TOWN OF PEMBROKE PARK

3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
Tel: (954) 966-4600 ● Fax: (954) 966-9781
www.tppfl.gov

LETTER OF TRANSMITTAL

TO:	Craig A. Smith & Associates LLC	**DATE:**	6/6/2022
	21045 Commercial Trail	**ATTN:**	Stephen Smith
	Boca Raton, FL 33486	**RE:**	Utility locates contract

WE ARE SENDING YOU [X] ATTACHED [ ] UNDER SEPARATE COVER VIA U.S. Mail

COPIES	DATE	DESCRIPTION
1	6/6/2022	Underground utility location contract (Signed)

REMARKS:

SIGNED Stephanie Woodbury

Stephanie Woodbury, Project Manager

TOWN OF PEMBROKE PARK
3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD • (954) 966-4600 FAX • (954) 966-5186

AGREEMENT

UNDERGROUND UTILITY LOCATION SERVICES
AGR 22-04

BID PACKAGE ITB NO. 22-04

AGREEMENT

THIS AGREEMENT, made and entered into on this 11th day of May, 2022 by and between Craig A. Smith & Associates, Inc, Party of the First Part, and Town of Pembroke Park (OWNER), Party of the Second Part:

WITNESSETH:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the work in manner and form as provided by the Specifications and Instructions which are attached hereto and made a part hereof, as if fully contained here.

2. That the First Party shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all work hereunder within the length of time stipulated in the Bid.

3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications of Proposal, in lawful money of the United States based on the actual quantities and Unit or Lump Sum Prices contained herein.

4. That the Second Party shall make monthly payments to the First Party on the basis of a duly certified and approved invoice of work performed during each calendar month by the First Party, LESS any credits, deletions or damages as provided in the General Conditions.

5. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the work, the First Party shall, at its expense within five (5) business days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

IN WITNESS WHEREOF, the patties hereto have executed this Agreement on the day and date first above written, in three (3) counterpa1is, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

Kari K. Kovacs

CONTRACTOR: Craig A. Smith & Associates, Inc.

BY:

NAME: STEPHEN C. SMITH

TITLE: PRESIDENT

OWNER:

BY:

NAME: Geoffrey Jacobs

TITLE: Mayor

AUTHENTICATION:

BY:

NAME: Marlen Martell

TITLE: Town Clerk

APPROVED AS TO FORM

BY:

NAME: Melissa P. Anderson

TITLE: Town Attorney

CONDITIONS TO AGREEMENT

ACCEPTANCE, CONDITION, AND PACKAGING

All material delivered on site shall remain the property of the Seller until after TOWN's physical inspection and satisfactory acceptance of the material. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. TOWN will not accept substitutes of any kind. All items or material not meeting specifications will be returned to the Bidder at the Bidder's expense. Payment will be made only after TOWN's receipt and acceptance of materials or services.

ASSIGNMENT

Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of TOWN. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of TOWN Commission, or TOWN Manager, or Town Manager's designee, depending on original award approval.

CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of TOWN for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES

Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in Contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from TOWN's Bidder mailing list for a specified period of time, during which Bidders will not be recommended for contract award.
- All Town Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

ELIGIBILITY

The Contractor must be registered with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with TOWN.

INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under any Contractor pursuant to this ITB. Personnel services for the Contractor shall be performed and supervised by the Contractor, and not by officers, employees, or agents of TOWN. Contractor's personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under any Contract shall be those of the Contractor.

LAWS/ORDINANCES

The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that apply to the Bid Documents and Contract Documents.

LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

OTHER GOVERNMENTAL ENTITIES

An awarded Bidder may be requested to provide goods and services to other governmental agencies if Bidders have sufficient capacity or good quantities available. The awarded good or services shall be provided in accordance with the terms and conditions of the ITB and contract. Prices shall be F.O.B. delivered to the requesting agency.

PATENTS AND ROYALTIES

The Contractor, without exception, shall indemnify and save harmless TOWN and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or used in the performance of a Contract, including its use by TOWN. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

PERMITS, TAXES, LICENSES

The successful Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules, and regulations applicable to business to be carried out under any Contract. Contractor will be reimbursed for all TOWN building permits.

RECORDS/AUDIT

The Contractor shall maintain during the term of the contract all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to a Contract. The Contractor agrees to make available to TOWN's Internal Auditor, during normal business hours all books of account, reports and records relating to a Contract. These accounting records shall be retained for the duration of a Contract and for three years after the final payment under a Contract, or until all pending audits, investigations or litigation matters relating to a Contract are closed, whichever is later.

SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).

TERMINATION FOR CAUSE

If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Bid Documents or Contract Documents, or if the Contractor violates any of the provisions of this the Bid Documents or Contract Documents, TOWN may upon written notice to the Contractor terminate the right of the Contractor to proceed under the Bid Documents or Contract Documents, or with such part or parts of the Bid Documents or Contract Documents as to which there has been default, and may hold the Contractor liable for any damages caused to TOWN by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under the Bid Documents or Contract Documents shall, at the option of TOWN, become TOWN's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of TOWN. The Contractor, however, shall not be relieved of liability to TOWN for damages sustained by TOWN by reason of any breach of the Bid Documents or Contract Documents by the Contractor, and TOWN may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to TOWN from the Contractor can be determined.

TERMINATION FOR CONVENIENCE

TOWN reserves the right, in its best interest as determined by TOWN, to cancel a Contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of discussions with Town employees. Only those communications which are in writing from an authorized TOWN representative shall be considered.

END OF SECTION

TOWN OF PEMBROKE PARK
FLORIDA
The Small Town that Means Big Business

TOWN OF PEMBROKE PARK

Underground Utility Location Services
Bid Package ITB No. 22-04

DUE Thursday March 31, 2022 at 3:00 pm

CAS SUBMITTAL PACKAGE

Submitted By

Craig A. Smith & Associates, LLC
21045 Commercial Trail, Boca Raton, FL 33486
277 Goolsby Blvd., Unit 4C, Deerfield Beach, FL 33442
(954) 782 8222 / (561) 314 4445
www.craigasmith.com

SECTION 7 - SCOPE OF WORK

All blanks have been filled in, BID SHEET is attached to the completed "Invitation For Bid" and returned herewith. In accordance with all terms, conditions, specifications and requirements, the Bidder offers the following:

Item #	Estimated Annual Quantity	Unit	Description of Service	Unit Price	Item Total
1	5,000	EA	Standard Locate and mark ALL Town-Owned Facilities in the Area Specified in the SSOCOF Ticket, or White Lined by Excavator. See Attachment "C" - Standard Locate	13.25	66,250
2	500	EA	Locates with Ground Penetrating Radar (GPR) and Mark Town-Owned Facilities. See Attachment "C" – GPR Locates	25.00	12,500
3	100	EA	Locate with Vacuum Digging (POT-HOLING) and Mark Town-Owned Facility. See Attachment "C" - Potholing	199.50	19,950
4	100	EA	Placement of Electronic Markers after a line has been exposed through Vacuum Digging. Owner to supply Electronic Markers. See Attachment "C" - Placement of Electronic Markers	0.01	1.00
5	200	EA	The taking of GPS coordinates utilizing sub-meter equipment. See Attachment "C" - GPS Coordinates	49.95	9,990
6	10	EA	Emergency - Standard Locate 5:00 p.m. – 5:00 a.m. Weekdays and all day Saturday & Sunday. See Attachment "C" - Emergency Locates.	1.00	10.00
7	5,000	EA	Electronic Ticket Management. Receipt and Delivery of Request to Locate tickets from Sunshine State One Call.	0.85	4,250
8	6,750	EA	Screened and Cleared Tickets. Receive Request to locate ticket from SSOCOF, screen and clear for "out of area" etc. See Attachment "C" Screen & Clear Tickets	2.10	14,175
9	1	SF	Perform Three-Dimensional Radar Services for small surface area 10,000 SF to 15,000 SF. Price per SF. See Attachment "C" - Three-Dimensional Radar Services (small area)	1.00	1.00
10	1	SF	Perform Three-Dimensional Radar Services for medium surface area 15,001 SF to 50,000 SF. Price per SF. See Attachment "C" - Three-Dimensional Radar Services (medium area)	0.85	0.85
11	1	SF	Perform Three-Dimensional Radar Services for large surface area 50,000 SF and greater. Price per SF. See Attachment "C" - Three-Dimensional Radar Services (large area)	0.55	0.55
			Subtotal for 1st Year Usage		127,128.40
			Subtotal for 2nd Year Usage		127,128.40
			Total for 3rd Year Usage		127,128.40

Jobsite visitation is strongly recommended; submission of a Bid will be construed that the Bidder is acquainted sufficiently with the work to be performed.

Delivery requirements will be identified in each Purchase Order issued against this contract.

NAME OF COMPANY: Craig A. Smith & Associates, LLC

AUTHORIZED SIGNATURE:

By signing this Bid sheet, the firm is agreeing to the terms and conditions of the Invitation to Bid.

In accordance with "Special Instructions to Bidder" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

WOULD YOU ACCEPT CREDIT CARDS AS PAYMENT FROM OWNER? YES ☐ NO ☑

THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUESTED.

YES ☑ NO ☐

WILL THIS PRICING BE EXTENDED TO OTHER GOVERNMENTS LOCATED IN DADE OR PALM BEACH COUNTIES?

YES ☑ NO ☐

OTHER GOVERNMENTS LOCATED WITHIN THE STATE OF FLORIDA? YES ☑ NO ☐

Email Address:	ssmith@craigasmith.com
Cellular #:	954 815 4111
Federal Tax ID #:	86-3889398
Remit Address:	21045 Commercial Trail, Boca Raton, FL 33486

NOTICES TO BIDDER:

1. Please check the Federal Employer's Identification Number (FEIN) and other information on the face of the invitation to Bid/Bidder Acknowledgment Form (IFB) and MAKE APPROPRIATE CORRECTIONS ON THE IFB.
2. IF THE OWNER DOES NOT HAVE THE CORRECT INFORMATION, PAYMENTS CANNOT BE MADE TO YOUR FIRM.
3. BE SURE TO HAVE THE INVITATION TO BID, [BIDDER ACKNOWLEDGMENT FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

NAME OF COMPANY:	Craig A. Smith & Associates,LLC
AUTHORIZED SIGNATURE:	

ATTACHMENT "B"

FORM OF BID BOND

See attached cashiers check as stipulated in Item 10 page 19 of the Invitation to Bid

KNOW ALL MEN BY THESE PRESENTS THAT

Craig A. Smith & Associates, LLC

(Print full name and address or legal title of Contractor) Principal,

and

(Print full name and address of Surety Company)

as surety, who is duly licensed to act as surety in the State of Florida, re held and firmly bound unto

(Print full name and address or legal title of Owner)

Six Thousand Three Hundred and Fifty Six Dollars 42/100

as Obligee, in the sum of _____ DOLLARS, ($ 6,356.42 .00) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed, and dated this 30th day of March 2022.

WHEREAS, the said Principal is herewith submitting a Bid for

Locating & Marking Underground Utilities

Town of Pembroke Park, 3150 S. W. 52nd Avenue, Pembroke Park, Florida 33023

and the Principal desires to file this Bid bond in lieu of making the cash deposit.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal shall be awarded the contract for which the Bid is submitted and shall, within ten (10) working days from Principal's receipt of the contract agreement, execute the contract and give bond or bonds for the faithful performance and for the prompt payment of labor and material furnished thereof, then this obligation shall be null and void; but if the Principal fails to so execute such contract and give performance and payment bonds as required by Invitation To Bid and Owner's Contract Documents, the surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof.

_____(SEAL)

_____(SEAL)

_____(SEAL)

AT-FAULT DAMAGE HISTORY

NONE

Bidders shall submit with their Bid documents, a complete listing of all "At-Fault" facility damages within the past twenty-four (24) months and the current disposition of the incident(s) (i.e., settled, disputed, subject of litigation).	
The "At-Fault" damage history information shall include at a minimum, the following information:	
1.	Name of Utility Owner Agency NONE
2.	Specific Contact Information for person or persons familiar with the incident including current contact number and business address
3.	Type of Facility Damaged
4.	Date of Incident
5.	Actual or Estimated Dollar Amount of Damages
6.	Time to Repair or Restore
7.	Number of Customers Affected (approximate)
8.	Root Cause of Damage (i.e., unmarked, mis-marked)
9.	Information as to any supplemental or third-party claims associated with damage incident
10.	Excavator Down Time Associated with incident
11.	Status or Disposition of Damage Incident
12.	Indicate the timeliness of the damage resolution
13.	Indicate the date the damage incident occurred
14.	Indicate the date of final resolution (payment, repair, agreement)

The above information shall be submitted with Bidder's Proposal. Failure to submit this information will result in Bidder being found Non-Responsive.

BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, ITB 22-04 Underground Utility Location Services for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached ITB.

The undersigned gives permission for Pembroke Park to contact business references provided in this Bid, and any others for whom the undersigned has performed work.

The undersigned further states that this Bid is made in good faith and is not founded on, or in consequence of, any collusion, anti-competitive agreement, or other type of anti-competitive activities between themselves and any other interested party, in restraint of free competition.

Bidder Business Name: Craig A. Smith & Associates, LLC

Authorized Representative Signature:

Authorized Representative Name (Print): Stephen C. Smith P.E.

Authorized Representative Title (Print): President

Address: 21045 Commercial Trail, Boca Raton, FL 33486

Date: March 30, 2022 Phone: 561 314 4445 Fax: 561 314 4458

Email Address: ssmith@craigasmith.com

Key Staff Member(s) Will Assign to Project: Jim Driscoll, Alan Lopez

VENDOR/BIDDER DISCLOSURE

I, Stephen C. Smith P.E., being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Pembroke Park ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Craig A. Smith & Associates, LLC

Address: 21045 Commercial Trail, Boca Raton, FL 33486

FEIN: 86-3889398

State and date of incorporation Florida / May 13, 2021

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership
Owner - Aneesh Goly	4152 W. Blue Heron Blvd. Suite 114, Riviera Beach, FL 33404	100%

The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest Town of Pembroke Park in the contract or business transaction with TOWN are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership
NONE		

STATE OF FLORIDA)
COUNTY OF Palm Beach)

By: _____ Date: March 30, 2022
Signature of Affiant

Stephen C. Smith, P.E., President
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 30th day of

March 2022, by Stephen C. Smith P.E., he/she is personally known

to me or has presented _____ as identification.

_____
Notary Public, State of Florida at Large

_____
Print or Stamp of Notary:

Notary Public State of Florida
Andrea Cole
My Commission GG 353948
Expires 07/11/2023

SUBCONTRACTORS

The Bidder shall list all Subcontractors to be used on this project, if awarded the Contract for this project in the form below.

	CLASSIFICATION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR
1.	NONE		
2.			
3.			
4.			
5.			

REFERENCES

All references must be from customers for whom your company has provided similar services as the specifications of this Bid. Information will be verified with Reference. Failure to provide below information or falsifying any information will result in default of References and cause the Bid to be disqualified and rejection of your Bid package as non-responsive.

Company Name:

Client	City of Hollywood
Contact Person Name	Angel Lopez — Title: Public Utilities Manager
Contact Street Address	2600 Hollywood Blvd.
City, State & Zip	Hollywood, FL 33022
Phone	754 921 3921 — Email: alopez@hollywoodfl.org
Specific Work Performed	Continuing subsurface utility locating services for City of Hollywood since 2005.
Period of Performance:	From: 2005 — To: Ongoing
Contract Value:	$400,000 Annually
At-Fault Damages?	Yes (if Yes, give details below) — No
All Damage Issues Settled?	Yes — No (if No, give details below)

REFERENCES

All references must be from customers for whom your company has provided similar services as the specifications of this Bid. Information will be verified with Reference. Failure to provide below information or falsifying any information will result in default of References and cause the Bid to be disqualified and rejection of your Bid package as non-responsive.

Company Name:

Client	City of Pembroke Pines
Contact Person Name	Ron Abel — Title: Project Director
Contact Street Address	601 City Center Way
City, State & Zip	Pembroke Pines, FL 33025
Phone	321 288 0037 — Email: ron.abel@jacobs.com
Specific Work Performed	Continuing subsurface utility locating services for City of Pembroke Pines since 2015.
Period of Performance:	From: 2015 — To: Ongoing
Contract Value:	$200,000 Annually
At-Fault Damages?	Yes (if Yes, give details below) — No
All Damage Issues Settled?	Yes — No (if No, give details below)

REFERENCES

All references must be from customers for whom your company has provided similar services as the specifications of this Bid. Information will be verified with Reference. Failure to provide below information or falsifying any information will result in default of References and cause the Bid to be disqualified and rejection of your Bid package as non-responsive.

Company Name:

Client	City of Coconut Creek
Contact Person Name	Jean Dupuis
Title	Deputy Director of Utilities & Engr.
Contact Street Address	5295 Johnson Road
City, State & Zip	Coconut Creek, FL 33073
Phone	954 448 9070
Email	JDupuis@coconutcreek.net
Specific Work Performed	Continuing subsurface utility locating services for City of Coconut Creek since 2003.
Period of Performance:	From: 2003 To: Ongoing
Contract Value:	$125,000 Annually
At-Fault Damages?	Yes (if Yes, give details below) **No**
All Damage Issues Settled?	Yes No (if No, give details below)

PUBLIC ENTITY CRIMES

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged By:

Craig A. Smith & Associates, LLC

Firm Name:

Stephen C. Smith, P.E. | President

Printed Name: | Title:

March 30, 2022

Signature: | Date:

SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of $1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of $1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Acknowledged By:

Craig A. Smith & Associates, LLC

Firm Name:

Stephen C. Smith, P.E.

Printed Name:

President

Title:

March 30, 2022

Signature:

Date:

CONFLICT OF INTEREST DISCLOSURE

The award of the agreement is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid, the name of any officer, director, or agent who is also an employee or relative of an employee of the Town of Pembroke Park ("TOWN").

Furthermore, all Bidders must disclose the name of any TOWN employee or relative(s) of a TOWN employee who owns, directly or indirectly, an interest in the Bidders firm or any of its branches.

The purpose of this disclosure form is to give TOWN the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any TOWN duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation, if necessary:

☐ To the best of our knowledge, the undersigned Contractor has no potential conflict of interest as defined in Chapter 112, Florida Statutes.

☐ The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this ITB.

Acknowledged By:

Craig A. Smith & Associates, LLC

Firm Name:

Stephen C. Smith, P.E. — President

Printed Name: — Title:

March 30, 2022

Signature: — Date:

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Pembroke Park ("TOWN") officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any TOWN officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with TOWN Policy and Standards:

1. TOWN employees may not contract with TOWN through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
2. Immediate family members (spouse, parents, and children) are also prohibited from contracting with TOWN subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of TOWN Finance Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, TOWN shall interpret this to mean that the vendor has indicated that no such relationships exist.

Company/Firm: Craig A. Smith & Associates, LLC

Authorized Signature: _____

Print Name: Stephen C. Smith P. E.

Title: President

Date: March 30, 2022

CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

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

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

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

Bidder's Signature

March 30, 2022

Date

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in its Bid:

Addendum No. 1 Date Issued March 30, 2022

Addendum No. 2 Date Issued March 30, 2022

Addendum No. 3 Date Issued March 30, 2022

Addendum No. 4 Date Issued _____

Addendum No. 5 Date Issued _____

Addendum No. 6 Date Issued _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS ITB.

State of Florida
Department of State

I certify from the records of this office that CRAIG A. SMITH & ASSOCIATES, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 13, 2021.

The document number of this limited liability company is L21000210726.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on January 4, 2022, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of February, 2022

Secretary of State

Tracking Number: 8500679706CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Craig A. Smith & Associates, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

4152 W Blue Heron Blvd, 116

Requester's name and address (optional)

6 City, state, and ZIP code

Riviera Beach, FL 33404

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

8	6	–	3	8	8	9	3	9	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 09/03/2021

General Instructions

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

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

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CRAIASM-03 KKENNEDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2021

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

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

PRODUCER	CONTACT NAME: Diane Traynor	
CAL Risk Management 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	PHONE (A/C, No, Ext): (561) 776-9001	FAX (A/C, No): (561) 427-6730
	E-MAIL ADDRESS: Dtraynor@callic.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Indemnity Co. of America	25666
INSURED	INSURER B : Travelers Property & Casualty Co. of America	25674
Craig A. Smith & Associates LLC 4152 West Blue Heron Boulevard Riviera Beach, FL 33404	INSURER C : Travelers Casualty & Surety Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			6606S217911	7/30/2021	7/30/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			CUP6S218711	7/30/2021	7/30/2022	AGGREGATE	$
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		UB4S881501	7/30/2021	7/30/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Certificate holder is included as additional insured for General Liability when required by written contract. General Liability is primary and non-contributory for the certificate holder when required by written contract. Waiver or subrogation applies to General Liability and Employers Liability when required by written contract. Umbrella covers over General Liability and Workers Compensations policies. Cancellation applies as per policy terms, conditions and exclusions.

CERTIFICATE HOLDER

TOWN OF PEMBROKE PARK
3150 S.W. 52ND AVENUE
Pembroke Pines, FL 33025

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/09/2021

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

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

PRODUCER	Sena & Whitney, LLC 190 Glades Rd. Ste C Boca Raton, FL 33432 License #: A283753
CONTACT NAME:	Kimberly Hefferon
PHONE (A/C, No, Ext):	(561)210-8715
FAX (A/C, No):	(561)210-8716
E-MAIL ADDRESS:	kim@wcladvisors.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Socius Insurance Services, Inc - Commercial	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: CRAIG A. SMITH & ASSOCIATES,LLC
21045 COMMERCIAL TRAIL
BOCA RATON, FL 33486

COVERAGES **CERTIFICATE NUMBER: 00000283-3377801** **REVISION NUMBER: 2**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			121AE0196959-00	04/01/2021	04/01/2022	Each Claim	1,000,000
A	Professional Liab			121AE0196959-00	04/01/2021	04/01/2022	Aggregate	2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(KIH)