE: (<u>863</u>) <u>623.4314</u> | FAX: (<u>863</u>) <u>763.6337</u> |
| BIDDER'S ORGANIZATION STRUCTURE: | |
| <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain): | |
| IF CORPORATION: | |
| Date Incorporated/Organized: <u>7.2.2004</u> | |
| State of Incorporation/Organization: <u>Florida</u> | |
| States registered in as foreign Corporation: <u>None</u> | |
| BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS: General Construction - Water Plants, Wastewater Plants, Stormwater, Pump Stations, Commercial and residential construction. | |
| LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT: <u>USA Shade & Fabric Structures</u> | |
| BIDDER'S AUTHORIZED SIGNATURE: (the undersigned hereby certifies that this Bid is submitted in response to the Solicitation) | |
| Signed by: <u></u> | Date: <u>6.17.2021</u> |
| Print name: <u>Danny Boromei</u> | Title: <u>President</u> |

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

BID TO: The City of Miramar
 2300 Civic Center Place
 Miramar, Florida 33025
 City Clerk's Office

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in this City of Miramar Bid No. IFB-21-018 to perform the Work as specified or indicated in the Solicitation entitled: "CITY OF MIRAMAR – "ANSIN SPORTS COMPLEX SHADE STRUCTURES (SOUTH SIDE)."

2. Bidder accepts all of the terms and conditions of the Solicitation and Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders dealing with the disposition of the Bid Security. The contact person for this Bid is Brenda Martin, who can be reached at (954) 602-3311.

3. This Bid will remain open for the period stated in the "Notice Inviting Bids", unless otherwise required by Law. Bidder will enter into a Contract within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders", and will furnish the insurance certificates and endorsements, Payment Bond and Performance Bond required by the Solicitation and Contract Documents prior to Bid Award and within the time frame indicated by the City.

4. Bidder has examined copies of all the Solicitation Documents, including the following Addenda (receipt of all of which is hereby acknowledged):

| | | | |
|--------|-----------------------------|------|-----------------------------|
| Number | <u>1</u> | Date | <u>6.1.2021</u> |
| | <u>2</u> | | <u>6.9.2021</u> |
| | <u>3</u> | | <u>6.10.2021</u> |
| | <u> </u> | | <u> </u> |

5. Bidder has familiarized itself with the nature and extent of the Solicitation and Contract Documents; Work, site, and locality where the Work is to be performed; applicable Laws and Regulations; and the conditions affecting cost, progress or performance of the Work, and has made such independent investigations as Bidder deems necessary.

6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

To all the foregoing, and including all Bid Schedule(s) and information required of Bidder contained in this Bid Form, Bidder further agrees to complete the Work required under the Solicitation and Contract Documents within the Contract Time stipulated in the Solicitation and Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

All representations made by Bidder in this Bid are made under penalty of perjury.

DATED: 6.17.2021 BIDDER: Boromei Construction, Inc
BY: *Danny Boromei*
(Signature)
TITLE: President

STATE OF FLORIDA)
) ss:
COUNTY OF ~~BROWARD~~)

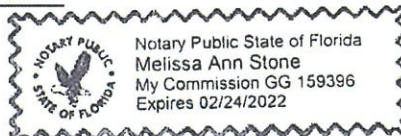
Okechore

SWORN TO AND SUBSCRIBED before me this 17th day of June, 2021, by
Danny Boromei, who is personally known to me X or has produced
_____ as identification.

Melissa Ann Stone

Notary Public
State of Florida at Large

My commission expires: _____



END OF DOCUMENT

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

1

6.1.2021

2

6.9.2021

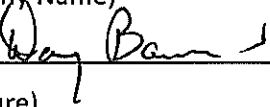
3

6.10.2021

BIDDER:

Boromei Construction, Inc

(Company Name)



(Signature)

Danny Boromei, President

(Printed Name and Title)

END OF DOCUMENT

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

CITY OF MIRAMAR
ANSIN SPORTS COMPLEX SHADE STRUCTURES- SOUTH SIDE
IFB NO. 21-018
BID FORM SUMMARY

Fabric Canopy Shade Structure Scope and Services (South Side):

- Insurance
- Signed and Sealed Engineered Drawing Documents
- Technical Specifications (as required)
- Permitting (any associated building department requested drawing revisions and re-submittals, etc.)

Construction Services:

- General Requirements
- Materials & Labor; Tools & Equipment
- Hoisting and Rigging
- Protection and Safety
- Cleaning and Debris Removal
- Project Administration / Management / Supervision
- Temporary Utilities (power, water, electrical)
- Temporary Facilities (as required)
- Payment and Performance Bonds

Site Work

- Surveying / Layout
- Site/Foundation Preparation (auguring, excavation, clearing & grubbing, etc.)
- Debris and Removal of Spoils
- Concrete
- Structural Foundation Supports
- Bleacher disassembly and reassemble (as required)
- Fence removal and reinstallation
- Steel Reinforcing (as required)
- Anchoring / Base Plates / Bolts/Fasteners, etc.

Misc. Metals

- Structural Support Members (as required)
- (1 each - 261'-0" L x 37'-0" W x 24' -0" H) Fabric Canopy Shade Structure w/ UV resistant woven fabric; structural steel framing system; and concrete foundation (as required)
- (5) Fabric Canopy Shade Covers
- (12) Steel Columns (Powder coated in a color to be advised by the City at time of order)

- BASE BID AMOUNT: Four hundred thirty one thousand eight hundred
(Write Amount in Figures) Forty five dollars
- BASE BID AMOUNT: 431,845.00
(Write Amount in Words)

AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, Florida Statutes Section 553.60-.64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

Bidder acknowledges that the purpose of the Bid Worksheet is for Bid balancing comparisons and use as a unit price for potential add/delete items. These worksheets must be completed in their entirety and returned together with the sealed Bids in order for the Bid to be deemed complete, responsive and accepted by the City.

Bidder acknowledges that the units that are listed may not be a complete list of units and are provided by the City for informational purposes only. Bidder further acknowledges that the Project shall be completed for the total Lump Sum Project Bid based on the Contract Documents and Technical Special Provisions unless otherwise modified in writing via a formal Contract Amendment and/or Change Order (if any).

Bidder acknowledges that the Bid Worksheet in no way includes all the specific items found in the Contract Documents and Technical Special Provisions, nor represent all the parts of the Project required by this Contract.

Project/Development Name: CITY OF MIRAMAR- "ANSIN SPORTS COMPLEX SHADE STRUCTURES"
IFB-21-018

Contractor Company Name: Boromei Construction, Inc

Contractor Acknowledgement Danny Boromei, President

Print Name/Title



Signature

Date: 6.17.2021

END OF DOCUMENT

Form 300-6

INFORMATION REQUIRED OF BIDDER

LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and the location of the place of business of each Subcontractor who will perform Work or labor or render Services to the Contractor in or for the construction of the Work or improvement, or a Subcontractor licensed by the state who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the Contractor's total base Bid price. The Bidder shall also list below the portion of the Work which will be done by each Subcontractor under the Contract. The Contractor shall list only one Subcontractor for each portion as is defined by the Contractor in its Bid.

| <u>Work to be Performed</u> | <u>Subcontract or License Number</u> | <u>Percent of Total Contract</u> | <u>Subcontractor's Name and Address</u> |
|--|--|--------------------------------------|---|
| 1. <u>Furnish + Install</u> <u>Shade Structures</u> | | <u>50%</u> | <u>USA Shade &</u> <u>Fabric Structures</u> <u>2580 Esters Blvd</u> <u>DFW Airport, TX</u> |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |

Note: Attach additional sheets if required.

END OF DOCUMENT

NAMED EQUIPMENT / MATERIAL SUPPLIER LIST:

The Contract Documents are based upon the equipment or products available from the Suppliers listed below. Provisions are made in the Contract Documents for alternate Suppliers in certain instances whose equipment or products may be deemed equivalent in quality. However, the Bidder must indicate in its Bid which named Supplier the Bidder intends to use (in the event an alternate is not accepted) for each item of Equipment/Material listed on this form by circling one of the listed Suppliers below for each type of Equipment/Material noted. Should a Bidder fail to circle a named item in any category, it agrees to furnish the first Supplier listed (denoted by the letter "A"). Should a Bidder circle more than one named item in any category, it agrees to furnish the first circled Supplier.

In addition, where noted on the list, the Bidder must provide a price for the Equipment/Material circled exclusive of installation cost. The value referenced is included in the Total Base Bid Price.

Where "or equal" is specified in this Solicitation, the Bidder may write in the proposed "or equal" Supplier name in the "OR EQUAL" SUPPLIER/MATERIAL SUPPLIER LIST, but it must nevertheless also circle one of the listed Suppliers below.

If the proposed "or equal" Supplier is not accepted by the Engineer, the Bidder must furnish the circled Supplier as noted above.

Equipment/Material Item

Supplier

None

A. _____

B. _____

A. _____

B. _____

A. _____

B. _____

END OF DOCUMENT

"OR EQUAL" SUPPLIER / MATERIAL SUPPLIER LIST:

The Bidder proposes the following "or equal" Suppliers for the equipment or Material categories so identified:

| Equipment or Material Item | Specification Section | Alternate Supplier (list one only per item) |
|-------------------------------|-----------------------|--|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |

The acceptance of equipment or Materials by the proposed "or equal" Suppliers shall be at the sole discretion of the City based on the SUBSTITUTES OR "OR EQUAL" ITEMS requirements of the General Conditions. Note that only one "or equal" Supplier may be proposed per equipment or Material Item. In the event that the single proposed "or equal" item is not ultimately accepted by the City, the Contractor shall furnish the named equipment/Material per the NAMED EQUIPMENT/MATERIAL SUPPLIER LIST.

END OF DOCUMENT



Notification and Acknowledgement of Waste Management Service


The Contractor is hereby notified that Waste Pro is the City's official waste management provider and must be used for all waste disposal activities related to this Project, (if applicable). For assistance, call (954) 967-4200.

Project/Development Name:

**CITY OF MIRAMAR- "ANSIN SPORTS COMPLEX SHADE
STRUCTURES (SOUTH SIDE)" IFB-21-018**

Contractor Company Name: Boromei Construction, Inc

Contractor Acknowledgement Danny Boromei, President
Print Name/Title


Signature

Date: 6.17.2021

END OF DOCUMENT

BIDDER'S GENERAL INFORMATION:

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, 6, 7 or 8 will result in the Bid being deemed "Non-Responsive" and may cause its rejection. No award will be made until all of the Bidder's General Information (i.e., items 1 through 8, inclusive) is delivered to the City.

- (1) CONTRACTOR'S name and address:
Boromei Construction, Inc 420B NW 3rd St., Okeechobee, FL 34972
- (2) CONTRACTOR'S telephone number: 863.623.4314
- (3) CONTRACTOR'S license: Primary classification: General Contractor
State License No. and Expiration Date: CGC1508299 8.31.2022
Supplemental classification held, if any: _____
Name of Licensee, if different from (1) above: Danny Lowry Boromei
- (4) Name of person who inspected site of proposed Work for your firm:
Name: Chris Rossi Date of Inspection: 6.8.2021
- (5) Name, address, and telephone number of surety company and agent who will provide the required Bonds on this Contract: United States Fire Insurance Company 305
305 Madison Ave., Morristown, NJ 07960; 973.490.6600; Nielson, Hoover and Company 8000
8000 Governors Square Blvd., Miami Lakes, FL; 305.722.2663
- (6) **ATTACH TO THIS BID** the resume of the person who will be designated chief construction superintendent or on-site construction manager.
- (7) **ATTACH TO THIS BID** a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.
- (8) List recent projects completed involving work of similar type and complexity (use separate sheet if required):

| <u>Project Name</u> | <u>Contract Price and End Date</u> | <u>Name, address, email and phone number of Contact</u> |
|-------------------------|------------------------------------|---|
| <u>1. See attached.</u> | _____ | _____ |
| <u>2.</u> | _____ | _____ |
| <u>3.</u> | _____ | _____ |
| <u>4.</u> | _____ | _____ |

END OF DOCUMENT

BID BOND

STATE OF Florida)
) ss:
COUNTY OF Miami-Dade)

KNOW ALL MEN BY THESE PRESENTS that we,
Boromei Construction, Inc., as principal, and
United States Fire Insurance Company, as Surety, are held and firmly bound unto the
City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of
Five Percent of Bid Proposal Submitted Dollars (\$ 5%), lawful money of the United
States, for the payment of which sum well and truly to be made for "CITY OF MIRAMAR- "ANSIN
SPORTS COMPLEX SHADE STRUCTURES (SOUTH SIDE)" IFB-21-018", we bind ourselves, our
heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has
submitted the accompanying Bid, dated June 15,, 2021.

For:

Ansin Sports Complex Shade Structures (South Side) - IFB No. 21-018-0-2021

NOW, THEREFORE,

- (a) if said Bid shall be rejected, or
- (b) if said Bid shall be accepted and the Principal shall properly execute and deliver to City the appropriate Contract Documents, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void. Otherwise, it shall remain in force and in effect, being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of said Surety and/or its Bond shall in no way be impaired or affected by any extension of time within which the City may accept such Bid, and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this 15th day of June, 2021, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

Witness

(Individual or Partnership
Principal)

Witness

(Business Address)

(City, State, Zip)

(Business Phone)

ATTEST:

Melin Ston

Secretary

Boromei Construction, Inc.

(Corporate Principal)*

By

Danny Boromei

Danny Boromei, President
(Title)

ATTEST:

Olga Iglesias

Secretary Olga Iglesias

*Impress Corporate Seal

United States Fire Insurance Company

(Corporate Surety)*

By

Charles J. Nielson, Atty.-In-Fact



IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

END OF DOCUMENT

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402021

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 15 day of June 20

21

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)
) ss:
COUNTY OF Okeechobee)

I, the undersigned, hereby duly sworn, depose and say that no portion of the Bid 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 17, 2021

BY: 
(Signature)

NAME: Danny Boromei
(Print)

TITLE: President

STATE OF FLORIDA)
) ss:
COUNTY OF ~~BROWARD~~)
Okeechobee

SWORN TO AND SUBSCRIBED before me this 17th day of June, 2021, by Danny Boromei, who is personally known to me X or has produced _____ as identification.



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 Miramar
by Danny Boromei
for Boromei Construction, Inc
whose business address is 420-B NW 3rd St., Okeechobee, FL 34972

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-1321621

(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).

 X 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 17, 2021

BY:

Danny Boromei
(Signature)

NAME: Danny Boromei

(Print)

TITLE: President

STATE OF FLORIDA)
) ss:
COUNTY OF ~~BROWARD~~)

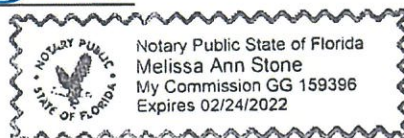
DeeChonee

SWORN TO AND SUBSCRIBED before me this 17th day of June, 2021, by
Danny Boromei, who is personally known to me X or has produced
_____ as identification.

Melissa Ann Stone

Notary Public
State of Florida at Large

My commission expires: _____



END OF DOCUMENT

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: CITY OF MIRAMAR- ANSIN SPORTS COMPLEX SHADE STRUCTURES
(SOUTH SIDE)

Project Number: City Bid No. IFB No. 21-018

Project Location: 10801 Miramar Boulevard, Miramar, FL 33027

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Miramar, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650, Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this Project's base Bid as shown on page 1 of this document.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard, Standard 29 C.F.R. s. 1926.650, Subpart P. I will comply with the Trench Safety Act, and I will design and provide safety systems at all trench excavations in excess of five feet in depth for this Project.
2. The estimated cost imposed by compliance with the Trench Safety Act will be:

N/A Dollars \$ N/A
(Written) (Figures)

3. The amount listed above has been included within the Base Bid as listed on this Proposal Form.

Certified: Boromei Construction, Inc
(Company Contractor)

By: *Danny Boromei*
(President/ Principal's Signature)

Danny Boromei, President
(President/ Principal's Type or Print Name)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

Okeechobee

SWORN TO AND SUBSCRIBED before me this 17th day of June, 2021, by
Danny Boromei, who is personally known to me X or has produced
_____ as identification.

Melissa C Stone

Notary Public
State of Florida at Large

My commission expires: _____



END OF DOCUMENT

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

Danny Boromei being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of Boromei Construction, Inc, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Signed, sealed and delivered
In the presence of:

Melina Stone
Witness
[Signature]
Witness

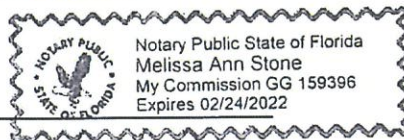
By: [Signature]
Danny Boromei
(Print Name)
President
(Title)

STATE OF FLORIDA)
) ss:
COUNTY OF ~~BROWARD~~)

Okechoku

SWORN TO AND SUBSCRIBED before me this 17th day of June, 2021, by
Danny Boromei, who is personally known to me X or has produced
_____ as identification.

Melina C Stone
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.

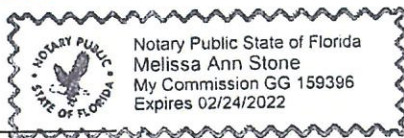

Bidder's Signature

Date _____

SWORN TO AND SUBSCRIBED before me this 17th day of June, 2021, by Danny Boromei, who is personally known to me X or has produced _____ as identification.

Melin C Storn

My commission expires:



Form 300-23

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: 6.17.2021

BY: 
(Signature)

NAME: Danny Boromei
(Print)

TITLE: President

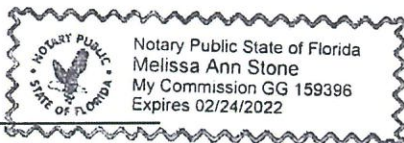
STATE OF FLORIDA)
) ss:
COUNTY OF ~~BROWARD~~)
 Okechobee

SWORN TO AND SUBSCRIBED before me this 17th day of June, 2021, by Danny Boromei, who is personally known to me X or has produced _____ as identification.



Notary Public
State of Florida at Large

My commission expires: _____



END OF DOCUMENT

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: Boromei Construction, Inc

Address: 420B NW 3rd St., Okeechobee, FL 34972

Phone No.: 863.623. 4314

Email Address: danny@boromeiconstruction.com

Contact Person (Regarding This Form): Danny Boromei

Type of Business (check the appropriate type):

- ☒ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
Business is claiming the CBE/SBE Preference; YES _____ NO X _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

- ☐ A firm that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity as a Florida Certified Business Enterprise (FCBE).
A copy of FCBE Certification must be attached to this form

Business is claiming local Business Preference YES _____ NO X _____
(Choose below as applicable)

- ☐ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.
Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.
- ☐ Business with a location within Miramar, is in compliance with all City licensing requirements and is current on all City taxes.
Attach a copy of a current Miramar Business Tax Receipt to this form.

END OF DOCUMENT

NIA

BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

The completed and signed form must be returned with the Vendor's submittal if the Vendor is claiming the Business Employing Miramar Residents preference.

Vendor: _____

Address: _____

Telephone Number: _____ E-Mail Address: _____

Solicitation No. and Title: _____

By signing below, I hereby certify that Vendor has _____ total employees (in the company's local workforce Broward and Miami-Dade Counties), of which _____ are full time equivalent Miramar residents.

Signature

Title

Date

Sworn to (or affirmed) and subscribed before me
by means of ☐ physical presence or ☐ online notarization,
this ____ day of _____, ____ (year), by _____.

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public)

My commission expires: _____ (SEAL)

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

END OF DOCUMENT

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name

Boromei Construction, Inc

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☒ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

420-B NW 3rd Street

City, state, and ZIP code

Okeechobee, FL 34972

List account number(s) here (optional)

Requester's name and address (optional)

City of Miramar

2300 Civic Center Place

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.

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

Social security number

_____|_____|_____|_____|_____|_____|

or

Employer identification number

2|0|1|3|2|1|6|2|1

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶

Melvin Stony Secretary

Date ▶ 6.17.2021

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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:

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

AGREEMENT CERTIFICATE (if Corporation)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the
Boromei Construction, Inc, hereinafter "the Corporation", existing under the laws of
the State of Florida, held on January 4, 2021, the following
resolution was passed and adopted: "BE IT RESOLVED THAT Danny Boromei (name),
as President (title) of the Corporation, be and is hereby authorized to
execute an Agreement by and between the Corporation and the City of Miramar, Florida and that
his/her execution thereof, attested to by the Secretary of the Corporation, and with the Corporate
Seal affixed, shall be the official act and deed of the Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
Corporation this 17th day of June, 2021.

Melin Ston
Secretary

(SEAL)



END OF DOCUMENT

REFERENCE QUESTIONNAIRE

Reference for Contractor: Boromei Construction, Inc
 Agency Giving Reference: City of Marco Island
 Person Giving Reference: Sonia Iszler
 Telephone: 239.389.3963
 E-Mail: siszler@cityofmarcoisland.com
 Name of Project Completed by Contractor: RWPF Bleach Structure
 What was the Dollar value of the Project: \$182,267.67
 What was the Completion Date of the Project: October 9, 2020

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

| Question | Rating | | | | |
|--|---|------|------|------|--------------|
| | Excellent | Good | Fair | Poor | Unacceptable |
| Did the contractor complete the project on time, in accordance with specifications? | | ✓ | | | |
| Did the contractor submit excessive change orders? If yes, how many? _____ | YES (NO) | | | | |
| How would you rate the firm's responsiveness on administrative and service issues? | | ✓ | | | |
| How would you rate the quality and experience of the firm's project manager and on-site personnel? | | ✓ | | | |
| Was this awarded under a competitive process? | YES | | | | |
| How would you rate the contractor's project management, including management of sub contractors? | | | ✓ | | |
| Would you use the contractor again? | (YES) NO | | | | |
| Overall, what would you rate their performance? | | ✓ | | | |

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: Sonia Iszler

Title: Project Manager

Print Name: *[Signature]*

Date: 6/16/2021

Additional Comments: _____

FAILURE TO RETURN THREE (3) REFERENCES
 MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

REFERENCE QUESTIONNAIRE

Reference for Contractor: Boromei Construction, Inc
 Agency Giving Reference: Charlotte County
 Person Giving Reference: Lacey Solomon
 Telephone: 941.613.3238
 E-Mail: lacey.solomon@charlottecountyfl.gov

Name of Project Completed by Contractor: Softball Dugout Renovations - Harold Ave Park

What was the Dollar value of the Project: \$244,929.97

What was the Completion Date of the Project: 1.23.2020

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

| Question | Rating | | | | |
|--|---|------|------|------|--------------|
| | Excellent | Good | Fair | Poor | Unacceptable |
| Did the contractor complete the project on time, in accordance with specifications? | X | | | | |
| Did the contractor submit excessive change orders? If yes, how many? _____ | YES NO | | | | |
| How would you rate the firm's responsiveness on administrative and service issues? | X | | | | |
| How would you rate the quality and experience of the firm's project manager and on-site personnel? | X | | | | |
| Was this awarded under a competitive process? | Yes | | | | |
| How would you rate the contractor's project management, including management of sub contractors? | X | | | | |
| Would you use the contractor again? | YES NO | | | | |
| Overall, what would you rate their performance? | X | | | | |

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: Lacey Solomon

Title: Project Coordinator

Print Name: Lacey Solomon

Date: 6/17/21

Additional Comments: _____

FAILURE TO RETURN THREE (3) REFERENCES
 MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

REFERENCE QUESTIONNAIRE

Reference for Contractor: Boromei Construction, Inc
 Agency Giving Reference: Close Construction, LLC
 Person Giving Reference: Chris Rossi
 Telephone: 863.467.0831
 E-Mail: chrisrossi@closeconstructionllc.com

Name of Project Completed by Contractor: Playground Shade Structure
 What was the Dollar value of the Project: \$113,961.00
 What was the Completion Date of the Project: October 11, 2017

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

| Question | Rating | | | | |
|--|-----------|------|------|------|--------------|
| | Excellent | Good | Fair | Poor | Unacceptable |
| Did the contractor complete the project on time, in accordance with specifications? | | ✓ | | | |
| Did the contractor submit excessive change orders? If yes, how many? <u>0</u> | YES | | NO | | |
| How would you rate the firm's responsiveness on administrative and service issues? | ✓ | | | | |
| How would you rate the quality and experience of the firm's project manager and on-site personnel? | | ✓ | | | |
| Was this awarded under a competitive process? | YES | | | | |
| How would you rate the contractor's project management, including management of sub contractors? | ✓ | | | | |
| Would you use the contractor again? | YES | | NO | | |
| Overall, what would you rate their performance? | | ✓ | | | |

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: _____

Title: Project Manager

Print Name: Chris Rossi

Date: 6.17.2021

Additional Comments:

The contractor was mindful of our timeline and met a tight schedule.

FAILURE TO RETURN THREE (3) REFERENCES
 MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"



Ron DeSantis, Governor

Halsey Beshears, 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

BOROMEI, DANNY LOWRY

BOROMEI CONSTRUCTION INC
881 SW 128TH AVE
OKEECHOBEE FL 34974

LICENSE NUMBER: CGC1508299

EXPIRATION DATE: AUGUST 31, 2022

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.



Boromei Construction



DANNY BOROMEI, President/ Project Manager

PROFESSIONAL LICENSES AND REGISTRATIONS

Certified General Contractor,
State of Florida, CGC 1508299

State of Florida Department of
Environmental Protection Qualified
Stormwater Management Inspector
Number: 20834

EDUCATION

High School Diploma Year Earned:
1985

Naval Aviation Academy Year
Earned: 1993

Continuing Education Courses in
Construction Industry Safety and
Management

CERTIFICATIONS

30-Hour OSHA Hazard Recognition
Training for the Construction Industry
– 2015

10-Hour OSHA Construction Safety
& Health

TECHNICAL COURSES

Florida Stormwater Regulations for
Contractors

Project Management Workshops

YEARS EXPERIENCE 25+

TECHNICAL EXPERTISE

Mr. Boromei has over 25 years of professional experience in construction, project management and quality control. Throughout his career he has demonstrated his skills in various roles including: Construction and Project Management, including Cost Control and Quality Assurance. Mr. Boromei's contributions have lead to the successful, safe and timely completion of our client projects.

EXPERIENCE HIGHLIGHTS - (Completed as President/Project Manager for Boromei Construction, Inc.)

- Stuart WWTP Electrical Room Hardening – Construction of a CMU building around an existing electrical room and installation of a metal roof. Replace metal roof on an existing metal building. Completed in May 2020
- Softball Dugout Renovations – Project Manager. Project included installation of sun shades, dugouts and electrical rooms at three softball fields located at Harold Avenue Park. Completed in January 2020.
- Toho Water Authority Purchasing Warehouse Pipe Storage Facility – Project Manager. Furnish and erect a prefabricated building along with associated site work. Completed in December 2019.
- City of Belle Glade Torry Island Sanitary Sewer Improvements – Project Manager. Installation of sanitary sewer, electrical and water service upgrades at campground. Completed September 2019.
- City of Clewiston Police Department Building Renovation – Project Manager. Renovations to one story building including selective demolition, drywall, ceiling tiles, painting, plumbing, HVAC and electric. Completed June 2019.
- Hardee County Wauchula Hills WWTP PTF Headworks Improvements – Project Manager. Install one headworks influent bar screen along with dumpster concrete pads with gravity sewer drains. Completed February 2019.
- City of Okeechobee City Hall Door Replacement – Project Manager. Replacement of storefront doors at the City Hall. Completed December 2018.

EXPERIENCE HIGHLIGHTS – (Completed as Vice President/Project Manager of Close Construction, LLC)

- Okeechobee County Score Tower and Dugouts – Vice President/Project Manager. Replace metal roofs on score tower and eight dugouts. Completed in December 2018.
- Little League Concession Stand – Vice President. Demolish and reconstruct a two story concession stand including electric, plumbing, framing, roofing and siding. Completed in November 2017.
- Sarasota County Batters Eye – Vice President. Repair damage to Batters Eye due to Hurricane Irma. Completed in February 2018.
- Douglas Brown Community Center Lift Station Improvements – Project Manager. Replace the existing sanitary sewer septic system that serves the Douglas Brown Community Center with a proposed pump station that meets current construction standards. Completed February 2018.
- St. Lucie County Administration Building Drainage Connections – Project Manager. Drainage improvements including remove and dispose of existing outlets and concrete, installation of 3 new FDOT inlets, 18" RCP, pavement and restoration. Completed September 2017.
- Hollywood WTP Electrical Reliability Improvements – Project Manager. Construction of a vertical annex building to house redundant electrical equipment. Completed January 2017.
- Three Island Reuse Irrigation Project – Project Manager. Consist of approximately 3775 LF of new pressurized reuse irrigation main, and 10" DIPS HDPE DR9 to be installed via horizontal directional drilling. Completed April 2018.
- Gumbo Limbo Nature Center Phase I Boardwalk and Observation Tower – Project Manager. Demolition of existing boardwalk and observation tower. Installation of a new boardwalk and landscaping.
- PC South Algal Nutrient Removal Facility, Indian River County, Florida – Project Manager. Construction of an algal nutrient removal facility, storm water pumping stations, force mains, and associated peripheral systems. Completion: January 2015.
- Lake Holden Alum Treatment System Upgrades, Orlando, Florida – Project Manager. Upgrades to an Alum Treatment System including replacement of existing flow meters, control panels and pumps and included telemetry devices to convey flow rates wirelessly. Completed: March 2014
- West Dearborn Low Impact Development Storm Water Pilot Project, Sarasota, Florida – Project Manager. Construction of bio-detention/bio-retention systems, storm water piping and structures, irrigation and landscape, and miscellaneous streetscape items. Project included construction of pervious parking, sidewalks, permeable pavers, clearing and grubbing, pavement and sidewalk removal, excavation, grading and compaction, curbing, erosion and pollution control, pavement striping, and signage. Completed: February, 2014.

- Town of Hillsboro Beach Water Treatment Plant Improvements – Project Manager. Improvements to an existing Water Treatment Plant including construction of a chemical building and an electrical building. Completed in August 2013.
- Storm water System Improvements WM003 – St. Lucie West Services District, St. Lucie, Florida - Project Manager. Upgrades to existing storm water system, including, but not limited to, stilling wells, water level sensors, concrete structures, pipes, headwalls, slide gates, electric, control panels, RTU's, actuator motors, excavation, site work, and restoration. Completed: February, 2013.
- GT Lohmeyer Wastewater Treatment Plant – Project Manager. Removal and replacement of liquid oxygen tanks, public address system, grit classifiers; various concrete repairs, dewatering building concrete and odor control instrumentation. Completed in June 2012.
- Lakes Park Water Quality Restoration Project, Lee County, Florida - Project Manager. Construction of rock/soil peninsulas within the East and West Lakes at Lakes Regional Park, creating a serpentine flow way with extensive associated littoral zones and upland areas planted with appropriate vegetation to enhance nutrient removal from the water and provide wildlife habitat. Included clearing and grubbing, temporary access road with water crossing and turbidity monitoring throughout the project. Completed: December, 2012.
- Powell Creek Preserve Filter Marsh and Hydrologic Restoration, Lee County, Florida – Project Manager. Construction of 19-acre wetland filter marsh on existing undeveloped site. Work included clearing and grubbing, excavation and removal offsite of 143,049 CY of excess fill, grading, construction of trails/maintenance berms, installation of control structures, wet well, pumps, controls, fencing, storm water inlets, rip rap, manholes, and stabilized low flow crossing of Powell Creek. Extensive dewatering, erosion/sediment control was required in an environmentally sensitive location. Completed: September, 2012.
- Centerstate Bank, Okeechobee Branch - Project Manager. Construction of a 6200 SF bank including offices, teller line, work areas, self serve walk in vault of safety deposit boxes and a grand lobby area with a fully functional fireplace. Completed March 2012.
- G435 Pump Station – Project Manager. Construction of a new pump station including controls and automation; traveling bridge crane; traveling trash racks and integration into SCADA system; CMU structure; mechanical; electrical; plumbing. Completed in December 2011
- S-59 Concrete Repairs – Project Manager. Repairs to S-59 concrete spillway for South Florida Water Management District. Project was completed in June 2011.
- S-63 Concrete Repairs – Project Manager. Repairs to S-63 concrete spillway for South Florida Water Management District. Project was completed in June 2011.
- Indian River Estates Alum Facility, St. Lucie County, Florida – Project Manager. Construction and installation of a 5,025 gallon aluminum sulfate storage, two chemical metering pump skids each with two pumps on them, an eyewash shower and all piping, concrete labor and appurtenances. Completed: September 2009.

- Area 11A Reclaim Booster Pump Station, City of Delray Beach, Florida
Project Manager. Installation of (2) horizontal split case pumps, RTU, instrumentation, electrical upgrades, and tie-in all new components to existing reclaimed water piping. Completed: August, 2009.
- Indian River Estates Storm water Improvements and Pump Station, St. Lucie County, Florida – Project Manager. The project entailed several storm water improvements in the Indian River Estates area and the Savannahs Preserve State Park in Port St. Lucie, Florida. It involved the construction of a pump station including (4) four Axial flow pumps. The pump station was housed within a CBS structure. It also included the construction of a 16-acre primary retention pond, 6,000 linear feet of levee, access road, outfall structure and overflow control structure. Completed: January, 2009.
- Platt's Creek Stormwater Treatment Alum Facility, St. Lucie County, Florida – Project Manager. Installation of six alum injection pumps, tank and prefab building, and associated site work. Completed: August 2008.
- Ridgway Acres Subdivision, Okeechobee County, Florida – Project Manager. Developed a 60-acre residential subdivision. Work included clearing, earthwork, installation of underground utilities, roadway, and drainage system consisting of two retention lakes and drainage outfall structures. Completed February, 2007.



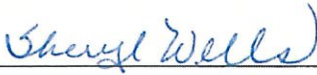
Boromei Construction

420B NW 3rd Street
Okeechobee, FL 34972

License #CGC1508299
www.boromeiconstruction.com


Phone: 863.623.4314
Fax: 863.763.6337

Attached is a true and correct copy of the Income Statement and Balance Sheet for Boromei Construction, Inc. for the year ending 12/31/2020.

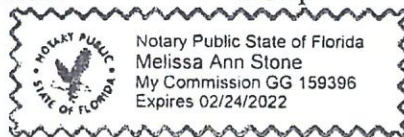

Sheryl L. Wells, Treasurer

State of Florida
County of Okeechobee

Signed before me this 17 day of June, 2021, by Sheryl L. Wells, Treasurer of Boromei Construction, Inc., who is personally known by me.


Notary Public, State of Florida

Stamp





Boromei Construction, Inc.

Income Statement

02/10/21

Income Statement

For 12 Months Ending December 2020

Operating Income

| | | |
|--------------------------------|----------------|-----------------------|
| Contract Income | \$2,371,826.74 | |
| Total Operating Income: | | \$2,371,826.74 |

Direct Expense

| | |
|------------------------------|---------------------|
| Material | 388,587.61 |
| Equipment | 74,776.92 |
| Subcontractors | 1,221,526.14 |
| Other Job Expense | 88,625.60 |
| Direct Labor | 75,457.85 |
| D/L Payroll Taxes | 5,899.72 |
| D/L Workers Compensation | 6,321.58 |
| D/L Liability Insurance | 4,993.29 |
| Total Direct Expense: | 1,866,188.71 |

| | |
|---|---------------------|
| Total Direct & Equip/Shop Expense: | 1,866,188.71 |
| Gross Profit: | 505,638.03 |

Overhead Expense

| | |
|----------------------------|-----------|
| Rent | 4,980.90 |
| Utilities | 702.07 |
| Telephone | 2,150.36 |
| Postage & Freight | 535.42 |
| Advertising & Promotion | 36.34 |
| Charity / Donations | 1,000.00 |
| Travel | 756.88 |
| Dues & Subscriptions | 150.00 |
| Continuing Education | 149.00 |
| Computer supplies & maint. | 204.00 |
| Maintenance & Repair | 1,212.11 |
| General Insurance | 4,557.43 |
| Taxes & Licenses | 72,118.90 |
| Fees | 253.16 |

Income Statement

02/10/21

Continued...

| | | |
|--------------------------------------|-------------------|---------------------|
| Office Expense | 2,878.77 | |
| Bidding & Misc. | 356.04 | |
| Auto / Equipment | 59,042.23 | |
| Total Overhead Expense: | 151,083.61 | |
| Administrative Expense | | |
| Admin Salaries | 17,292.20 | |
| Admin Payroll Taxes | 1,426.92 | |
| Admin Workers Compensation | 1,393.83 | |
| Admin Liability Insurance | 1,148.06 | |
| Total Administrative Expense: | 21,261.01 | |
| Total Indirect Expense: | | 172,344.62 |
| Income from Operations: | | 333,293.41 |
| Net Income Before Tax: | | 333,293.41 |
| After Tax Expense | | |
| Tax Penalties | 598.36 | |
| Total After Tax Expense: | | 598.36 |
| Net Income: | | \$332,695.05 |



Boromei Construction, Inc.

Balance Sheet

02/10/21

Balance Sheet

Period 12 At December 2020

Assets

Current Assets

| | | |
|--------------------------------------|--------------|-----------------------|
| Main Checking-CenterState | \$498,637.58 | |
| Checking-CenterState (Use for Taxes) | 9,972.00 | |
| Contract Receivables | 406,790.40 | |
| Other Receivables | 453.00 | |
| Costs in Excess of Billings | 166,121.00 | |
| Total Current Assets: | | \$1,081,973.98 |

| | | |
|------------------------------|--|-------------|
| Net Long Term Assets: | | 0.00 |
|------------------------------|--|-------------|

Other Assets

| | | |
|----------------------------|----------|-----------------------|
| Land-Lot #5 - Basswood | 3,250.00 | |
| Land-Lot #6 - Basswood | 3,250.00 | |
| Total Other Assets: | | 6,500.00 |
| Total Assets: | | \$1,088,473.98 |

Liabilities

Current Liabilities

| | |
|--------------------------------|-------------|
| Trade Accounts Payable | 331,454.12 |
| Deferred Income Tax | 55,391.00 |
| Other Trade Payables | (72,571.00) |
| Billings in Excess of Revenues | 107,715.00 |
| Capital One | 539.84 |
| FICA/FIT Payable | (100.70) |
| FL Suta Taxes Payable | 44.80 |
| Workers' Compensation Payable | (314.60) |
| FUTA Payable | 84.00 |
| Income Taxes Payable | 84,868.96 |
| PPP Loan Payable | 18,957.00 |

Balance Sheet

02/10/21

Continued...

| | | |
|-------------------------------------|-----------------------------|-------------------|
| Total Current Liabilities: | <u> </u> | 526,068.42 |
| Long Term Liabilities | | |
| Note Payable - D L Boromei | <u>19,849.96</u> | |
| Total Long Term Liabilities: | | <u>19,849.96</u> |
| Total Liabilities: | | 545,918.38 |

Equity

Equity/Capital

| | | |
|------------------------------------|-------------------|------------------------------|
| Paid in Capital | 26,444.64 | |
| Common Stock | 6,500.00 | |
| Retained Earnings | <u>176,915.91</u> | |
| Subtotal Equity/Capital: | 209,860.55 | |
| Current Profit (Loss): | <u>332,695.05</u> | |
| Total Equity/Capital: | | <u>542,555.60</u> |
| Total Liabilities + Equity: | | <u><u>\$1,088,473.98</u></u> |



BIDDER'S GENERAL INFORMATION:

Question 8 - Similar Projects

- 1. Project Name:** Playground Shade Structure
Contract Price: \$113,961.00
End Date: October 11, 2017
Name: Close Construction, LLC – Chris Rossi
Address: 305 NW 4th Ave.
Okeechobee, FL 34972
Phone Number: 863.467.0831
- 2. Project Name:** RWPF Bleach Structure
Contract Price: \$182,267.67
End Date: October 9, 2020
Name: City of Marco Island – Sonia Iszler
Address: 807 E. Elkcarn Circle
Marco Island, FL 34145
Phone: 239.389.3963
- 3. Project Name:** Softball Dugout Renovations Harold Ave Park
Contract Price: \$244,929.97
End Date: January 23, 2020
Name: Charlotte County – Lacey Solomon
Address: 18500 Murdock Circle
Port Charlotte, FL 33948
Phone Number: 941.613.3238

PROJECT SCHEDULE

FOR ANSIN SHADE STRUCTURE – SOUTH SIDE

INVITATION FOR BIDS NO. 21-018

Project schedule to be determined at a later date.

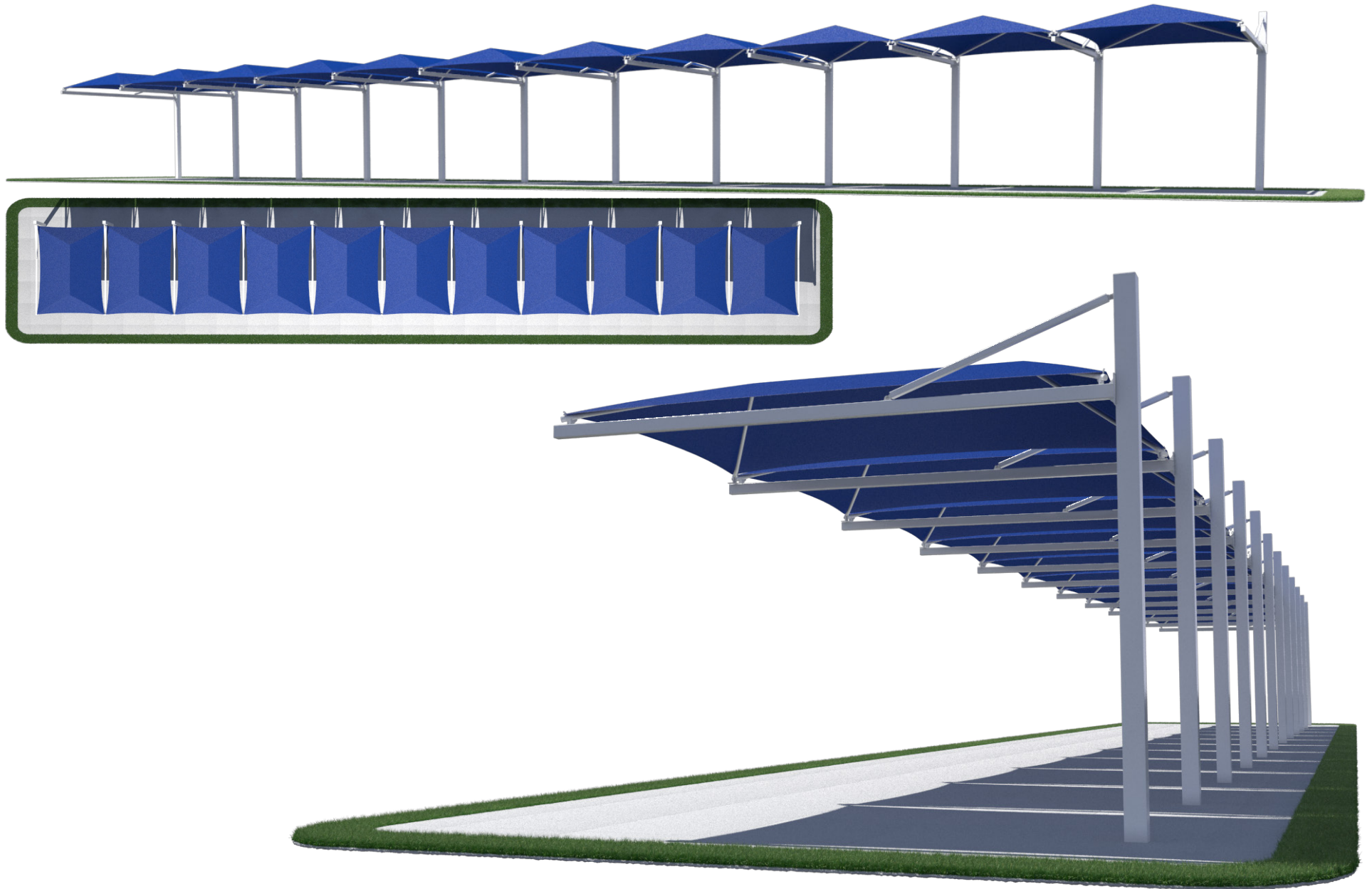


**ANSIN SHADE STRUCTURE - SOUTH SIDE
INVITATION FOR BIDS NO. 21-018
Bid Opening – JUNE 17, 2021**

| | COMPANY NAME | TOTAL BASE BID |
|---|---|----------------|
| 1 | BOROMEI CONSTRUCTION, INC. | \$431,845.00 |
| 2 | INDUSTRIAL SHADEPORTS, INC. | \$568,195.00 |
| 3 | LEGACY CONSTRUCTION SERVICES GROUP, INC., D/B/A PRO PLAYGROUNDS | \$599,999.00 |
| 4 | NAYSAC CORP. | \$435,000.00 |
| 5 | SHADE SYSTEMS, INC.* | \$255,953.00 |

NOTE: Offers listed from the Vendors herein are only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

*Indicates the lowest responsive, responsible Bidder.



CUSTOM MULTI-DOME HANGING CANTILEVER SHADE STRUCTURES

FRAME **WHITE** | FABRIC **TRUE BLUE**

For illustration purposes only. Colors may vary.