

RESOLUTION NO. 2026-3522

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING AND AWARDING A CONTRACT FOR THE COMMUNITY CENTER POOL DECK TILE REPLACEMENT PROJECT; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PIF CONSTRUCTION GROUP, INC.; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the existing pool deck tiles at the Town of Surfside (the "Town") Community Center has exceeded its useful life and shows signs of cracking, displacement, and general wear, creating ongoing maintenance concerns and presenting a safety hazard to residents and visitors; and

WHEREAS, the Town seeks to remove the existing tile and substrate as needed, prepare the surface, and install a new slip-resistant, pool-rated tile system designed for durability in a coastal environment (the "Pool Tile Project"); and

WHEREAS, replacement of the pool deck tiles will improve safety, enhance the appearance of the facility, and support the long-term functionality of this heavily used public amenity; and

WHEREAS, the Town issued Request for Proposals (RFP) No. 2026-05 on March 24, 2026, to solicit qualified and licensed contractors to provide construction services for the Pool Tile Project; and

WHEREAS, a mandatory pre-proposal conference and site visit was conducted, and sealed proposals were received by the Town Clerk on April 24, 2026, and evaluated based on qualifications, experience, approach, and price ; and

WHEREAS, the Evaluation Committee reviewed and ranked proposals based on qualifications, experience, technical approach, and pricing, with the following results;

- Green Alliance, Inc. 142 points
- JL Interior, Inc. 50 points
- Skypeak Construction, Inc. 181 points
- TechGroupOne 182 points
- PIF Construction Group, Inc. 253 points

WHEREAS, based on the Evaluation and Town Manager’s recommendation, the Town Commission finds that the Proposal (Exhibit “A”) submitted by PIF Construction Group, Inc. (“Contractor) is the best qualified Contractor to perform the Pool Tile Project; and

WHEREAS, the project is needed to replace deteriorated pool deck tiles to improve safety, durability, and appearance; and

WHEREAS, the Town wishes to select the Contractor’s proposal and award the Contractor a contract for the Pool Tile Project, in substantially the form attached hereto as Exhibit “B” (the “Contract”), subject to final approval as to form and content by the Town Manager and legal sufficiency by the Town Attorney; and

WHEREAS, the Town Commission wishes to authorize the Town Manager to negotiate with the Contractor and execute the Contract, for the maximum guaranteed price of \$84,589.70; and

WHEREAS, the Town Commission finds that the selection of the Contractor and award of the Contract to the Contractor for the Project and this Resolution are in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Selection of Contractor and Award of Contract. The Town Commission hereby selects the Contractor's proposal as in the best interests of and most advantageous to the Town and awards the Contractor a Contract for the Pool Tile Project, in substantially the form attached hereto as Exhibit "B."

Section 3. Authorization to Negotiate and Execute Contract. The Town Manager is authorized to negotiate terms and conditions and execute an Agreement, in substantially the form attached hereto as Exhibit "B," with the Contractor on behalf of the Town and consistent with the proposal by the Contractor for the maximum guaranteed price of \$84,589.70, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

Section 4. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Project, the Contract for the Project, and for the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.


PASSED AND ADOPTED on this 12th day of May, 2026.

Motion By: Commissioner Weingot

Second By: Commissioner Vildostegui

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	<u>Yes</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Commissioner David Weingot	<u>Yes</u>
Vice Mayor Dayana Benmergui	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>



Shlomo Danzinger, Mayor

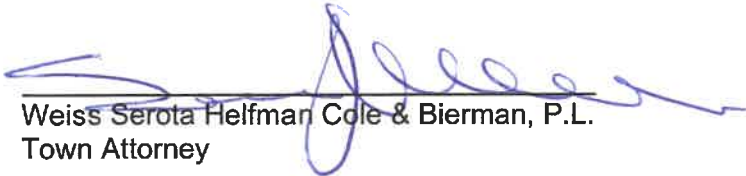
Attest:



Sandra N. McCready, MMC
Town Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**FORM 1
PROPOSAL FORM PACKAGE ACKNOWLEDGEMENTS**

I hereby propose to furnish the goods and services specified in the Request for Proposals, RFP No. 2026-05. I agree that my proposal will remain firm for a period of 180 days after opened by the Town in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Firm named as the Proposing Firm and that said Firm is ready, willing, and able to perform if awarded the Agreement.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the Town of Surfside or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized.

I further certify that the Proposer acknowledges receipt of all Addenda issued by the Town in connection with the RFP (Check the box next to each addendum received).

<input checked="" type="checkbox"/> Addendum 1	<input type="checkbox"/> Addendum 4
<input type="checkbox"/> Addendum 2	<input type="checkbox"/> Addendum 5
<input type="checkbox"/> Addendum 3	<input type="checkbox"/> Addendum 6

Attached hereto are the following forms/documents which form a part of this proposal:

- Form 1. Proposal Form Package Acknowledgement.
- Form 2A. Proposer's Certification (if Company or Corporation)
- Form 2B. Proposer's Certification (if Partnership)
- Form 3. Single Execution Affidavits
- Form 4. Dispute Disclosure
- Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions
- Form 6. Proposer's Qualifications
- Form 7. Statement of Qualifications Checklist
- Form 8. Price Submittal Form
- Form 9. Reference List

Form 1 – Proposal Form Package Acknowledgements (continued)

PJF Construction Group
NAME OF PROPOSER FIRM


SIGNATURE OF PROPOSER

Aleksandr "Alex" Potomkin, General Manager
NAME & TITLE, TYPED OR PRINTED

**FORM 2A
PROPOSER'S CERTIFICATION
(if Company or Corporation)**

CERTIFICATE

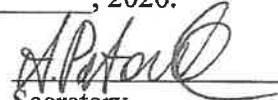
STATE OF Florida)
) SS
COUNTY OF Miami-Dade)

I HEREBY CERTIFY that a meeting of the Board of Directors of
PI F Construction Group
a corporation or company existing under the laws of the State of Florida,
held on April 16, 2026, the following resolution was duly passed and adopted:

RESOLVED, that, as General Manager of the Corporation/Company, be and is hereby authorized to execute the proposal dated, April 24th, 2026 to the Town of Surfside for RFP No. 2026-05 Community Center Pool Deck Tile Replacement Project and that this execution thereof, attested by the Secretary of the Corporation/Company, and with the Corporate/Company Seal affixed, shall be the official act and deed of this Corporation/Company.

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 corporation/company on this the 24th of April, 2026.


Secretary

(SEAL)



Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town or any person interested in the proposed Contract.

OP
Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, 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.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer 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 Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, 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.
3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. 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.

OP
Proposer Initials

Drug-Free Workplace Affidavit

Proposer hereby recognizes that, pursuant to F.S. § 287.087, preference shall be given to businesses with drug-free workplace programs when two bids/proposals are equal with respect to price, quality, and service. Proposer understands that in order to qualify as a drug-free workplace, proposer must:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- b) Inform employees about the dangers of drug abuse in the workplace, the Proposer'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.
 - 1) Give each employee engaged in providing commodities or contractual services under the RFP a copy of the statement specified in subsection (1).
 - 2) Notify employees that, as a condition of working on the commodities or contractual services under the RFP, the employee must 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 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.
 - 3) 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.
 - 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- The entity submitting this sworn statement is a drug-free workplace and is in full compliance with the requirements set forth under F.S. § 287.087.

- The entity submitting this sworn statement is not a drug-free workplace.

 P
Proposer Initials

Town Non-Discrimination Requirements Affidavit

Proposer understands that pursuant to Section 3-1.1 of the Code of the Town of Surfside, the Town will not enter into or award a contract to an entity engaged in a boycott.

Proposer understands that "Boycott" as defined under Section 3-1.1 of the Code of the Town of Surfside means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to

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 misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(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.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. 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.

I understand that a "person" as defined in Paragraph 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 bid 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, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing

Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

QP
Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County and Town of Surfside conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

QP
Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Town of Surfside (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town.

QP
Proposer Initials

**FORM 3
SINGLE EXECUTION AFFIDAVITS**

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

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID. THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF SURFSIDE AND ARE STATEMENTS MADE:

x By: Aleksandr Potomkin

For (Name of Proposing or Bidding Entity): PIF Construction Group

Whose business address is: 2999 NE 191st

And (if applicable) its Federal Employer Identification Number (FEIN) is: 87-2982865

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

AP
Proposer Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 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

MAILING ADDRESS

2999 NE 19th Street

Aventura, FL 33180

(780) 522-5000
TELEPHONE NUMBER

STATE OF Florida)
COUNTY OF Dade) SS

The foregoing instrument was sworn to and subscribed before me this 16 day of April, 2026 by Alex Potomkin who is personally known to me or produced Driver's license as identification.

NOTARY PUBLIC, State of Florida

Print Name: JERRELL JONES

Commission No.: HH 262745

Commission Expires: 5/9/2026

(SEAL)



**FORM 4
DISPUTE DISCLOSURE**

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO ✓

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO ✓

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO ✓

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal or Bid for the Town of Surfside.

[Signature]
Signature

Oleksandr "Alex" Potomkin, General Manager
Print Name & Title

Sworn to and subscribed before me this 16 day April, 2026.

Personally known

OR

Produced identification
Drivers license
Type of identification

Notary Public – State of FL
My commission expires: 5/9/2026

Printed, typed or stamped commissioned name of notary public



blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, national origin, religion, sex, gender identity, sexual orientation, marital or familial status, age, or disability in a discriminatory manner. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

Proposer certifies that it is not engaged in a boycott, and is in full compliance with Section 3-1.1 of the Code of the Town of Surfside.

DP
Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of **RFP No. 2026-05** and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Commission or Town Manager, as applicable.
4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.

DP
Proposer Initials

In the presence of:

Edalia Sterling
 Witness #1 Print Name: KANOVA JONES
 Witness #2 Print Name: _____

Signed, sealed and delivered by:

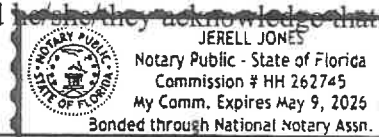
Alex Potomkin
 Print Name: Oleksandr "Alex" Potomkin
 Title: General Manager

ACKNOWLEDGMENT

State of Florida
County of Miami Dade

On this 16 day of April, 2026, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and ~~he/she/they~~ acknowledge that he/she/they executed it.

Witness my hand and official seal:



Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- Produced identification (Type of Identification: Driver's License)
- _____ Did take an oath; or
- _____ Did not take an oath

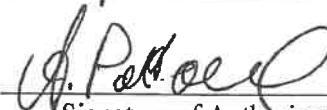
FORM 5
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this Statement of Qualifications.

Business Name PIF Construction Group

Date 4-16-2026

X By: 
Signature of Authorized Representative

Oleksandr "Alex" Potomkin
Name and Title of Authorized Representative

**FORM 6
PROPOSER'S QUALIFICATIONS SURVEY**

NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Proposal.

[Provide documentation evidencing the experience of the proposer and demonstrating that the proposer has successfully provided services similar to those specified herein to other agencies of similar size and needs as the Town. The proposer firm shall be currently engaged in similar services on a full time basis and shall have been in existence and continuous operation providing these services for a minimum of five (5) years]

1. List the true, exact and proper names of the company, partnership, corporation, and trade or fictitious name under which you do business and principals by names and titles:

Name of Firm: PIF Construction Group
Address: 2999 NE 191st Street Ste #709 Bldg
Aventura, FL 33180
Principals: Mykhailo Potomkin Titles: President

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

YES NO

- b. List Principals Licensed:

Name(s): Mykhailo Potomkin Title: President / CEO

Remarks: licensed and insured in the State of Florida.

3. How long has your Firm been in business and so licensed? 5 years

4. If Proposer is an individual, corporation, company or a partnership, answer the following:

- a. Date of Organization 9/30/2021
b. Name, address and ownership units of all directors, officers, members, principals or partners:

None

Form 6 – Proposer's Qualifications Survey (continued)

- c. State whether general or limited partnership: None
- d. State whether a corporation or company ~~XXXXX~~ INC. Date and State of incorporation Florida 9/30/2021

If Proposer is other than an individual, corporation, company or partnership, describe the organization and give the name and address of principals.

NA

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your firm been in business under its present business name?

5 years

- a. Under what other former names has your firm operated?

None

- b. Is the firm or its principals now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your Firm's services or operations? If so list:

No

7. a. List the pertinent experience of the key individuals of your Firm (continue on insert sheet, if necessary).

Mykhailo Potomkin the qualifier and President of PIF has 20 years of experience in the construction field possessing 3 licences (FL) and numerous certificates

- b. State the name of the individual(s) who will have personal supervision and key roles for the Services:

Mykhailo Potomkin (GC), Oleksandr Potomkin (GM)

Form 6 – Proposer’s Qualifications Survey (continued)

8. List name and title of persons in your Firm who are authorized to enter into an Agreement with the Town of Surfside, Florida for the proposed Services should your Firm be the successful Proposer.

Name Mykhailo Potomkin

Title President / CEO

10. Describe your Firm's experience in providing services to other municipalities or governmental agencies similar to the services to be provided herein.

PIF Construction Group has experience performing construction and renovation services including site improvements for commercial clients. The firm is capable of performing similar services for municipal projects.

Attach additional sheets if necessary.

FORM 7

STATEMENT OF QUALIFICATIONS CHECKLIST

Proposer Name: Oleksandr "Alex" Potomkin

Company Name: PIF Construction Group

Mailing Address: 2999 NE 191st Street Ste # 709 B & G

City, State, Zip Code: Aventura, FL 33180

Telephone: 786-522-5000

Fax: _____

Mark all of the services the firm is qualified to perform with an "X" below:

Demolition and Removal Services

- Removal and disposal of existing tile and surface materials
- Site protection and debris handling

Surface Preparation and Substrate Work

- Surface preparation and leveling
- Substrate repair and patching
- Installation of bonding agents and setting materials
- Waterproofing systems for tile applications

Tile Installation Services

- Installation of mosaic tile systems
- Installation of non-slip tile for wet environments
- Grouting, finishing, and detailing
- Exterior pool deck or similar installations

Construction and General Services

- Permitting and coordination with local authorities
- Project supervision and coordination
- Work in occupied or active facilities
- Compliance with safety and OSHA requirements

Specialized Experience

- Pool deck, aquatic facility, or similar environments
- Coastal or high-moisture environment installations
- Slip-resistant surface installations

Warranty and Support

- Workmanship warranties
- Material warranty coordination

Other Services (please specify): _____

**FORM 8
PRICE SUBMITTAL FORM**

Proposer Name: PIF Construction Group Inc. / Oleksandr "Alex" Potomkin

BASE BID – POOL DECK TILE REPLACEMENT

The Proposer shall provide a lump sum price for all labor, materials, equipment, supervision, permitting, demolition, surface preparation, waterproofing, tile installation, grouting, cleanup, and all other work necessary to complete the Community Center Pool Deck Tile Replacement Project in accordance with the requirements of RFP No. 2026-05.

Description	Lump Sum Price (\$)
Base Bid – Pool Deck Tile Replacement	\$ <u>84,589.70</u>

PRICE BREAKDOWN (INFORMATIONAL ONLY)

(For evaluation purposes; total must match lump sum above)

Component	Price (\$)
Permitting and Inspections	\$ <u>3,250.00</u>
Demolition and Removal of Existing Tile	\$ <u>6,492.00</u>
Surface Preparation and Substrate Repairs	\$ <u>4,248.25</u>
Waterproofing (if required)	\$ <u>5,783.57</u>
Tile Materials	\$ <u>24,960.88</u>
Tile Installation and Labor	\$ <u>18,575.00</u>
Grouting and Finishing	\$ <u>8,830.00</u>
Cleanup and Disposal	\$ <u>3,475.00</u>
Other (Specify): <u>Covering/protection, bond.</u>	\$ <u>7,975.00</u>
Total (Must Equal Lump Sum Above):	\$ <u>84,589.70</u>

ALLOWANCE (IF APPLICABLE)

Tile Material Allowance (per square foot): \$ 17.60 / SF

(Note: Final tile selection will be approved by the Town. Any cost differences between the allowance and selected materials shall be addressed through a written change order.)

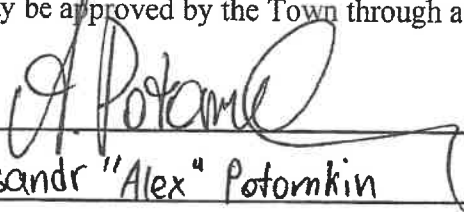
SCHEDULE

Proposed Duration to Substantial Completion: 24 Calendar Days
(after permits are issued)

ACKNOWLEDGEMENT

The undersigned Proposer certifies that the price submitted above includes all costs necessary to complete the Work in accordance with the RFP and that no additional compensation will be requested except as may be approved by the Town through a written change order.

Authorized Signature:



Name (Print): Aleksandr "Alex" Potomkin

Title: General Manager

Date: 04/24/2026

PIF CONSTRUCTION GROUP LLC.

REFERNCE LIST

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINMUM OF THE REFERENCE OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: City of Hallandale Beach / City of Hallandale Beach Police Department

Reference Contact Person/Tile/Department: Aja Bear , Captain Raul Rivera

Contact Number & Email _____

Office: (954) 457-1489 x 4419 | Cell: (954) 594-1262 | Abear@hallandalebeachfl.gov

Public Entity Size/Number of residents/Square Mileage: 956 sq ft

Event(s) Completed (include Name of Project/Event, Date of Start/ Completion, Details on
Size/Scope of Work/Complexity) Police Locker Rooms full renovation, including wall tiles, floor tiles, showers

and shower tiles, drainage, drywall, lockers, painting, grouting, mechanical and
plumbing work, partitions.

Total Reimbursement Request from FEMA, State, Insurance or Other Sources: _____
\$274950

\$293568

Final reimbursement (if Available) Approved by FEMA, State, Insurance or Other
Sources: City of Hallandale Beach

Is the Contract Still Active? Yes Y _____ NO _____

REFERENCE #2

Public Entity Name: Winston Towers 300 Association

Reference Contact Person/Title/Department: Lev Solodovnik, Project Manager

Contact Number & Email _____

Lev Solodovnik, levsolo@gmail.com, 860-250-7663

Public Entity Size/Number of residents/Square Mileage: ~60,000 sq ft

Event(s) Completed (include Name of Project/Event, Date of Start/ Completion, Details on Size/Scope of Work/Complexity) _____
Pool Deck and Lobby Full Renovation, Including Tiles, Planters, Pavement and Drainage

work on the deck, Bathrooms full renovation, wall tiles, partitions, painting etc.

Total Reimbursement Request from FEMA, State, Insurance or Other Sources: _____

\$1,300,000.00

\$1,688,000.00

Final reimbursement (if Available) Approved by FEMA, State, Insurance or Other Sources: Winston Towers 300 Association

Is the Contract Still Active? Yes _____ NO

REFERENCE #3

Public Entity Name: Winston Towers 100 Association

Reference Contact Person/Title/Department: Lev Solodovnik, Project Manager

Contact Number & Email _____

Lev Solodovnik, levsolo@gmail.com, 860-250-7663

Public Entity Size/Number of residents/Square Mileage: ~60,000 sq ft

Event(s) Completed (include Name of Project/Event, Date of Start/ Completion, Details on Size/Scope of Work/Complexity) _____
Pool Deck and Lobby Full Renovation, Including Tiles, Planters, Pavement and Drainage work on the deck, Bathrooms full renovation, wall tiles, partitions, painting etc.

Total Reimbursement Request from FEMA, State, Insurance or Other Sources: _____
\$1,500,000.00

\$1,723,400.00


Final reimbursement (if Available) Approved by FEMA, State, Insurance or Other Sources: Winston Towers 100 Association

Is the Contract Still Active? Yes _____ NO _____



PIF CONSTRUCTION GROUP

FL DBPR LIC # : CBC1267762 , CFC1433223 , CGC1537165

 2999 NE 191 ST STE 709B
Aventura, FL 33180

 786.522.5000
305.904.6399
305.904.3727

 www.pifconstructiongroup.com
main@pifconstructiongroup.com

At PIF, Customer Satisfaction IS OUR #1 Priority

WE HAVE

More than a 1000 projects

completed and approved by clients

GIVING US

25+ years

of excellence and experience
in more than 20 countries

WE ARE

Trusted vendors in:

- ✔ City of Sunrise
- ✔ City of Miramar
- ✔ City of Sunny Isles Beach
- ✔ City of Hallandale
- ✔ City of North Miami Beach
- ✔ City of Miami and Brickell
- ✔ City of Parkland
- ✔ City of Palm Beach
- ✔ City of Boynton Beach
- ✔ City of Aventura
- ✔ City of Doral
- ✔ City of Wellington



At PIF, We Do:

- ✔ New Construction (Residential/Commercial)
- ✔ Exterior/Interior Renovation
- ✔ Concrete Restoration & Waterproofing
- ✔ Plumbing & Electrical (including Underground)
- ✔ Installation of Helical Piles
- ✔ Utility and Public Works

... and MORE!



We are authorized partners of 3 world-leading chemical manufacturing companies for the construction industry – MAPEI, SHERWIN-WILLIAMS, and SIKA, as well as multiple America's EAST AND WEST COAST leading SUPPLY DISTRIBUTORS for the construction industry.



DIFFERENCE DELIVERED



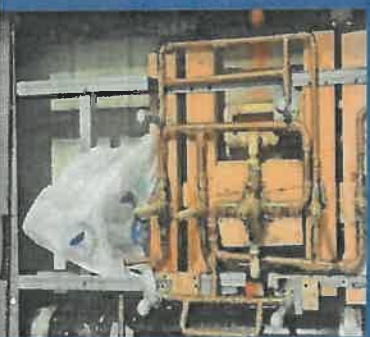
ALL the necessary Machinery / equipment

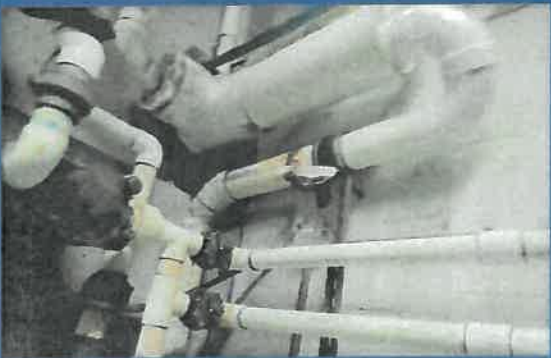
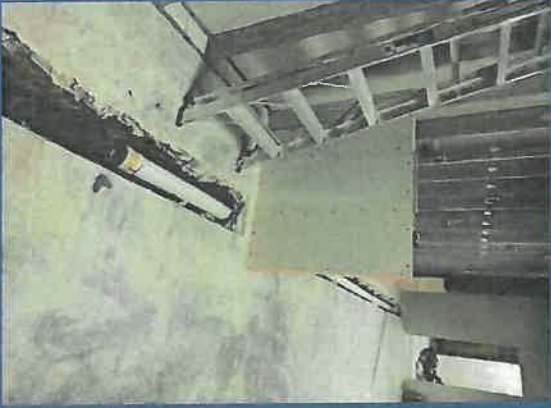
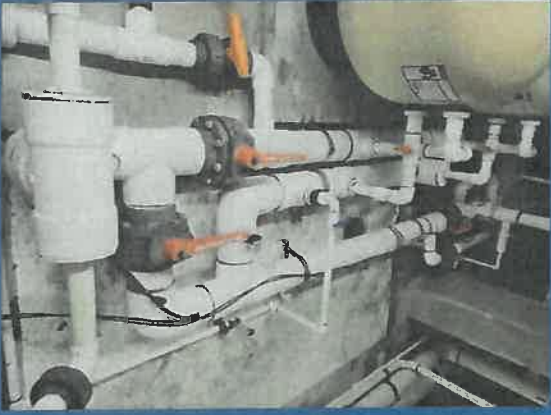


**Our own or rented
individually, and
specifically for each
project.**



Complicated Plumbing And Electrical Systems Are Not So Complicated For Us

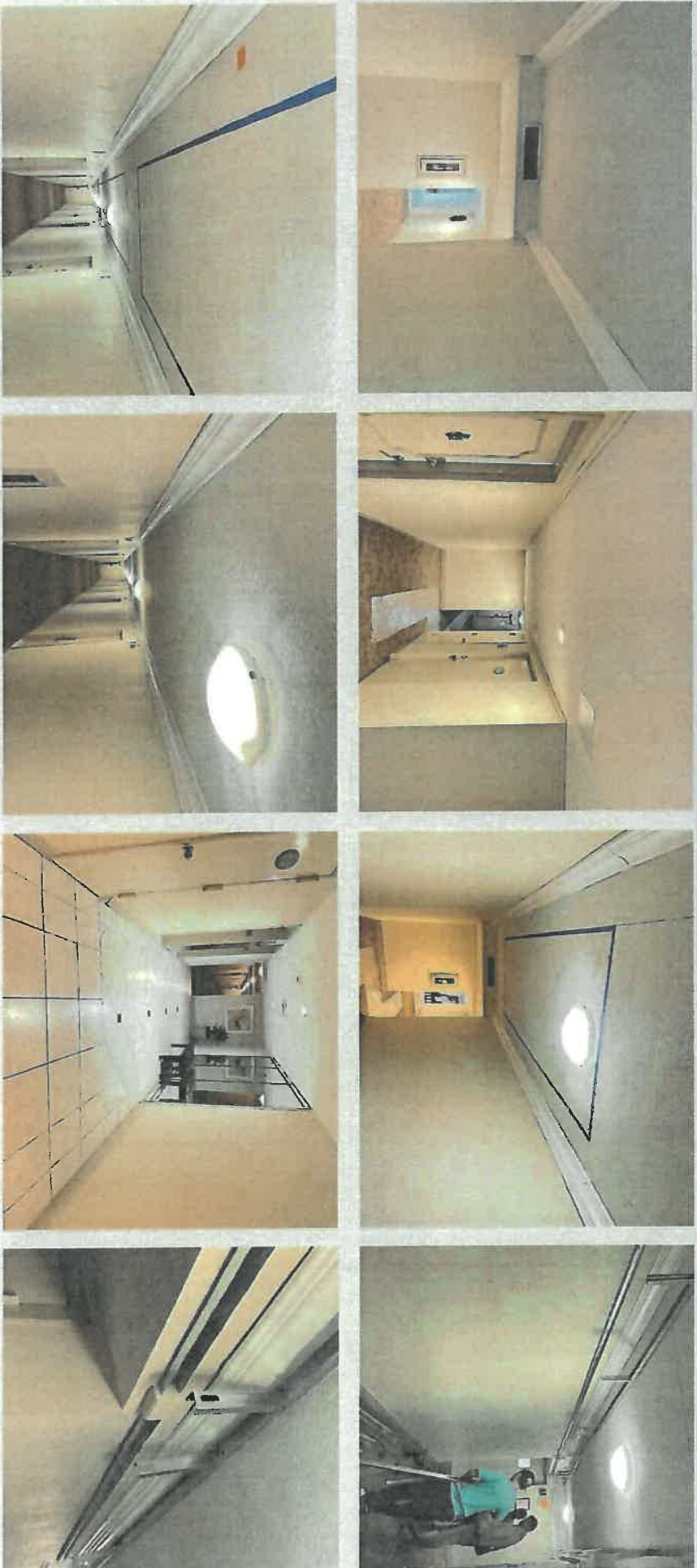




Actively Working On A New Project In Avant Garde Condominium Starting 2024

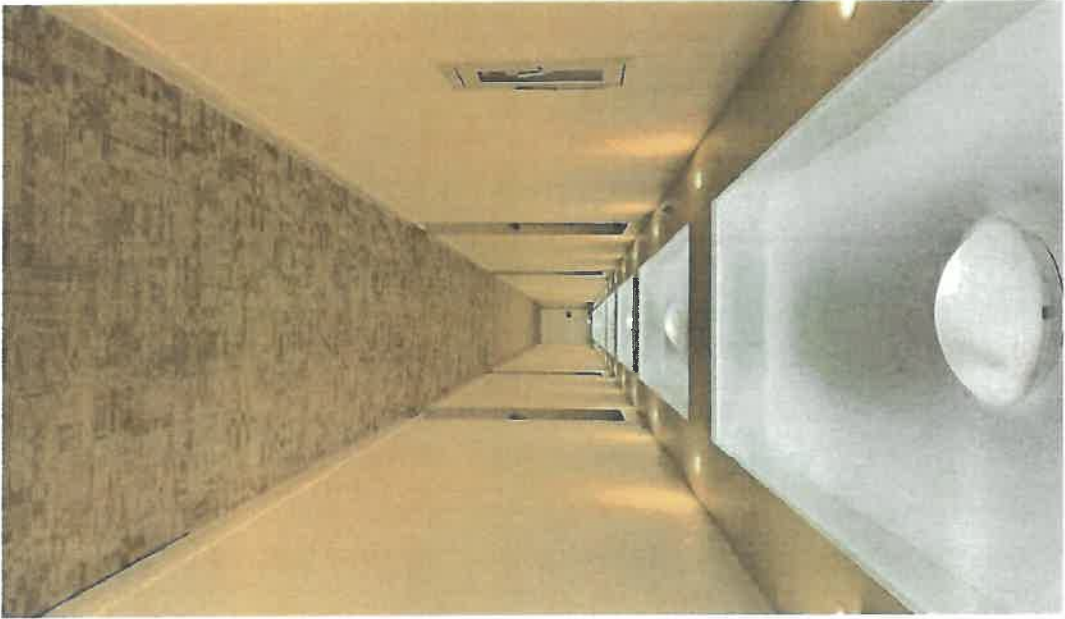
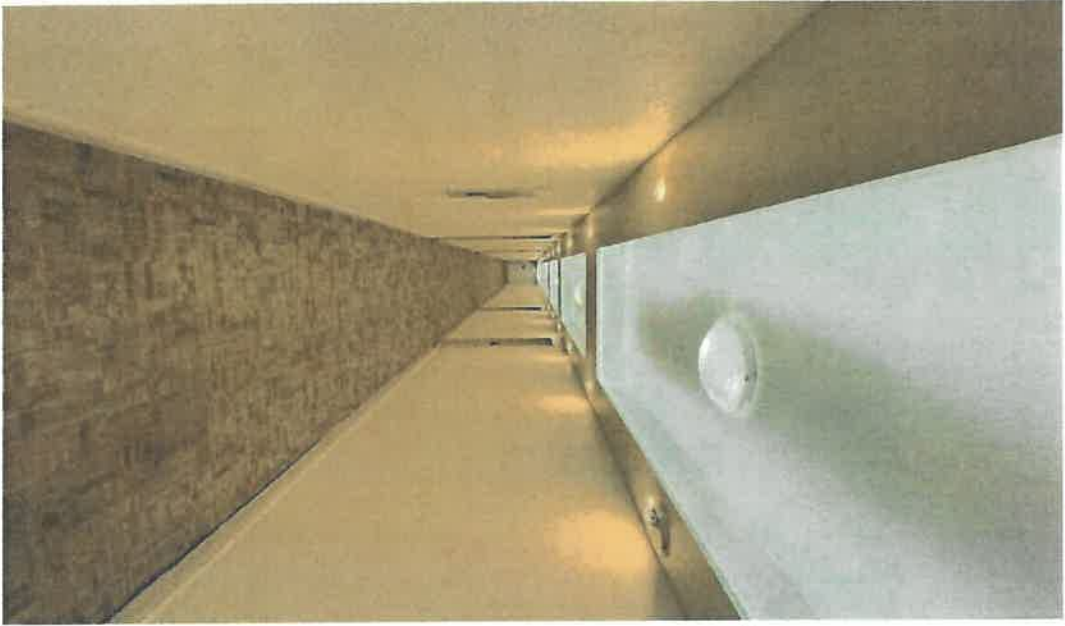


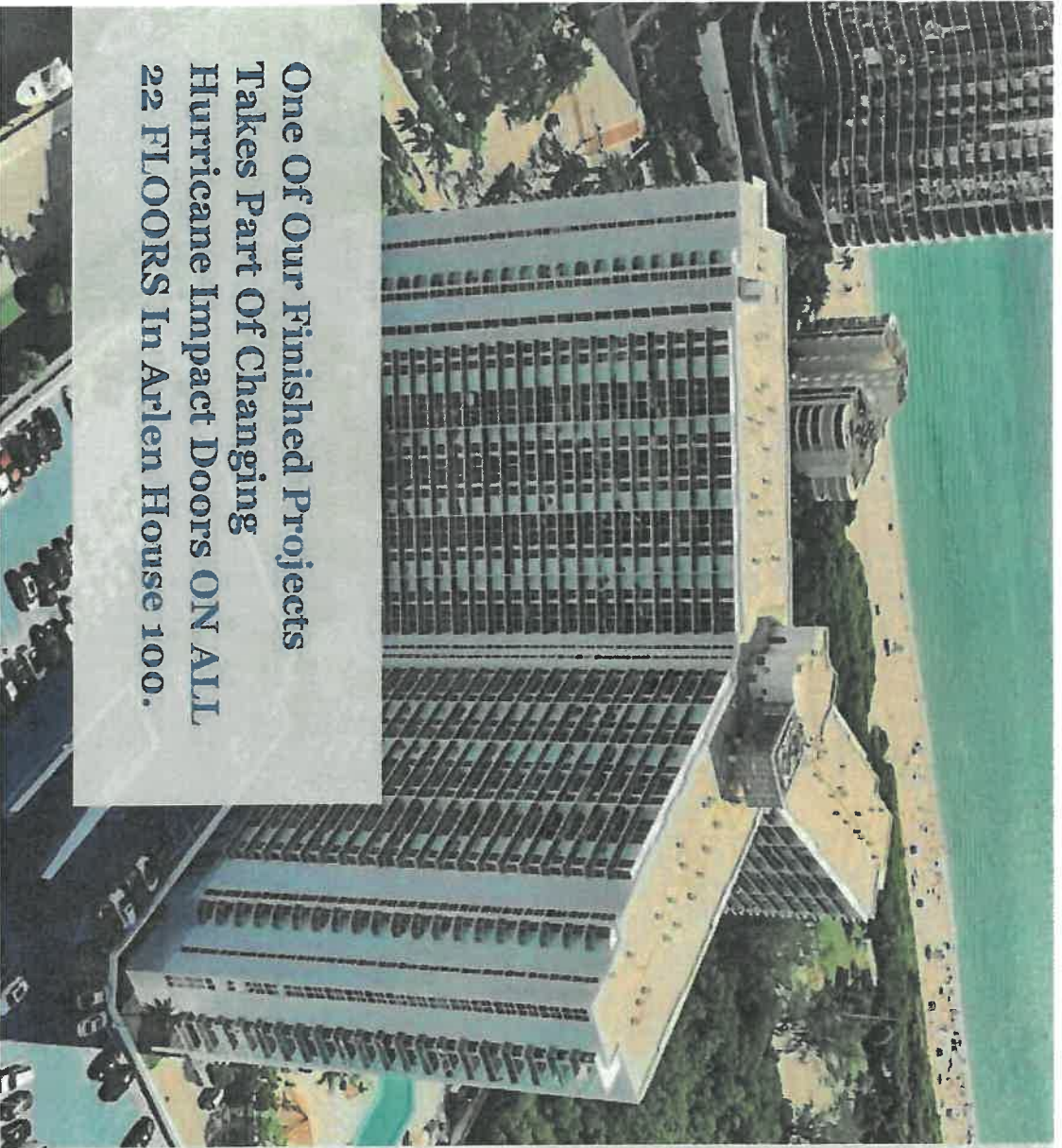
This project consists of renovating the hallways on each floor in the east and west buildings (each is 14 stories high) as well as other remodeling work throughout the building.



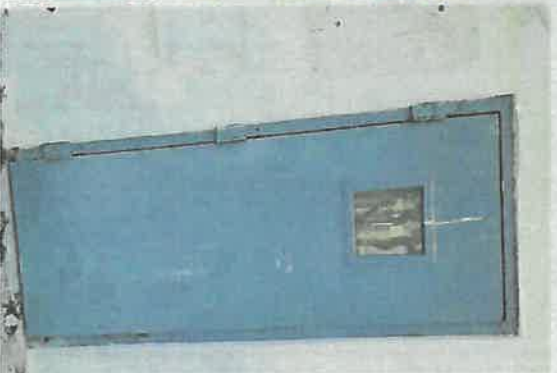
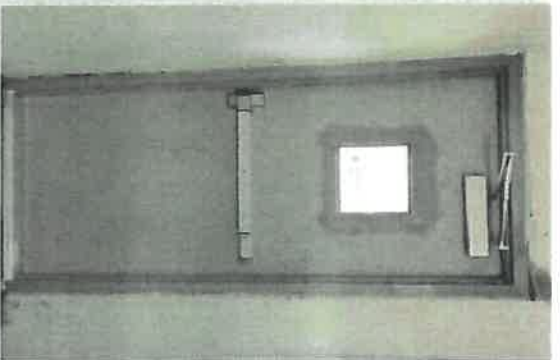








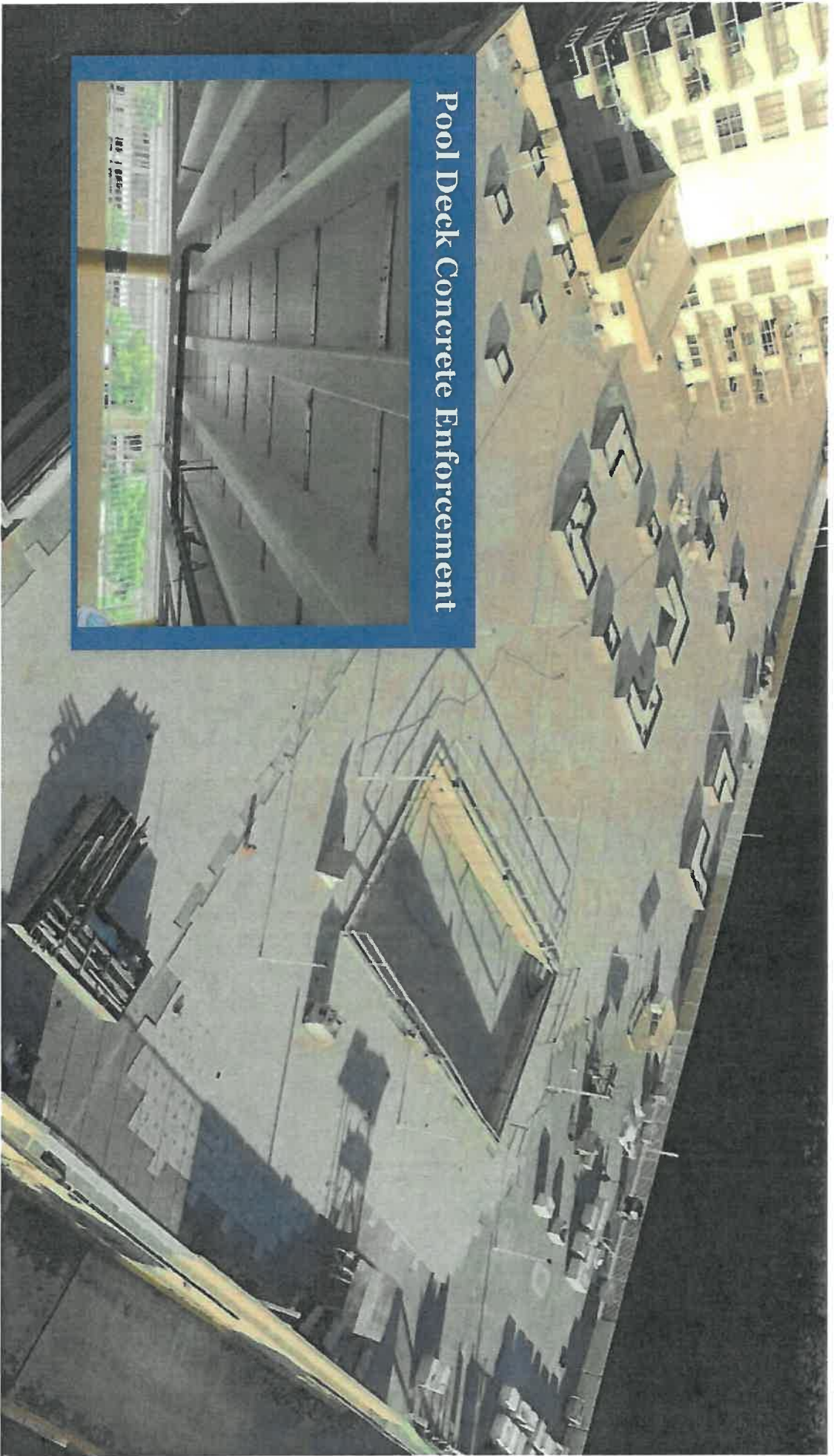
**One Of Our Finished Projects
Takes Part Of Changing
Hurricane Impact Doors ON ALL
22 FLOORS In Arlen House 100.**



“Winston TOWERS 300” - Pool deck beautification (55,000 sq ft)

- ✔ Concrete slab reinforcement
- ✔ New drain system installation
- ✔ Replacing old piping system
- ✔ New water pipelines installation
- ✔ New electric installation
- ✔ Water proofing
- ✔ Unique tile installation
- ✔ Public bathrooms renovation





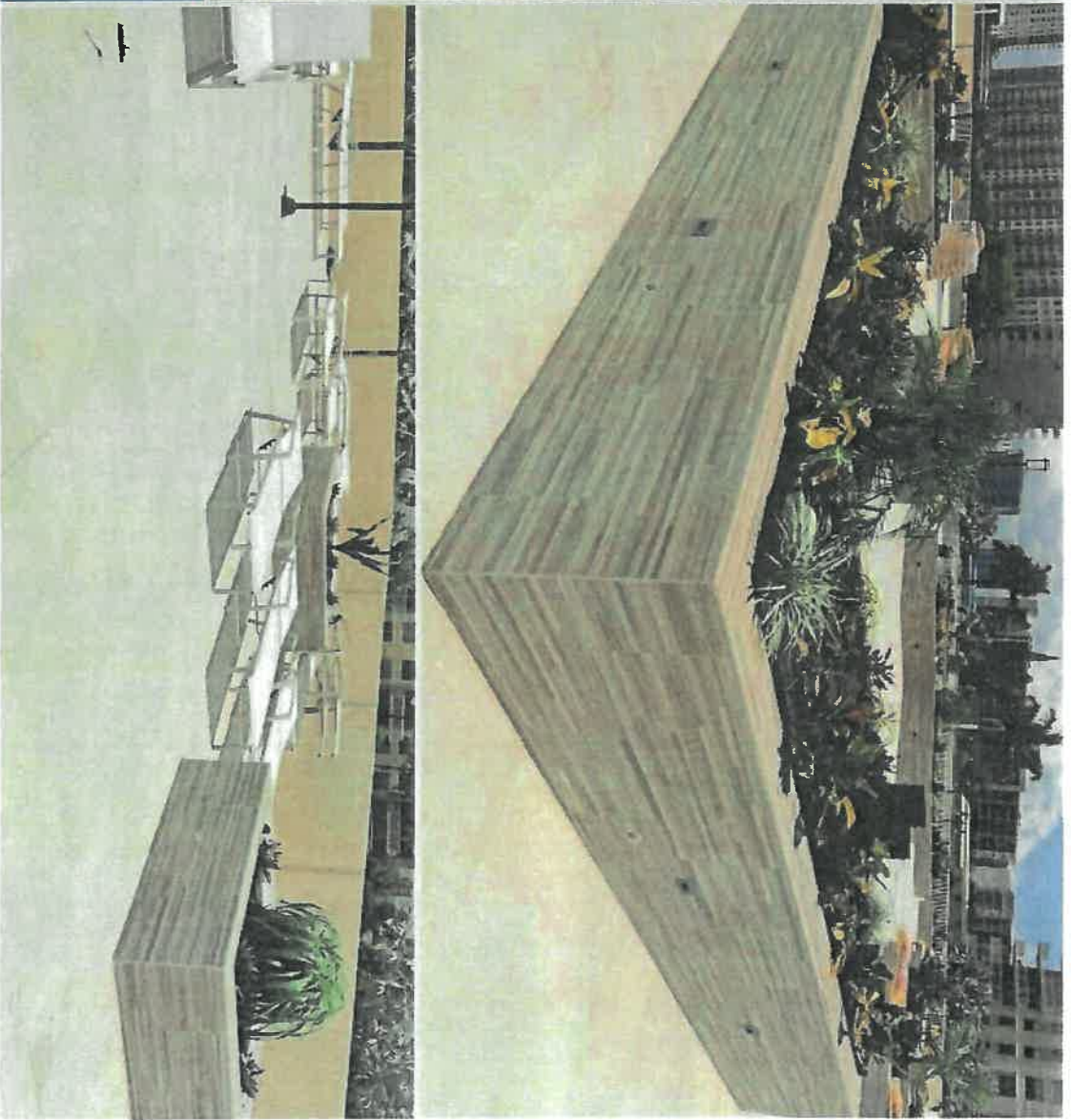
Pool Deck Concrete Enforcement

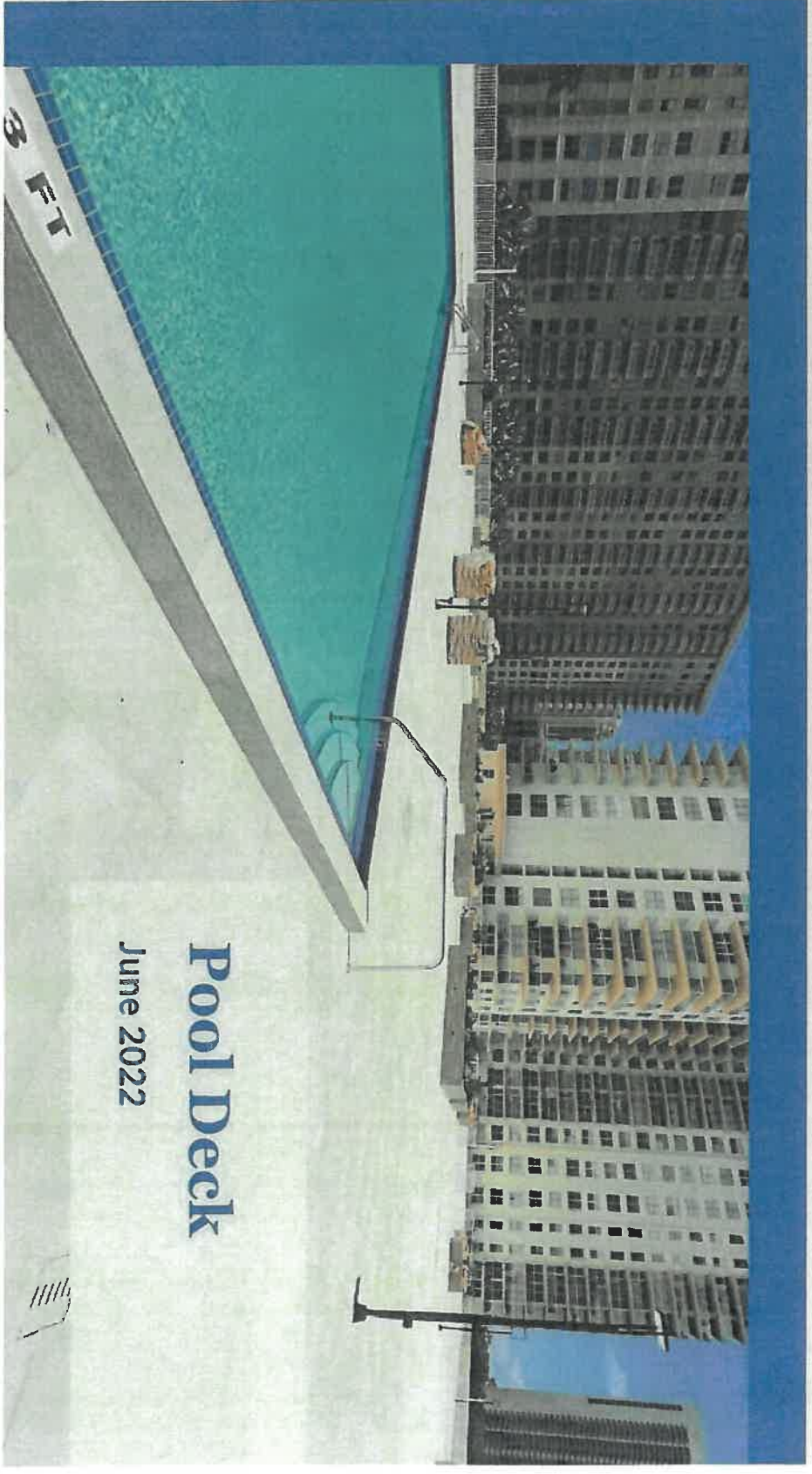




Pool deck

June 2022





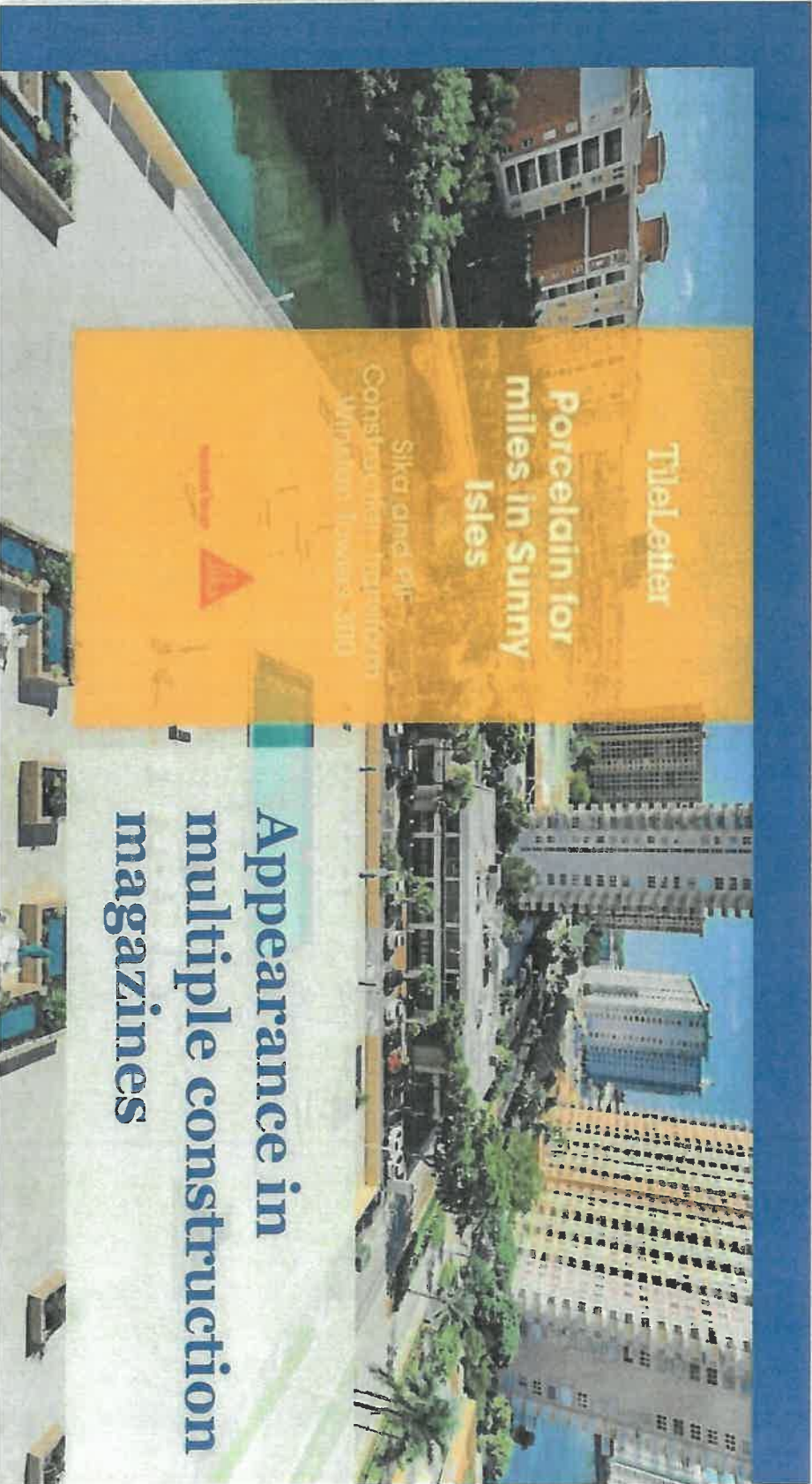
Pool Deck

June 2022



We participated in the airport renovation and preparation for UEFA EURO 2012





TieLetter

Porcelain for miles in Sunny Isles

Sika and PIF Construction Inspection
Wilmington, January 2011

Appearance in multiple construction magazines



"Overhead, Grigorios Tsiknidis smears a dollop of grout over the stately wall slabs. He carefully works the smooth mixture in the gaps as a small crowd gathers. They mutter a mix of English and Russian as they study his technique. For months, the residents of Winston Towers 300 watched Tsiknidis and his crewmates upgrade the appearance of the lobby and pool deck. The crew at PIF Construction Group made setting the giant porcelain slabs look easy, although Tsiknidis understands the skill, team effort and specialty products that are behind such complex installations. PIF's skill with porcelain is well known in Greater Miami, and the group is spearheading Sunny Isles Beach's transformation."

Influence from a growing demographic

Sunny Isles Beach, Fla., is affectionately recognized as Little Moscow. Some prefer to call it Little Minsk, Little Odessa or Little Kiev, depending on whom you ask. The nicknames spring from the large-scale immigration of post-Soviet citizens following the collapse of the USSR. The 1990s South Florida development boom coincided with an influx of wealthy former Soviets seeking to make investments in the newly accessible U.S. economy. Highrise condos like Winston Towers 300 proved attractive to affluent buyers whose taste for 'rosskoshi', or luxury, fueled a series of property improvements – a trend that continues. This currently manifests as a loud call for porcelain surfaces inside and out.

That is why the Winston Towers 300 Association enlisted Michael Potomkin's PIF Construction Group in late 2021 to implement a portion of Danil Ilyayev's restoration and rejuvenation design for the 23-floor condominium. The construction group was well known for its workmanship, so the association was confident the group had the expertise to resurface its 60,000-sq.-ft. pool deck over the building's parking structure.

Overhaul overdue

The deck and pool needed work. After 50 years, the Winston Towers 300 amenities space had leaks that demanded repair and underlying surfaces that had to be restored and protected. Potomkin and the property owners understood that they needed a partner who could provide solutions for each. Sika was the natural choice. Headquartered in Baar, Switzerland, Sika has more than a century of construction materials' solution innovations behind it. Its SikaQuick®-1000 was trusted to repair and flatten uneven surfaces, and a Sikalastic® Deckpro system was applied as a waterproofing and crack-isolation system. The performance of the products and service from the Sika team led PIF and the association to alter their plans by also using Sika materials to set the more than 1.25 acres of gauged porcelain tile panels to the deck.



PIF set a variety of gauged porcelain tiles, panels and slabs for the \$1.2 million redesign.

"We were brought in by our RSB (refurbishment, sealing and bonding) team at Sika to put our tile-setting system together," said Sika Technical Sales Manager Ken Johnson. "We first did an entire presentation for the building owner. This tile project was slated to go to another manufacturer. We came down and we put a complete system together. Because we were going over a Sika membrane, we were able to couple a system warranty together." First, however, Johnson needed Potomkin's buy-in for using SikaTile® materials.

Proving the product

Potomkin insisted on testing the products in the environment they would be used. "Michael, being a lifetime user of another product, said, 'Well, let me test your stuff,'" explained Johnson. "When we went there, we did a bond test over top of the Sika system. He wanted to test it the way his guys were going to set the tile and also how they weren't. He did one bond test where he didn't backbutter and just dropped it down on the trowel marks. On the other one, he backbuttered and installed it per TCNA guidelines like his team would do. Both performed very well. The bond was so tenacious over that Sika deck coating that they had a really hard time chipping it up. Both panels had to come up in little, tiny pieces. He was very, very happy with the result."

In all, 2,400 bags of SikaTile®-450 LHT Secure Set bonded the porcelain panels to the deck and the wood look mosaic tiles to the planters located around the space. When it came to grouting, the environment presented complications that had to be addressed through product innovation.

"One of the real challenges was... this is Miami," Johnson noted. The southern Florida weather is unpredictable and aggressive, so Sika was tasked with offering a solution that would accommodate an erratic weather schedule. "When it came to grouting, they had to use a rapid-cure grout. One of the reasons they came to us was because of our SikaTile®-1815 Secure Grout. Several times a day it rained there, and with the flash time on our product being quick, we were able to meet the customer's needs by providing it."



PIF Construction Group and Sika were also tasked with transforming the building's lobby spaces

Winston Towers 300's pool deck was completed in May 2022. The interior tiling finished about a year later. PIF's successful deployment of the Sika solution systems ensured the new porcelain pool deck would appeal to residents of Winston Towers 300 for decades to come. The product performance and workmanship likewise provided pleasing, low-maintenance interior surfaces on the lobby floor for guests and staff. Best of all, the quality of the Winston Towers 300 results led to another project for the Sika/PIF partnership.

Winston Towers 100

Heading one of 300's six sister complexes, the Winston Towers 100 Association summoned PIF and Sika to undertake its own tile replacement. Fresh from the experience of setting the 300's tile, the team is well prepared for the job. Johnson understands that despite the building's similarities, PIF knows to expect the unexpected.

"One of the benefits of working with Sika is if you have a jobsite condition that comes up more than likely we have a solution because of the tremendous breadth and width of our product selection."

Project expansion

PIF's workmanship and partnership with Sika led to an expansion of the team's involvement with Winston Towers 300's redesign. "About halfway through the pool deck project," Johnson began, "Michael had me come in and meet with the building owners again and we talked about an additional project that was on the books for the interior portion of it. They were using slabs and porcelain tile on the interior."

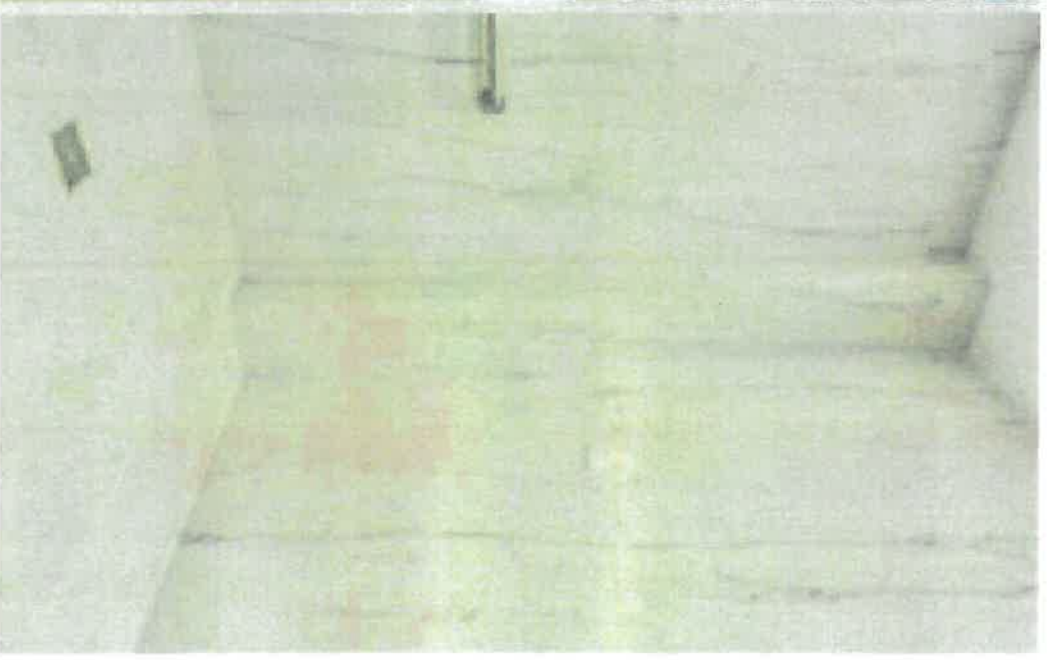
"The interior spaces included the building lobby, the lobby restrooms and the first-floor hallways. For each area, Sika was ready with product solutions for PIF's crews to apply. Wall surfaces were prepared with Sika® Level-02 EZ Primer before SikaTile®-475 LHT Premium Set was used to install book-matched Calacatta slabs. SikaTile®-815 LHT Secure Set bonded all porcelain tiles to the floor, while Sikasil® N Plus and Sika's EMSEAL products provided the necessary expansion joints in the lobby restrooms. Potomkin's teams preferred SikaTile®-400 LHT Pro but because of its flexibility, interior joints were filled with SikaTile®-800 Unsanded Grout, bright white on walls and canvas on floors.



The amenities area received a new porcelain deck and wood-look mosaic planters.



PIF's Grigorios Tsiknidis applies SikaTile®-800 Unsanded Grout to huge Calacatta slabs.

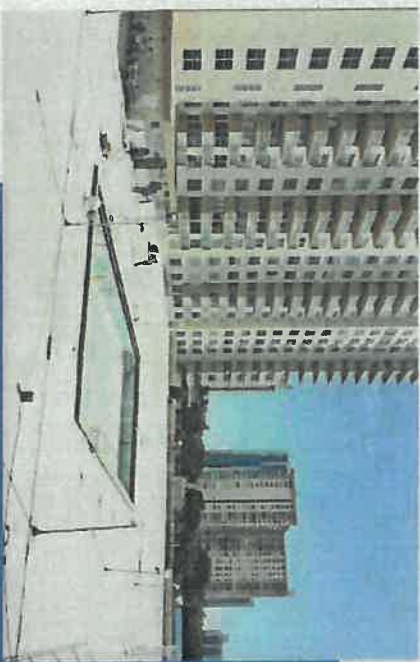


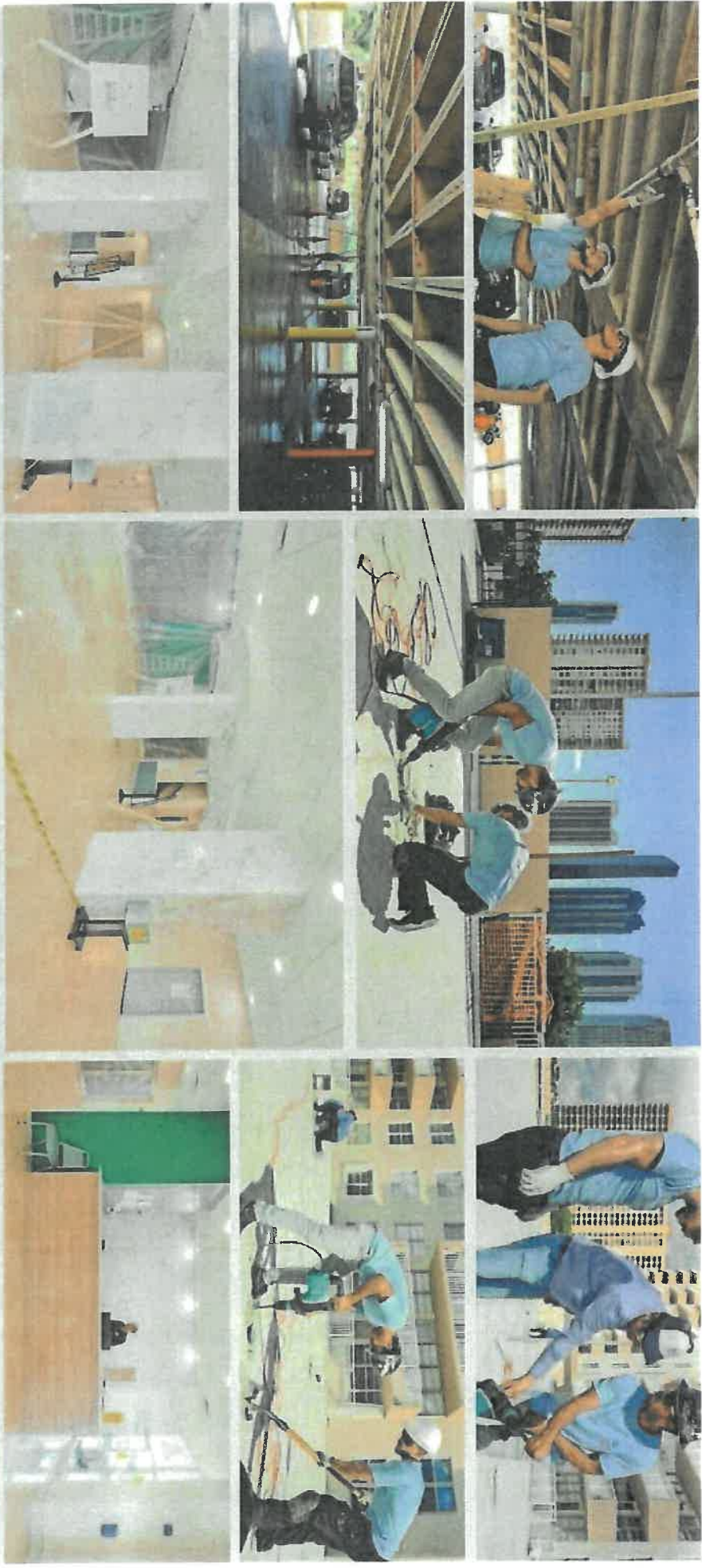
SikaTile®-400 LHT Pro Set was chosen for the first-floor bathroom due to its flexibility.



Winston Towers 100
Pool deck and lobby remodeling

**As it can be
seen, this
building
required a lot
of cosmetical
and technical
adjustments.**





We are always working to help Florida condominiums with hurricane preparations including but not limited to waterproofing, new drainage systems and impact doors

Winston Towers 100 Final Lobby Results





Our Pool Deck Vs The Rest Decks Nearby

May 2022

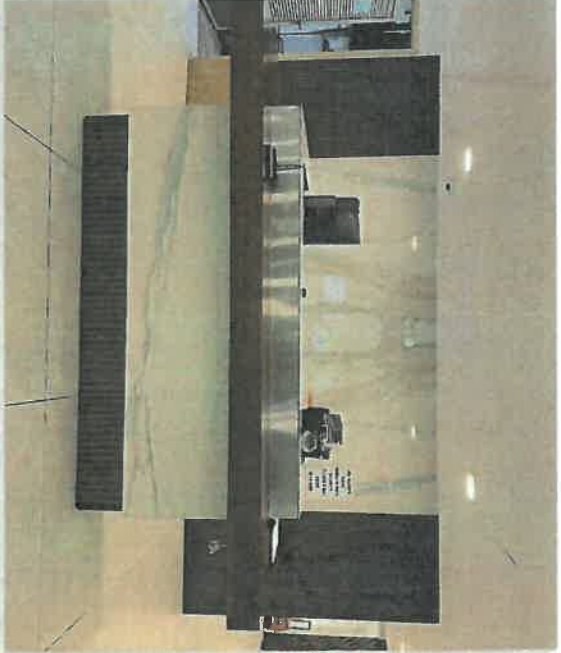


The next part in the “Winston Towers 300” project was the full lobby renovation

Main Entrance Tile Installation







Some Of Our OLDER Projects: Two Different Lobby Renovations



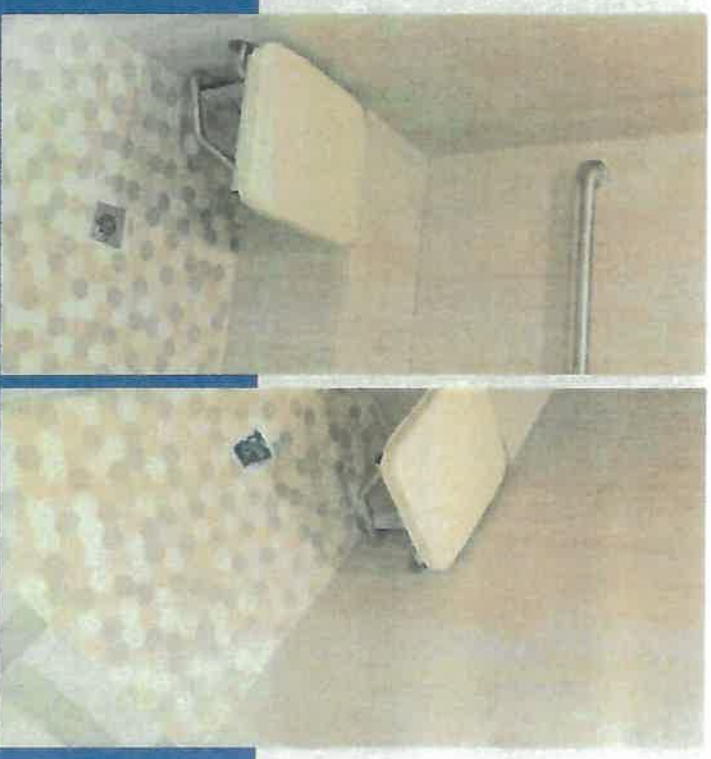
Railway Station

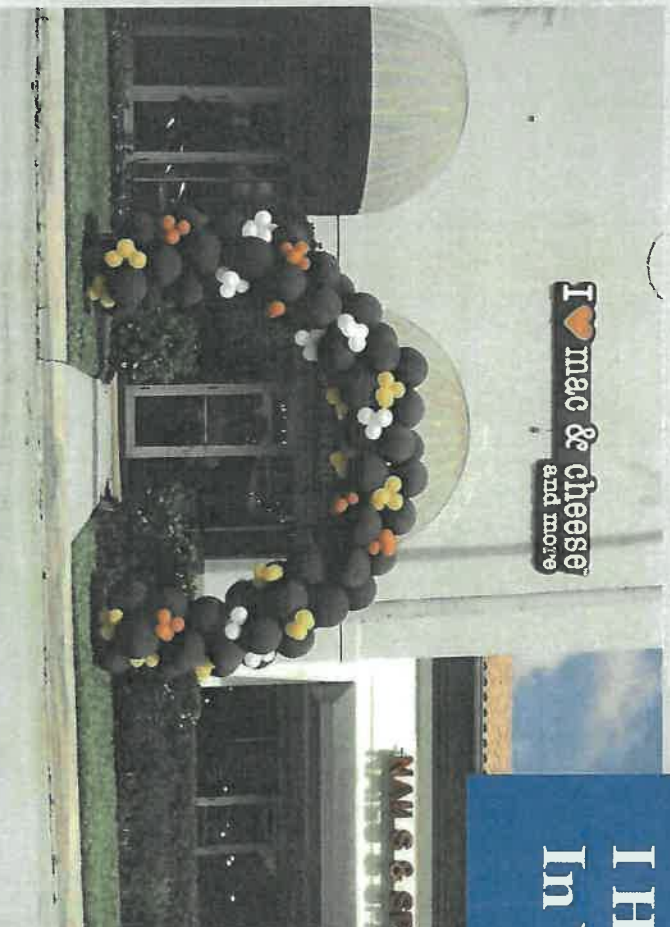


Business Center

Public Bathrooms Full Remodeling / Reconstruction

- ✔ New drain system installation
- ✔ New water pipelines installation
- ✔ New Waterproofing
- ✔ New Electrics
- ✔ New Tile Installation
- ✔ Hurricane Impact Doors Installation
- ✔ All Works Done in Accordance with new Florida Building Code (FBC), Accessible for People with Disabilities





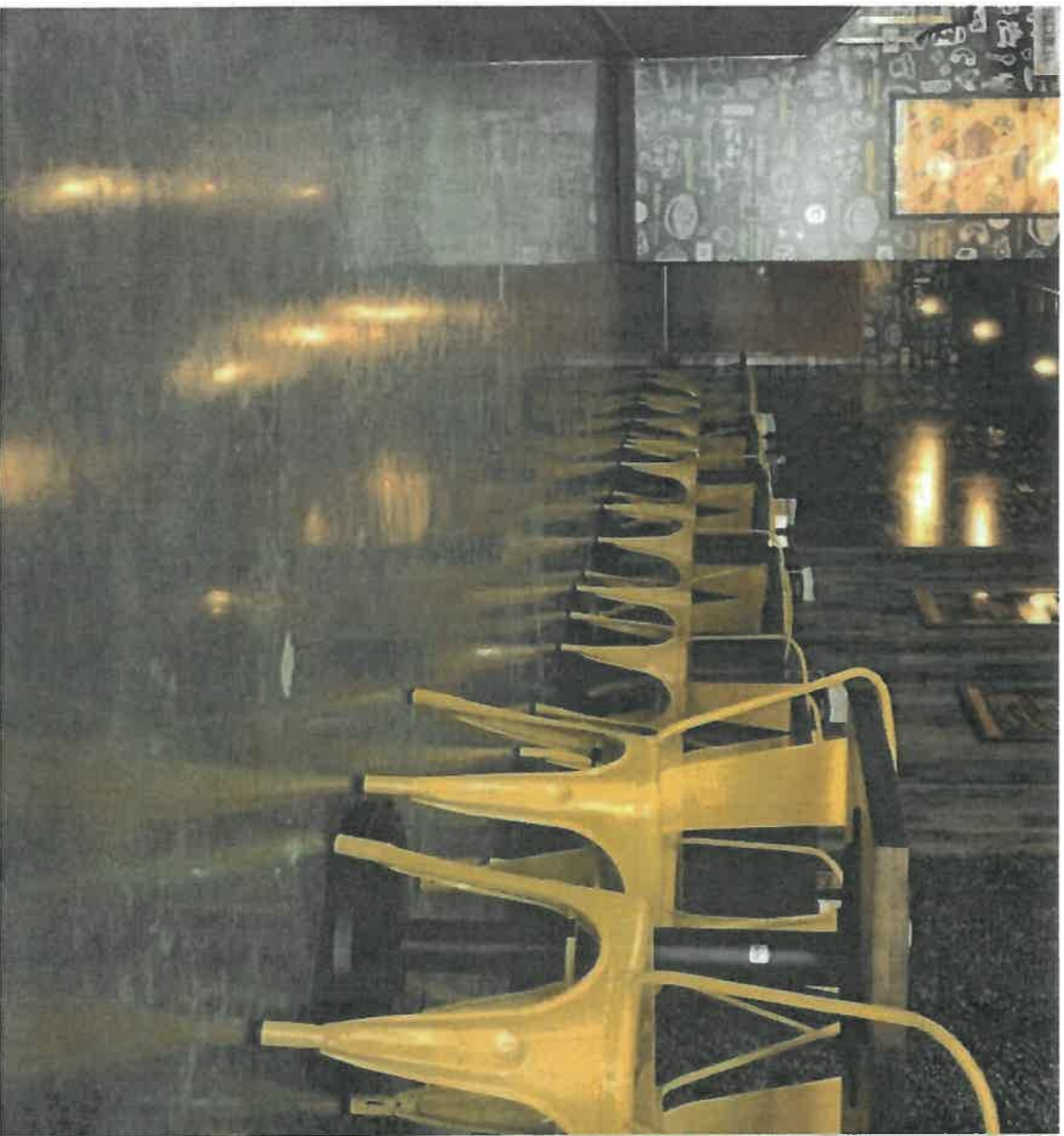
I Heart Mac & Cheese In Wellington, FL.

- ✔ Underground piping.
- ✔ High voltage electricity.
- ✔ Installation and connection of all kitchen appliances and equipment.
- ✔ New grease trap system.
- ✔ Drop ceiling with all necessary wiring for decorative lights.

Restaurants...

I **love** mac & cheese
and more™





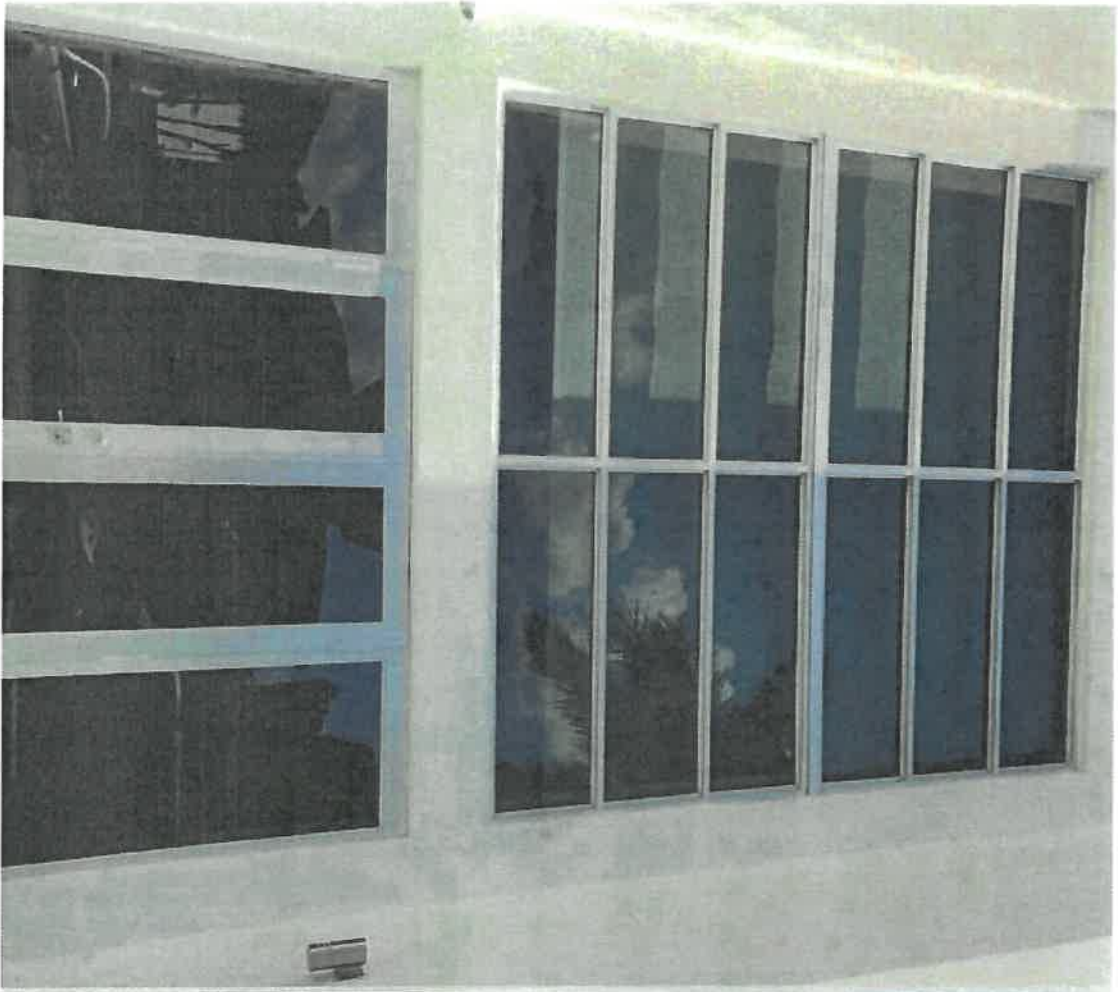
**...With Unique
Concepts And
Designs**



New House FULL Construction Under The Designer Project

- ✔ Foundation
- ✔ Structural Works
- ✔ Windows
- ✔ Brand new swimming Pool
- ✔ Finishing work





House Interior Full Renovation



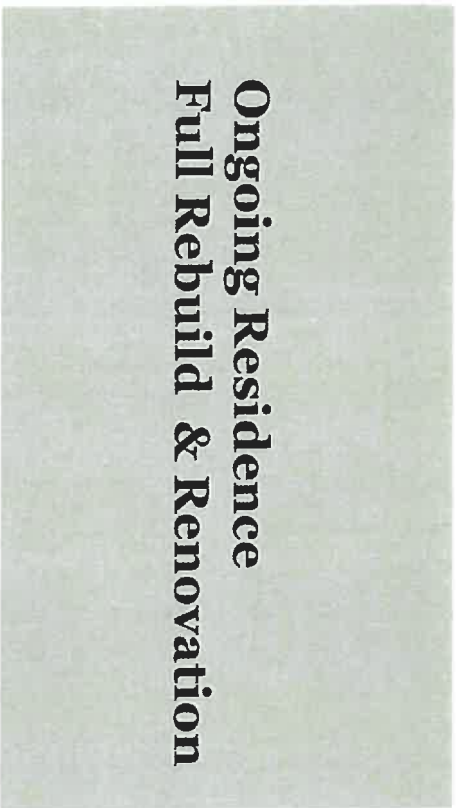
- ✔ Outside Waterproofing and Stucco
- ✔ Full Painting
- ✔ Bathrooms
- ✔ Electricity
- ✔ Lights

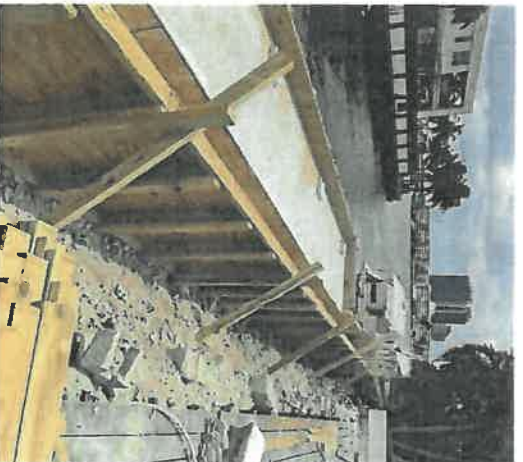


- ✔ Concrete and Foundation Repair (Helical Piles)
- ✔ Floor Height Rise + New roof, doors and windows
- ✔ New Plumbing and Electrical Systems
- ✔ New pool and pool deck with boat dock
- ✔ Full exterior and interior design-build



Ongoing Residence Full Rebuild & Renovation

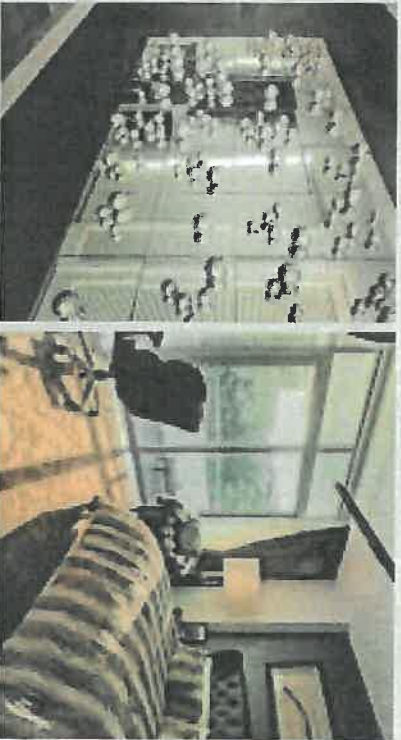




Private House Full Renovation

One of the projects:
a famous director's private
house full interior renovation
(designer project).

New floor installation, new
lights, new paint, new
ceilings, wallpapers, etc.



TileLetter

Porcelain for
miles in Sunny
Isles

100% Porcelain
Ceramic Tile
Winston Tower 300





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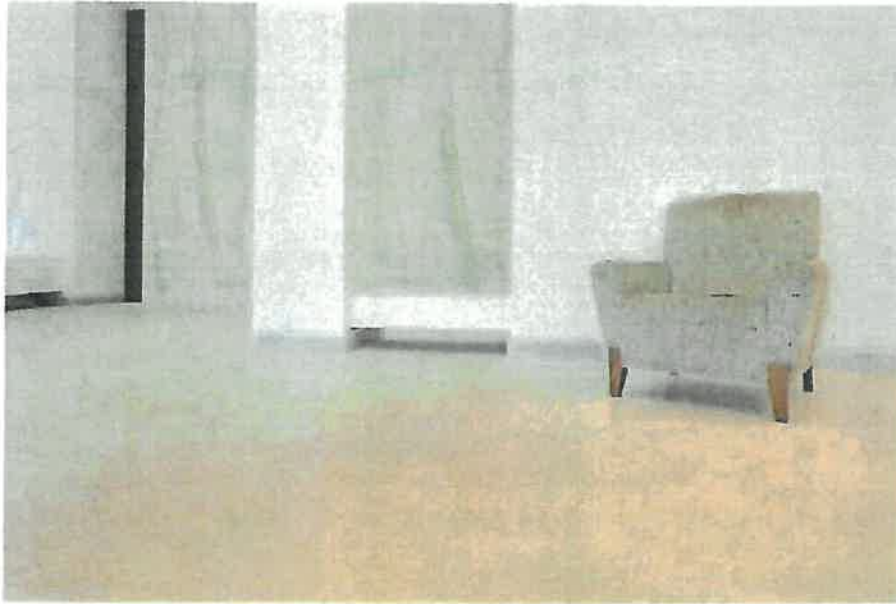
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PIF Construction Group and Sika were also tasked with transforming the building's lobby spaces.

Proving the product

Potomkin insisted on testing the products in the environment they would be used. "Michael, being a lifetime user of another product, said, 'Well, let me test your stuff,'" explained Johnson. "When we went there, we did a bond test over top of the Sika system. I wanted to test it the way his guys were going to set the tile and also how they weren't. He did one bond test where he didn't backbutter and just dropped it down on the trowel marks. On the other one, he backbuttered and installed it per TCNA guidelines like his team would do. Both performed very well. The bond was so tenacious over that Sika deck coating that they had a really hard time chipping it up. Both panels had to come up in little, tiny pieces. He was very, very happy with the result."

In all, 2,400 bags of SikaTile®-450 LHT Secure Set bonded the porcelain panels to the deck and the wood-look mosaic tiles to the planters located around the space. When it came to grouting, the environment presented complications that had to be addressed through product innovation.

"One of the real challenges was...this is Miami," Johnson noted. The southern Florida weather is unpredictable and aggressive, so Sika was tasked with offering a solution that would accommodate an erratic weather schedule. "When it came to grouting, they had to use a rapid-cure grout. One of the reasons they came to us was because of our [Sika Tile®-1815 Secure Grout. Several times a day it rained there, and with the flash time on our product being quick, we were able to meet the customer's needs by providing it."



PH's Grigoris Iskritilis applies Sika Tile®-800 Unsanded Grout to huge Cafacatia slabs.

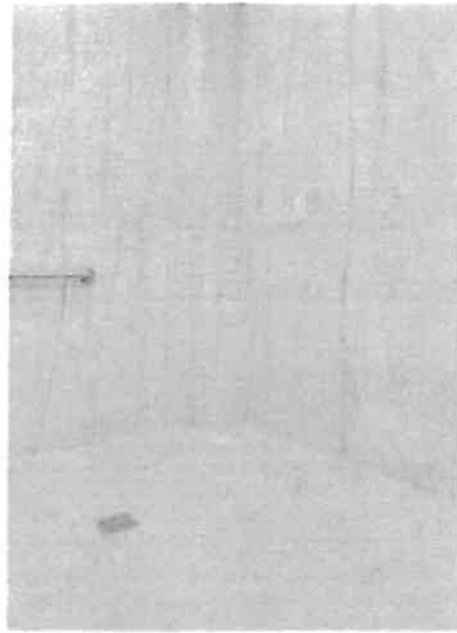
Project expansion

PH's workmanship and partnership with Sika led to



an expansion of the team's involvement with Winston Towers 300's redesign. "About halfway through the pool deck project," Johnson began, "Michael had me come in and meet with the building owners again and we talked about an additional project that was on the books for the interior portion of it. They were using slabs and porcelain tile on the interior."

The interior spaces included the building lobby, the lobby restrooms and the first-floor hallways. For each area, Sika was ready with product solutions for PIF's crews to apply. Wall surfaces were prepared with Sika[®] Level-Q2 EZ Primer before SikaTile[®]-175 LHT Premium Set was used to install book-matched Calacatta slabs. SikaTile[®]-150 LHT Secure Set bonded all porcelain tiles to the floor, while SikaSil[®] N Plus and Sika's EMSEAL products provided the required expansion joints. In the lobby restrooms, Potomkin's teams preferred SikaTile[®]-100 LHT Pro Set because of its flexibility. Interior joints were filled with SikaTile[®]-800 Unsanded Grout, bright white on walls and canvas on floors.



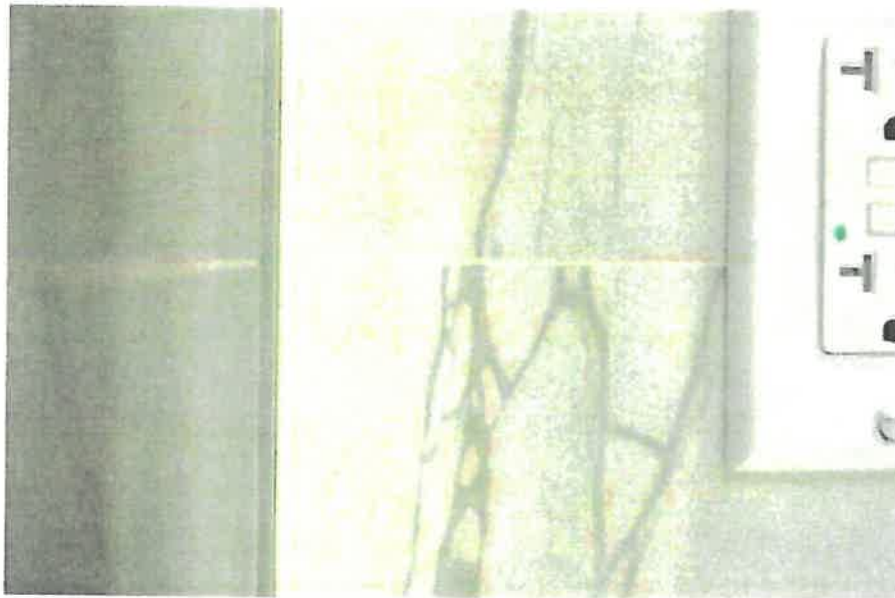
SikaTile[®]-400 LHT Pro Set was chosen for the first-floor bathroom due to its flexibility.

Winston Towers 300's pool deck was completed in May 2022. The interior tiling finished about a year later. PIF's successful deployment of the Sika solution systems ensured the new porcelain pool deck would appeal to residents of Winston Towers 300 for decades to come. The product performance and workmanship likewise

provided pleasing, low-maintenance interior surfaces on the lobby floor for guests and staff. Best of all, the quality of the Winston Towers 300 results led to another project for the Sika/PIF partnership.

Winston Towers 100

Heading one of 300's six sister complexes, the Winston Towers 100 Association summoned PIF and Sika to undertake its own tile replacement. Fresh from the experience of setting the 300's tile, the team is well prepared for the job. Johnson understands that despite the buildings' similarities, PIF knows to expect the unexpected. "One of the benefits of working with Sika is if you have a jobsite condition that comes up, more than likely we have a solution because of the tremendous breadth and width of our product selection."



SikaTile®-800 Unsanded Grout was used in the first-floor bathroom.

Previous Article
CALL FOR NOMINATIONS

Next Article
ASK THE EXPERTS

VERSATILE ENGINEERING, P. C.
47-30 244TH Street, Douglaston, New York 11362-1106
Tel. (917) 873-0662
e-mail: versatile.pc@gmail.com

To: KW PROPERTY MANAGEMENT & CONSULTING

Dear KW Team:

I am writing this letter to recommend Mykhailo Potomkin and their team at **PIF Construction Group** for your future construction or renovation project.

As an Architect/Engineer of record I saw their job at two of my projects, both in Manhattan, 192 8th Avenue, and 245 West 53rd Street (see photos below) when they installed kitchens, bathroom and make all other interior works for the high end luxury condos.

I have found Mykhailo Potomkin's team to be a dedicated and reliable professional. They demonstrated ability to work in quite tough environment (Manhattan). They are always working with great attention to the details (which is very important for interior works).

Mykhailo Potomkin and their team are good communicators and their proactive approach greatly contributes to a smooth and efficient construction process.

192 8th Avenue

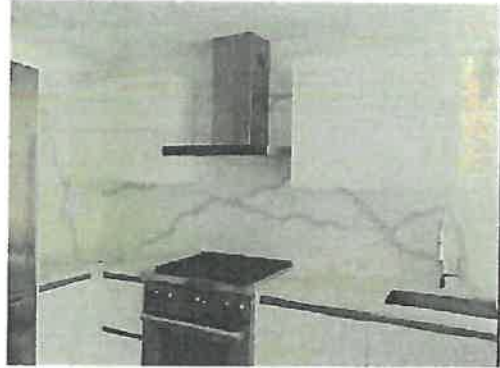


245 West 53 Street



These two projects are similar, - 5 and 6-story + penthouse luxury condo, one apartment per floor.

ERROR: unregistered
OFFENDING COMMAND: image



If you will have any questions on this matter, please call me

Regards,

Roman Sorokko, P.E.

(917) 873-0662

I am writing to recommend **PiF Construction Group** for any future construction projects you may be considering. As the Police Project Manager at the Hallandale Beach Police Department, I have had the pleasure of working with PiF on our Locker Room renovation project. Throughout this project, their exceptional craftsmanship and attention to detail have consistently exceeded the Police Department's expectations.

PiF has demonstrated remarkable professionalism and expertise. From initial planning through construction, their efficiency, knowledge, and thoughtful recommendations have supported every phase of the project. Their attention to detail is commendable, and they are always willing to go the extra mile to ensure our needs are met.

Their communication is outstanding. It is never difficult to reach either Alex or Michael by phone or email, and they are frequently present on site. They provided a clear work schedule and have adhered to it consistently. Alex and Michael are regularly on site to monitor progress, review materials with us, and discuss the upcoming week's work.

Their team of workers and supervisors are extremely hardworking, skilled, and organized. The workspace is always properly maintained, with materials stored neatly and safety standards clearly followed. At the end of each workday, the team ensures the area is thoroughly cleaned, sweeping and mopping to prevent dust from spreading beyond the renovation area, from the locker room to the hallway and surrounding spaces. Additionally, we receive weekly progress reports that summarize completed work and include photos documenting the project's development.

I strongly recommend PiF Construction Group for any construction projects you may undertake. Their skill, dedication, and responsiveness make them an invaluable partner. Should you have any questions or require further information, please feel free to contact me.

Best regards,



Aja Bear
Police Project Manager

abear@cohb.org

(954) 457-1489 x4419

Dear KW PROPERTY MANAGEMENT & CONSULTING,

I am writing to express my enthusiastic endorsement and recommendation for Michael Potomkin from PiF Construction Group, a prominent and esteemed member of our building community. As the President of the Winston Towers 100 Association, I have witnessed PiF's exemplary contributions to the commercial construction field firsthand.

PiF Construction Group in Michael's directory has consistently demonstrated an unwavering commitment to excellence, utilizing high-quality materials in all its projects. This dedication to superior craftsmanship ensures the longevity of their work and contributes significantly to the overall durability and resilience of the structures they build. The attention to detail and insistence on using top-tier materials set PiF apart as a leader in the industry.

One of PiF Construction Group's outstanding attributes is its punctuality in project delivery. Time and again, PiF has completed commercial construction projects like the building's lobby and pool deck and repaired the drainpipes, water lines, doors, and bathrooms. They did it within the stipulated timelines, showcasing its organizational efficiency and project management prowess. This reliability is invaluable in the commercial construction sector, where timely completion often translates into significant financial and operational advantages for all stakeholders.

Moreover, I would like to highlight PiF Construction Group's exceptional ability to respond to critical situations, such as life-threatening emergencies. PiF has demonstrated a remarkable capacity to address urgent matters, including but not limited to pipe leaks and the installation of hurricane-impact doors and windows. Their swift and effective responses to emergencies underscore their commitment to the safety and well-being of those within and around the structures they construct.

In conclusion, I wholeheartedly endorse PiF Construction Group for any commercial construction endeavor. We recommended Michael and PiF Construction Group to all our unit owners for any construction inquiries. I recommend PiF Construction Group for any project requiring excellence, reliability, and a commitment to safety. Their dedication to using high-quality materials, timely project completion, and adept handling of emergencies make them invaluable to our building community.

Should you have any further inquiries or require additional information, please do not hesitate to contact me at my email.

Sincerely,

Norman Piselev
Winston Towers 100
President



Winston Towers 100
Assoc. Inc.
250-174th Street Office
Sunny Isles Beach, FL 33160

Winston Towers 100 Association.



WINSTON TOWERS 100 ASSOC. INC. • 250 - 174th Street, Sunny Isles Beach, Florida 33160 • (305) 932-0850
Fax (305) 932-0852

June 29, 2022

**Ref: Unit # Lobby
Winston Towers 100 Association, Inc.**

To Whom It May Concern:

Please be informed that **Winston Towers 100 Association, Inc.** has requested permission to renovate their property. Although, Winston Towers 100 Association, Inc. does not object to **Winston Towers 100 Association, Inc.** renovation project, it does mandate that **Winston Towers 100 Association, Inc.** strictly adheres to the Local, County and State Building and Zoning Codes, and, that evidence of the permits issued by the applicable agencies are file with the Association office prior to commence such renovations. Once permits are received and all necessary documentation has been submitted, the association will provide final approval to **PIF Construction Group** commence work.

SCOPE: Lobby Renovation



Norm Pescey (SEAL.)
Board Member
Winston Towers 100 Association, Inc.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 29 day of June, 2022, by **Norman Pescey** he is personally known to me.

Notary Public: Mael Hashaban
Signature



WINSTON TOWERS 100 ASSOC. INC. • 250 - 174th Street, Sunny Isles Beach, Florida 33160 • (305) 932-0850
Fax (305) 932-0852

July 29, 2022

Ref: Unit # Pool Deck
Winston Towers 100 Association, Inc.

To Whom It May Concern:

Please be informed that **Winston Towers 100 Association, Inc** has requested permission to renovate their property. Although, Winston Towers 100 Association, Inc. does not object to **Winston Towers 100 Association, Inc** renovation project, it does mandate that **Winston Towers 100 Association, Inc** strictly adheres to the Local, County and State Building and Zoning Codes, and, that evidence of the permits issued by the applicable agencies are file with the Association office prior to commence such renovations. Once permits are received and all necessary documentation has been submitted, the association will provide final approval to **PiF Construction Group, INC** commence work. No other contractor or subcontractor was approved for this project.

SCOPE OF WORK: Demolition of pavers on the pool deck.

(SEAL)

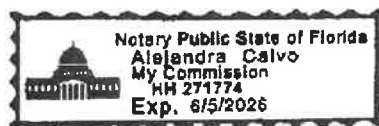
Board Member
Winston Towers 100 Association, Inc.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 29 day of July, 2022, by **Bruce Peterson – Vice-President** he is personally known to me.

Notary Public:

Alejandra Calvo
Signature



Email: office@winstontowers100.net



Avant Garde Condominium Association, Inc.
CONTRACTOR APPROVAL FORM

Date: 5/13/24

Approval is hereby granted to:

Name(s): PIF CONSTRUCTION /
M & Z COMPLETE CONSTRUCTION

Whose Address is: 2017 / 2049 S. OCEAN DRIVE, HALLANDALE BEACH, FL 33009.

Building West () , or East () Unit — .and/or Work Being Done in the Building Y() N()

Type of Work Being Done:

ELEVATOR FLOOR TILES . SOFFIT BUILDOUT- COMMON HALLWAYS
NO MECHANICAL
LED LIGHT REPLACEMENT

[Signature] PRESIDENT 5/13/24
Approved by- Signature Title Date

STATE OF FLORIDA

COUNTY OF Miami-Dade N/A

Sworn to (or affirmed) and subscribed before me this 13th day of May, 2024, by
_____. Personally Known: _____ OR Produced Identification: Type
of Identification Produced: FLDL

[Signature]
Signature of Notary Public



Print, Type or Stamp Name of Notary

To whom it may concern,

I have been working with Mykhailo Potomkin from PIF Construction Group for the past 3 years. Mykhailo is a loyal customer to Sherwin-Williams and I appreciate the business relationship we have built. Mykhailo is knowledgeable in the products that we carry, using Super Paint Exterior, Latitude, and Epoxy for his exterior jobs and Super Paint Interior and Cashmere for interior jobs. I have visited Mykhailo at job sites and from what I can see, Mykhailo is a professional, responsive and has a great eye for detail contractor. I am proud to call Mykhailo a colleague and will support his business in any way.

Juanita Osorio
Account Representative
The Sherwin-Williams Company



Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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



POTOMKIN, MYKHAILO

PIF CONSTRUCTION GROUP INC.
2999 NE 191ST STREET
STE 709
AVENTURA FL 33180

LICENSE NUMBER: CBC1267762

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 05/09/2024

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This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor



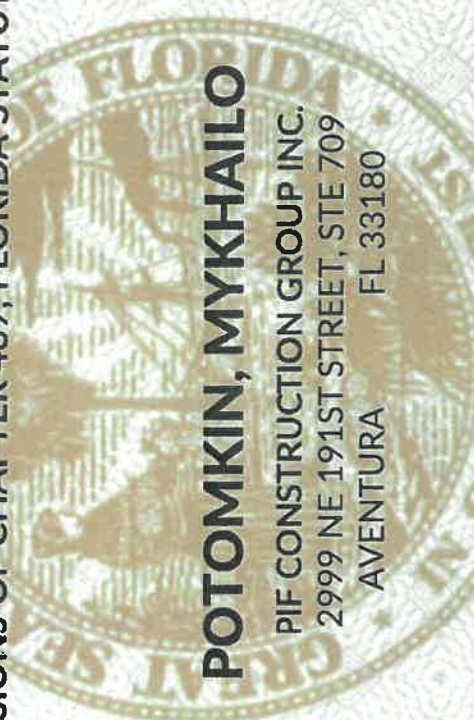
Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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



POTOMKIN, MYKHAILO

PIF CONSTRUCTION GROUP INC.
2999 NE 191ST STREET, STE 709
AVENTURA FL 33180

LICENSE NUMBER: CFC1433223

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 10/28/2024

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Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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



POTOMKIN, MYKHAILO

PIF CONSTRUCTION GROUP INC.
2999 NE 191ST ST. SUITE 709
AVENTURA FL 33180

LICENSE NUMBER: CGC1537165

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 11/14/2024

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.

OSHA OUTREACH TRAINING

Completion Certificate

MYKHAILO POTOMKIN

has successfully completed the following course:

OSHA 30-Hr Outreach Training for the Construction Industry
and is awarded 3.0 CEU credits

11/4/2024



David E. Couch Jr.

OSHA Authorized Trainer

Construction #: 20-0107970 General #: 20-0079854

As an OSHA Outreach trainer, I verify that I have conducted this OSHA Outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class.

OSHA Authorized Provider:



UNIVERSITY OF
SOUTH FLORIDA

Certificate #: 06876699



INSTITUTE FOR CROSS-CONNECTION

IN MARGATE, FLORIDA
CERTIFIES THAT

MYKHAILO POTOMKIN

Has successfully completed the high standards of the 40 hour Backflow Prevention Assembly Tester Training And Certification Course developed using accepted practices of the American Waterworks Association Guidelines as set forth in the AWWA Manual M14 in full compliance with the Florida Administrative Code and has met the requirements for voluntary certification as a

BACKFLOW PREVENTION ASSEMBLY TESTER

Date of Expiration
SEPTEMBER 21, 2027

For Renewal Call us at: (954) 971-5383

www.iccbackflow.com

ICC-BT-1647



Dore Hoekstra

ICCLead Instructor

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

-THIS IS NOT A BILL - DO NOT PAY

7382231

BUSINESS NAME/LOCATION
PIF CONSTRUCTION GROUP
INC
2999 NE 191ST ST STE 709
AVENTURA, FL 33180-3386

OWNER
PIF CONSTRUCTION GROUP INC
C/O MYKHAILO POTOMKIN
OIAI IFIFR
Worker(s) 1

RECEIPT NO.
NEW BUSINESS
7714479



SEC. TYPE OF BUSINESS
196 PLUMBING
CONTRACTOR
CFC1433223



EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

**PAYMENT RECEIVED
BY TAX COLLECTOR**
45.00 12/19/2025
PTBTC-26-052425



This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit mdctaxcollector.gov

PIE CONSTRUCTION GROUP




Elysium



PIF CONSTRUCTION GROUP



PIE CONSTRUCTION GROUP



www.altersurety.com

June 2, 2025

City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009

RE: PIF CONSTRUCTION GROUP INC.

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for PIF CONSTRUCTION GROUP INC. Their surety is Old Republic Surety Company, which carries an A.M. Best Rating of "A+" (Excellent) XV and listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance & Payment Bonds for projects in the \$1,000,000 single job size range and \$1,000,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms, and obtain satisfactory evidence of funding prior to final commitment to issue the bonds.

PIF CONSTRUCTION GROUP INC. is an excellent contractor and we hold them in the utmost highest regard. Over the years, we have issued numerous bonds, all of which have been completed to great satisfaction. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance & payment bond. It is issued only as a bonding reference requested by our respected client. We assume no liability to the Obligee or its affiliates if for any reason we do not execute such bonds.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Matthew A. Palacio
Florida Resident Agent

5979 N.W. 151st Street • Suite 202 • Miami Lakes, FL 33014
Phone: 305-517-3803 • Fax: 305-397-1311

RFP EXHIBIT “B” - SAMPLE AGREEMENT AS TO FORM

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this “Contract”) is made this _____ day of _____, 2026 (the “Effective Date”) by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the “Town”), and _____ a Florida for-profit corporation (the “Contractor”).

WHEREAS, the Town issued Request for Proposals No. 2026-____ (the “RFP”) for the _____ Project in Surfside, Florida (the “Project”), which RFP is incorporated herein by reference and made a part hereof; and

WHEREAS, in response to the RFP, the Contractor submitted a Proposal for the Project (the “Proposal”), which is incorporated herein by reference and includes the Price Submittal attached hereto as Exhibit “A”; and

WHEREAS, the Contractor was selected by the Town to perform the Work in accordance with the RFP and Proposal; and

WHEREAS, the Contractor represents that it possesses the experience, qualifications, and ability to perform the Work and has agreed to do so in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. SCOPE OF WORK

1.1. Scope of Work. Contractor shall furnish all labor, materials, equipment, services, design (if applicable), permitting, supervision, and incidentals necessary to complete the Project in accordance with the Contract Documents (the “Work”). The Contractor shall be responsible for delivering a complete and functional Project in compliance with all applicable federal, state, and local laws, codes, and regulations, including the Florida Building Code. The Contractor shall verify all existing field conditions, dimensions, and site constraints and shall not rely solely on any information provided by the Town.

1.2. Design Responsibility (If Applicable). For projects delivered under a design-build approach, the Contractor shall be responsible for the design, engineering, permitting, and construction of the Project. The Contractor shall ensure that all design documents are prepared by appropriately licensed professionals and comply with all applicable codes and regulatory requirements.

1.3. Contract Documents. The Contract Documents shall include this Contract, the RFP and all addenda, the Contractor’s Proposal, any technical requirements or specifications included in

RFP EXHIBIT "B" - SAMPLE AGREEMENT AS TO FORM

the RFP, all applicable drawings/plans/permits, and all exhibits attached hereto, all of which are incorporated herein by reference.

- Exhibit "A" – Contractor's Proposal and Price Submittal
- Exhibit "B" – RFP and Addenda
- Exhibit "C" – Grant Requirements (if applicable)

1.4. Project Pre-Construction Conference and Schedule. Contractor must comply with the following requirements:

1.4.1. A pre-construction conference shall be held between the Town and the Contractor within five (5) calendar days after execution of this Contract by both parties, and prior to commencement of any Work.

1.4.2. Contractor shall submit a proposed Project Schedule within five (5) calendar days from the date this Contract is executed by both parties for review and approval by the Town. The schedule shall identify all major activities and phases of the Project and shall establish the baseline schedule for the Project.

1.4.3. All updates of the Project Schedule must be tracked against the baseline schedule and shall be submitted, at a minimum, with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules may result in the rejection of any submitted payment application.

1.4.4. All Project Schedules must be prepared in Microsoft Project or other format approved by the Town. At the time of submission, Contractor shall provide both a hard copy and an electronic version. Electronic versions shall not be submitted in .pdf format.

1.5. Records and Documentation.

1.5.1. Record Documents and As-Built Drawings. Contractor shall maintain accurate and complete records of all Work performed and shall document any deviations from the Contract Documents. For design-build projects, Contractor shall provide record drawings or documentation sufficient to demonstrate the final installed conditions of all major systems, including mechanical, electrical, and structural components, as applicable. All record documentation shall be kept current throughout the Project and shall be submitted to the Town as a condition precedent to final payment. Contractor shall certify that all record documents are complete and accurate and reflect the Work as constructed.

1.5.2. Record Set. Contractor shall maintain, in a safe location, one complete and updated record set of the Contract Documents, including addenda, change orders, RFIs, and field directives, reflecting all modifications made during the performance of the Work. The record set shall be continuously updated and delivered to the Town upon Final Completion as a condition precedent to final payment.

RFP EXHIBIT "B" - SAMPLE AGREEMENT AS TO FORM

1.5.3. Construction Photographs. Prior to commencement of the Work, Contractor shall document existing site conditions through digital photographs and/or video and submit copies to the Town. Contractor shall also submit, with each application for payment, photographs that accurately reflect the progress of the Work. Photographs shall be provided in both digital format and, if requested by the Town, printed format. Digital photographs shall be in .jpeg format and clearly labeled with the Project name, date, and description of the Work depicted.

1.6. Staging Site.

1.6.1. Contractor shall be solely responsible for securing and maintaining any staging site(s) necessary for the performance of the Work, including all site security, fencing, and protection of materials and equipment. Contractor shall be responsible for any loss, damage, or theft of its equipment and materials. Any fencing or use of staging areas is subject to the prior written approval of the Town.

1.6.2. The Town may, at its sole discretion, make a staging site available for use by the Contractor. If such site is made available, the Town assumes no responsibility or liability for any equipment or materials stored on the site. Contractor shall be solely responsible for any loss, damage, or theft and shall restore the site to its pre-existing condition upon completion of its use.

1.6.3. Contractor may provide or utilize an office trailer for the duration of the Project, subject to prior written approval by the Town as to its use and location. Contractor shall obtain all required permits and approvals for such use.

1.6.4. No parking shall be permitted at any Town-provided staging site without prior written approval of the Town.

1.7. Purchase and Delivery, Storage and Installation. All materials shall be furnished, delivered, and installed as part of the Work. Contractor shall be solely responsible for the purchase, delivery, off-loading, storage, and installation of all equipment and materials. Contractor shall be responsible for replacing any damaged or defective materials and for filing any claims with suppliers. All transportation and handling of materials shall comply with all applicable federal, state, county, and local laws, rules, and regulations. Materials shall not be stored on-site without prior written approval of the Town.

1.8. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion. The Contractor shall provide at least fourteen (14) days' notice to the Town, or its designated representative, of its intent to retain or utilize a subcontractor.

1.9. Project Signage. Contractor shall furnish and install project signage at the Project site, if required by the Town, in accordance with the Town's requirements.

2. CONTRACT TIME

RFP EXHIBIT "B" - SAMPLE AGREEMENT AS TO FORM

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Town Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to the Town of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the Work shall be substantially completed within _____ calendar days from the date specified in the Notice to Proceed ("Contract Time"), or as otherwise established in the Contract Documents. Substantial Completion shall be defined for this purpose as the date on which the Town receives beneficial use of the Project. The Work shall be fully completed in accordance with the Contract Documents within _____ calendar days from the date specified in the Notice to Proceed ("Final Completion Time"), or as otherwise established in the Contract Documents. Final Completion shall be defined as the date determined by the Town when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to the Town all documentation required herein.

2.3. Upon failure of Contractor to substantially complete the Work as defined in this Contract within the Contract Time, Contractor shall pay to the Town the sum of One Thousand Dollars (\$1,000.00) for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion, up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to the Town the sum of Five Hundred Dollars (\$500.00) for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion, up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to the Town for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties, who acknowledge the difficulty of determining the amount of damages that will be sustained by the Town as a consequence of Contractor's delay and failure to complete the Work on time.

2.4. Town is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In the event the liquidated damages due to the Town exceed monies due to Contractor, Contractor shall be liable and shall immediately, upon demand by the Town, pay the amount of such excess.

3. CONTRACT PRICE AND PAYMENT PROCEDURES

3.1. Price. The Town shall pay the Contractor a total amount not to exceed \$_____ for the performance of the Work (the "Contract Price"). The Contract Price is based on the pricing set forth in Exhibit "A" and shall constitute full compensation for all labor, materials, equipment, services, overhead, profit, and incidentals necessary to complete the Work in accordance with the Contract Documents. Payment shall be made based on the pricing submitted in the Contractor's Proposal and the Work performed, as verified and approved by

RFP EXHIBIT “B” - SAMPLE AGREEMENT AS TO FORM

the Town. Notwithstanding the foregoing, in no event shall the total amount paid to the Contractor exceed the Contract Price unless authorized by a written Change Order executed by the Town. The Contractor acknowledges that the estimated quantities are approximate and that it is responsible for completing the Work for the Contract Price. Any increase in quantities shall not entitle the Contractor to additional compensation unless approved through a Change Order.

3.2. Schedule of Values. If required by the Town, the Contractor must submit two copies of a Schedule of Values within ten (10) calendar days from the date this Contract is executed by both parties. The Schedule of Values shall indicate a complete breakdown of labor and material of all categories of Work on the Project, as applicable. Contractor’s overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items, if applicable. The Town may require further breakdown after review of the Contractor’s submittal and reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the Schedule of Values. The combined total value for mobilization under the Schedule of Values shall not exceed five percent (5%) of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor’s payment application form, if applicable. The Contractor guarantees that each individual line item contained in the Schedule of Values submitted as part of a competitive solicitation shall not be increased without written approval by the Town Manager.

3.3. Payment Application Procedures. Town shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor’s Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Town shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month to the Town or its designated representative. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Town or its designated representative, but, in each case, less the aggregate of payments previously made and less such amounts as the Town shall determine or may withhold, taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the “Retainage”) shall be retained by the Town until final completion and acceptance of the Work by the Town. In the event there is a dispute between Contractor and the Town concerning a Pay Application, dispute resolution procedures shall be conducted by the Town commencing within forty-five (45) days of receipt of the disputed Payment

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Application. The Town shall reach a conclusion within fifteen (15) days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.4. Progress Payment Applications. Each progress payment application submitted to the Town must include:

3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the Town and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the Town;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the Town and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the Town Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. Final Payment. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Town, and upon receipt of consent by any surety, Town shall pay the remainder of the Contract Price (including Retainage) as recommended by the Town or its designated representative and Building Official. Final payment is contingent upon receipt by Town from Contractor of:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures’ warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the Town;

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3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the Town to assure a lien-free and claim-free completion of the Work;

3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

3.5.9. At least one complete set of record documentation or as-built drawings, reflecting an accurate depiction of Contractor’s Work;

3.5.10. Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. Payment Withholding. The Town may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the Town or its designated representative, to protect the Town from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the Town, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The Town has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the Town;

3.6.6. The Town has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

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3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of Town Rights. The payment of any Application for Payment by the Town, including the final request for payment, does not constitute approval or acceptance by the Town of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town ’s rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term “subcontractor,” as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Town. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor’s work is satisfactorily complete and accepted by the Town.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the “Cost Savings”), shall revert to the Town. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Town or its designated representative with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the Town of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Town.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire Contract between the Town and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the RFP and all addenda, any technical specifications or requirements included in the RFP, any bidding or procurement documents for the Project, the Contractor’s Proposal for the Project (including the Price Submittal), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed

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incorporated into and made a part of this Contract by this reference and govern this Project. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, contracts, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, contracts, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or contracts, whether oral or written.

4.3. The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however, in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Town’s prior written authorization.

4.4. This document, excluding all exhibits and attachments, is referred to as the “Base Contract.” In the event of a conflict between the Contract Documents, the order of precedence shall be as follows:

4.4.1. First Priority: Change Orders, with the most recent Change Order taking precedence;

4.4.2. Second Priority (if applicable): Exhibit “C” – Grant Agreement No. _____, including any amendments, and any applicable federal or state grant requirements;

4.4.3. Third Priority: This Base Contract;

4.4.4. Fourth Priority: Exhibit “B” - The RFP and all addenda;

4.4.5. Fifth Priority: Any technical specifications, requirements, or permits applicable to the Project;

4.4.6. Sixth Priority: Exhibit “A”, Contractor’s Proposal, including the Price Submittal Form

5. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents, attorneys, and employees, from and against any and all demands, claims, losses, suits, liabilities, expenses, causes of action, actions, judgment or damages, including legal fees and costs and through all appeals, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of or, related to, or in any way connected with Contractor’s negligence, recklessness, or intentional misconduct in the Contractor’s performance or non-performance of any provision of this Contract, Contractor’s obligations, or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party, any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or subcontractors in the Contractor’s performance of Services pursuant to this Contract, including but not limited to liabilities arising from contracts between the Contractor

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and any third parties made pursuant to this Contract. Contractor shall reimburse the Town for all its expenses including reasonable attorneys’ fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from her/its performance or non-performance of this Contract. Additionally, the Contractor shall defend, indemnify, and hold the Town harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys’ fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other employment related litigation or worker’s compensation claims under federal, state, or local law. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance.

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Town and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor’s insurance and shall not contribute to the Contractor’s insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1 and may be increased by the Town as it deems necessary or prudent. In the event any request for the performance of services presents exposures to the Town not covered by the requirements set forth below, the Town reserves the right to add insurance requirements that will cover such an exposure.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.

6.1.1.2. Workers Compensation and Employer’s Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer’s Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be

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allowed to provide Services pursuant to this Contract who is not covered by Worker’s Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers’ Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers’ Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

6.1.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder’s Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, and prior to commencing Work, the Contractor shall provide the Town with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days’ written notice shall be provided to the Town prior to cancellation, termination, or material alteration of said policies or insurance. Acceptance of the Certificate(s) is subject to approval of the Town.

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6.1.2.1. Additional Insured. Except with respect to Worker’s Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor’s insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor’s insurance. The Contractor’s insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.2.3. Cancellation; Replacement Required. Contractor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the Town. If a required policy is canceled without Contractor’s prior knowledge, Contractor will notify the Town immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The Town expressly reserves the right to replace the canceled policy at Contractor’s expense if Contractor fails to do so.

6.1.2.4. Termination of Insurance. Contractor may not cancel the insurance required by this Contract until the work is completed, accepted by the Town and Contractor has received written notification from the Town Manager that Contractor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled.

6.1.2.5. Liabilities Unaffected. Contractor’s liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Contractor’s liabilities under this Contract will not be limited to the extent of the existence of any exclusions or limitations in insurance coverages, or by Contractor’s failure to obtain insurance coverage.

6.1.2.6. Contractor will not be relieved from responsibility to provide required insurance by any failure of the Town to demand such coverage, or by Town’s approval of a policy submitted by Contractor that does not meet the requirements of this Contract.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. If required by the Town, prior to performing any portion of the Work the Contractor shall deliver to Town the Bonds required to be provided by Contractor hereunder (the bonds

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referenced in this Section are collectively referred to herein as the “Bonds”). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Town and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor’s sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.

7. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Town to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding/procurement documents, including, without limitation, Contract Documents and any technical data or specifications.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and

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improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. No recovery for changed market conditions.

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the “Market Conditions”). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the “Pandemics”), (2) the current military conflict involving Russia and the Ukraine (the “Ukraine Military Conflict”), and (3) the current military conflict in the Middle East, involving, but not limited to, the United States, Israel and Iran (the “Middle East Conflict”). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into

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account the impacts of Market Conditions, the Pandemics, the Ukraine Military Conflict, and the Middle East Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics, the Ukraine Military Conflict or the Middle East Conflict.

7.2.3. The Town shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Paragraph.

7.3. Contractor warrants the following:

7.3.1. Anti-Discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.3.2. Anti-Kickback/No Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an Contract or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.3.3. Licenses. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required licenses.

7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required permits. Town building

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permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. Defective Work; Warranty and Guarantee.

7.4.1. Town shall have the authority to reject or disapprove Work which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.4.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Town or its designee, Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of three (3) years from the date of Substantial Completion. If, within three (3) years after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Town prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Town all material and equipment warranties upon completion of the Work hereunder.

7.4.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Town may, upon seven (7) days

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after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Town for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the Town for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Town. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the Town upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) Town funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the Town secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the Project pursuant to any borrowing legislation adopted by the Town Commission relative to the Project; and (iii) Town Commission enacts legislation which awards and authorizes the execution of this Contract if such is required.

8.5. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Town. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be

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compensated for except as they may have been included in the Contractor’s Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order (“CO”) approved in advance, and issued in accordance with provisions of the Contract Documents.

9.1.2. For Contractor initiated change orders, the Contractor is required to provide the Town or its designated representative with a detailed Request for Change Order (“RCO”) in a form approved by the Town, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Town may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor’s acknowledgement that the changes included in an RCO will not affect the project schedule.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the Town Code of Ordinances, approved by the Town Commission.

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9.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Town reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Town directs the Contractor to proceed on a time and materials basis, the Town shall impose a maximum not-to-exceed amount and the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Town.

9.2. Continuing the Work. Contractor must continue to perform all Work under the Contract Documents during all disputes or disContracts with Town, including disputes or disContracts concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disContracts.

10. MISCELLANEOUS

10.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town Manager. In entering into this Contract, the Town is relying upon the apparent qualifications and expertise of the Contractor and its familiarity with the Town’s area, circumstances and desires.

10.2. Successors and Assigns. This Contract shall be binding upon the Parties and their respective successors, heirs and assigns.

10.3. Contractor’s Responsibility for Damages and Accidents.

10.3.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Town and shall promptly repair any damage done from any cause.

10.3.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town.

10.4. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

10.5. Waiver of Jury Trial. TOWN AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

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10.6. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.7. Compliance with Laws. The Contractor shall comply with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and lawful orders of public authorities that are now or may become applicable to the Work, including the requirements set forth in Exhibit "C" – Grant Agreement No. _____, as may be amended. The Contractor shall obtain all required permits from all jurisdictional agencies at its own expense.

10.8. Examination and Retention of Contractor's Records.

10.8.1. The Town or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.8.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Town providing for retention and audit of records.

10.8.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

10.8.4. The Town may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Town Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

10.9. Authorized Representative.

10.9.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Town to represent and act for Contractor and shall inform Town, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Town informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

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10.9.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Town. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Town, Contractor shall replace the unacceptable personnel with personnel acceptable to the Town.

10.10. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Town harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.11. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Town. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

10.12. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Town shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

10.13. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Town at Contractor's expense.

10.14. Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien

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discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Town shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Town shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Town’s reasonable attorneys’ fees and costs incurred in connection therewith.

10.15. State Required Affidavits. By entering into this Contract, the Contractor agrees to review and comply with the following state affidavit requirements:

10.15.1. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Contract, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

10.15.2. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Contract, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

10.15.3. Prohibition on Contracting with Entities of Foreign Concern - Affidavit. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual’s personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Contract, the Contractor acknowledges that it has read

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Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

10.15.4. Compliance with Public Entity Crimes Statute. The contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

10.15.5. Scrutinized Companies Certification. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract. If this Contract is for more than one million dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, 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, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

10.16. Independent Contractor. The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

10.17. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice. Either Party may change the person or address to which notices and other communications are to be sent by giving written notice of the change in the manner specified in this paragraph.

10.18. Ownership and Access to Records and Audits.

10.18.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and

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all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Contract (“Work Product”) belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

10.18.2. Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Contract. The Town Manager or her designee shall, during the term of this Contract and for a period of five (5) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 the Contract, and following completion of the Contract until the records are transferred to the Town.

10.18.3. Upon request from the Town’s custodian of public records, Contractor shall provide the Town with a copy of the 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.18.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Town.

10.18.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession, custody or control of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.18.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

10.18.7. Contractor’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Town.

10.18.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Sandra McCready, MMC

**Mailing address: 9293 Harding Avenue
Surfside, FL 33154**

Telephone number: 305-861-4863

Email: smccready@townofsurfsidefl.gov

10.19. Boycotts. The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

10.20. Conflict of Interest. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

10.21. Binding Agreement. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

10.22. Days. Unless otherwise specified, any reference to days in this Agreement shall mean calendar days.

10.23. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

10.24. Severability. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the

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inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

10.25. Headings. The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

10.26. Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth herein shall survive the termination of this Agreement.

10.27. Waiver; Cumulative Remedies. No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

10.28. Force Majeure. Non-performance of the Parties shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to (“Force Majeure”), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

10.29. Sovereign Immunity. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town’s sovereign immunity as set forth in Section 768.28, Florida Statutes, as may be amended from time to time.

11. SPECIAL CONDITIONS

The following provisions in this Section 11 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

11.1. Unsatisfactory Personnel.

11.1.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

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11.1.2. The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

11.2. Hours of Work. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Town or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Town Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Town.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the Town to protect the public health, safety, and welfare, a Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Town with a proposed MOT plan for review. The Town may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

11.4. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

11.5. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Town or its designated representative. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Town or its designated representative to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

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11.6. Severe Weather Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11.7. American Rescue Plan Act Contract Conditions. The Contractor acknowledges that the Work may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Town pursuant to the American Rescue Plan Act (“ARPA”). Towards that end, the Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Contract Conditions.

If the Work will be funded utilizing ARPA funds, the Town shall select this box: .

11.8. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (each a “Grant”). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant.

Grant Title	Grant Contract Exhibit
_____	_____
_____	_____
_____	_____
_____	_____

If the Work will be funded utilizing Grant funds, the Town shall select this box: .

For purposes of this Section, the applicable Grant requirements are set forth in Exhibit “C” – Grant Agreement No. _____, including any amendments, and the Contractor agrees to comply with all applicable provisions thereof as they relate to the performance of the Work. Failure to comply with applicable Grant requirements shall constitute a material breach of this Contract.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

TOWN OF SURFSIDE

CONTRACTOR

By: _____
Mario A. Diaz
Acting Town Manager

By: _____
Name: _____

Attest:

Title: _____

By: _____
Sandra McCready, MMC
Town Clerk

Entity:

Approved as to form and legal sufficiency:

By: _____
Thais Hernandez, Esq.
Town Attorney

Addresses for Notice:

Addresses for Notice:

Mario A. Diaz
Town of Surfside
Attn: Acting Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
mdiaz@townofsurfsidefl.gov (email)
townmanager@townofsurfsidefl.gov (email)

_____ (telephone)
_____ (email)

With a copy to:

Thais Hernandez, Esq.
Town of Surfside Attorney
9293 Harding Avenue
Surfside, FL 33154
thernandez@townofsurfsidefl.gov (email)

With a copy to:

_____ (telephone)
_____ (email)

RFP EXHIBIT "B" - SAMPLE AGREEMENT AS TO FORM

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

RFP EXHIBIT “B” - SAMPLE AGREEMENT AS TO FORM

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of: **Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____, 20___, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

RFP EXHIBIT "B" - SAMPLE AGREEMENT AS TO FORM

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of: **Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____, 20___, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

RFP EXHIBIT “B” - SAMPLE AGREEMENT AS TO FORM

Exhibit “A” – Contractor’s Proposal and Price Submittal

RFP EXHIBIT “B” - SAMPLE AGREEMENT AS TO FORM

Exhibit “B” – RFP and Addenda

RFP EXHIBIT “B” - SAMPLE AGREEMENT AS TO FORM

Exhibit “C” – Grant Requirements (if applicable)