

DELIVER TO:
City of Fort Pierce, Purchasing Division
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

MAIL TO:
City of Fort Pierce Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

CITY OF FORT PIERCE



**INVITATION TO BID
and
BIDDER ACKNOWLEDGMENT**

Bid Writer: Gelencia Carter, (772) 467-3102

Bid No: 2024-020

Pre-Bid Conference:
10:00AM, FRIDAY, April 19, 2024

Bid Title: FRANCES AVENUE ROADWAY
IMPROVEMENTS

Mandatory Site-Visit Location:
CITY HALL, 1ST FLOOR
ENGINEERING CONFERENCE ROOM
100 NORTH U.S. #1, FT. PIERCE, FL

Bid Opening Location:
Purchasing Division Conference Room, Room 101
100 North U.S. #1, 1st Floor
Ft. Pierce, Florida 34950

Bid Due Date & Time:
3:00 PM, THURSDAY, MAY 02, 2024

If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.

Bidder Name:

Dekora, LLC

Mailing Address:

12011 SW 129TH CT Unit #5

I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

X

Authorized Signature (Manual)

City, State, Zip Code:

Miami FL 33186

Typed or Printed Name:

Javier Rodriguez

Type of Entity (Select one):

Corporation

Partnership

Proprietorship

Title:

President

Incorporated in the State of: Florida **Year:** 2008

Delivery in 120 **days, After Receipt Order**

Phone Number: 786-573-1872

Payment Terms: Net 30 Days

Fax Number: 305-397-2706

FEIN or SS Number: 26-3531092

E-Mail Address: Dekora, LLC

Local Business: Y N **MWBE:** Y N

Bid Security is attached, when required, in the amount of \$ 10% **_____**

If returning as a "No Bid" state reason:

F.O.B. DESTINATION

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. **SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

3. EXECUTION OF BID

Bid must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Bidder in contractual obligations in the space provided on Page 1 of Bidder/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Bids must be typed or legibly printed in ink. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

4. NO BID

If not submitting a bid, respond by returning only the Bidder acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. BID OPENING

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile,

telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the City's web site: <https://www.cityoffortpierce.com> and Demandstar <https://www.demandstar.com> .

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Bidder. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

- a. Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.
- b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Engineering Department's Project Manager at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City/FPUA employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City/FPUA will accept partial deliveries unless otherwise specified into contract or purchase order document.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal Working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City's Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It

is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

16. LEGAL REQUIREMENTS

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City/FPUA procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed

from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, Workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used 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 cost arising from the use of such design, device, or materials in any way involved in the Work.

25. ADVERTISING

In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

28. FACILITIES

The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal Working hours, with prior notice to determine that Bidder has a bona fide place of business and is a responsible Bidder.

29. REPRESENTATION

A Bidder must have at the time of bid opening, be a fully authorized agent or representative of the product bid and be capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF BIDDER

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid/proposal:

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders bids in which the prices obviously are unbalanced and will be subject to rejection.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. BID PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-439 of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSURANCE REQUIREMENTS

Please refer to "SAMPLE" Contract, page 36, Article 17, for insurance requirements.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
100 North U.S. Highway 1
Fort Pierce, FL 34950

2. Additional Insured for General Liability

City and the City's board members, officials, officers, agents and employees City of Fort Pierce

SECTION III

INSTRUCTIONS TO BIDDERS

1. **PURPOSE**

The City of Fort Pierce is requesting bids from qualified contractors for Frances Avenue Roadway Improvements to include drainage improvements, water main installation, utility adjustments and roadway restoration.

2. **BID OPENING DATE**

Bids are due on or before **3:00 PM, Thursday, May 2, 2024.** Hard copies or electronic submission, see Delivery of Bids below.

3. **DELIVERY OF BIDS**

Bid response may be submitted in hard copy or electronically. Please see below instructions for submitting your bid response.

HARD COPY SUBMISSIONS

One (1) original and one (1) USB drive copy of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to:

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com). Electronic Bid (E-Bid). Instructions are provided. See Related Documents section for this bid on the City's website, [Bid Postings • Fort Pierce, FL • CivicEngage \(cityoffortpierce.com\)](http://cityoffortpierce.com)
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 101, in the Purchasing Division on the first (1st) floor at the above address.

Bids mailed to 100 N.US Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:

**City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1**

Mailing Address:

**City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce [Bid Postings • Fort Pierce, FL • CivicEngage \(cityoffortpierce.com\)](http://Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)).

Any bids received after the designated time and date listed above will be returned unopened.

4. SUMBITTAL REQUIREMENTS

It is not necessary to return every page of this document with your bid response; return only the pages that require signatures or information requested below:

- Completed Invitation to Bid Cover Page
- Completed W-9 Form
- Bidder’s Checklist
- Completed Bid Response Form(s) (Exhibit E, page 155)
- Forms on pages 125,130, 145-154, 157-160, of Exhibit E
- Business Tax Receipt, (See item numbered 8, below)
- Proof of Insurance (See item numbered 7 below)
- Addenda – issued subsequent to the release of this solicitation must be signed and returned with the firm’s Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.

5. MANDATORY PRE-BID CONFERENCE

A **Mandatory Pre-Bid Conference will be held at 10:00 A.M., Friday, April 19, 2024**, in the Engineering Conference Room, 100 North U.S. #1, Fort Pierce, FL. All interested bidders **MUST** attend this meeting in order for their bids to be considered. Anyone **arriving after 10:15 A.M.** will not be allowed to participate in the bid process.

6. INQUIRIES/QUESTIONS

6.1 All inquiries will be in a written format and addressed to the Assistant City Engineer with a copy to the Purchasing Manager:

TO
Venetia Barnes
 Stormwater Engineer
 City of Fort Pierce
 100 North U.S. #1
 Fort Pierce, FL 34950
 Fax: (772) 467-3780
 Email: vbarnes@cityoffortpierce.com

COPY
Gelencia Carter
 Purchasing Manager
 City of Fort Pierce
 100 North U.S. #1
 Fort Pierce, FL 34950
 Fax: (772) 467-3848
 Email: purchasing@cityoffortpierce.com

6.2 No inquiries will be received no later than, **5:00 PM, Tuesday, April 23 , 2024.**

7. **CERTIFICATE INSURANCE AND BOND REQUIREMENTS**

INSURANCE CERTIFICATE

Contractor shall procure, at its own expense, insurance according to insurance requirements listed in **Section IV, page 36 Article 17 of the Sample Contract**. The insurance shall become effective prior to the commencement of Work by the contractor and shall be maintained in force until completion of job.

BOND REQUIREMENTS

Performance and Payment Bonds will be required of the successful bidder in the amount of 100% of the contract amount. **See Section IV, Sample Contract, Article 18**, of these specifications.

8. **BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)**

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your bid submittal.

9. **W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM**

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

10. **LEGAL REQUIREMENTS**

Bidders are required to have a valid State of Florida license with a minimum of classification of "Certified General Contractor" associated with the company/firm.

PLEASE COMPLETE AND INCLUDE IN WITH YOUR BID SUBMISSION.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Dekora, LLC	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ S... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 12011 SW 129TH CT Unit #5	Requester's name and address (optional)
City, state, and ZIP code Miami FL 33186	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number : : :
or
Employer identification number 26 :3531092

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 05/01/2024
------------------	--	--------------------------

General Instructions

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

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:


- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Did you include proof of proper insurance as stated in the bid documents?	✓	
Is Bid Response Form completed, signed and attached?	✓	
Did you complete, signed and attached the W-9 Form?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in bid documents.	✓	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?	N/A	
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID _____



**INVITATION TO BID
CITY OF FORT PIERCE, FORT PIERCE, FLORIDA
INVITATION TO BID NO. 2024-020**

Sealed Bids will be received by the City of Fort Pierce Purchasing Department until **3:00 PM, Thursday, May 2, 2024** for:

FRANCES AVENUE ROADWAY IMPROVEMENTS

The works include drainage improvements, water main installation, utility adjustments and roadway restoration.

Specifications are available upon request in the Office of the Purchasing Manager, City of Fort Pierce City Hall, 100 North U.S. 1, Fort Pierce, Florida.

Electronic copies of the documents may be obtained from the Office of Purchasing at no cost.

The City of Fort Pierce encourages Minority Business Enterprise participation.

Advertising for Bids will conform to federal requirements which include advertising for a minimum of two (2) weeks.

CITY OF FORT PIERCE



Gelencia Carter, M.P.A
Purchasing Manager



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BID FORMS

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

FRANCES AVENUE ROADWAY IMPROVEMENTS

NAME OF BIDDER: Dekora, LLC

MAILING ADDRESS: 12011 SW 129TH CT Unit #5

STREET ADDRESS: Miami FL 33186 (Zip Code)

PHONE NUMBER: 786-573-1872

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. <u>1</u>	Dated <u>4/10/24</u>	No. <u>4</u>	Dated <u>4/25/24</u>
No. <u>2</u>	Dated <u>4/12/24</u>	No. _____	Dated _____
No. <u>3</u>	Dated <u>4/22/24</u>	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieved final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

BID FORMS

Notice of Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS Bidders Bond

(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

BID FORMS

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

BID FORMS

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: Dekora, LLC
(Type or Print)

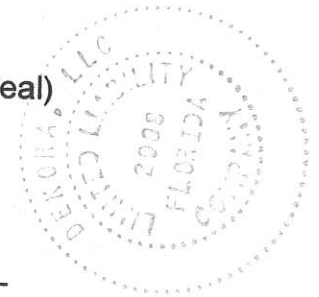
By: [Signature]

Name: Javier Rodriguez

Title: President

Dated: 05/01, 2024

(Corporate Seal)



Attest
If Corporation

By: _____
(Signature)

Name: _____

Title: _____

Witnesses: [Signature]
(Signature)

(If partnership
Or individual) _____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

Florida General Contractor License CGC1519267 08/31/2024

END OF SECTION

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Dekora, LLC.
12011 SW 129 CT Unit #5 Miami, FL 33186, as Principal, and _____
Great American Insurance Company - 301 E 4th Street Cincinnati, OH 45202, as Surety,
are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal
sum of _____ Ten Percent of Amount Bid _____
_____ Dollars (\$ _____ 10% _____), lawful money of the United States,
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond
amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying
bid dated May 2nd 2024, for the Frances Avenue Roadway Improvements
Bid No: 2024-020

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth
in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of
Award enter into a written contract with the City in accordance with the bid as accepted, and if
the Principal shall give the required bonds with good and sufficient sureties for the faithful
performance and proper fulfillment of such contract and for the protection of subcontractors,
laborers and material men, and if the Principal has provided the required evidence of insurance
as set forth in the Contract Documents and complied with the Florida Department of
Environmental Protection certifications and requirements, and all other contract provisions, or in
the event of withdrawal of said bid within the periods specified, or the failure to enter into said
contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within
sixty (60) days after request by the City to pay to the City the difference between the amount
specified in said bid and the amount for which the City may procure the required work, if the latter
amount be in excess of the former, then the above obligation shall be void and of no effect,
otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it
may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and
costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 2nd day of May, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

PRINCIPAL

Dekora, LLC.

By: _____
(Signature)

Name: Javier Rodriguez

Title: President

ATTEST (if corporation)

By: _____
(Signature)

Name: Javier Rodriguez

Title: President
(Corporate Seal)

SURETY

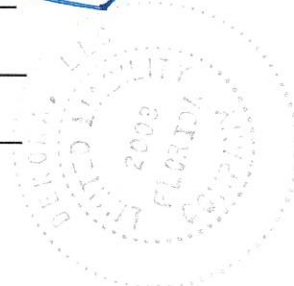
Great American Insurance Company

By: _____
(Signature)

Name: Jessie Sloan

Attorney-In-Fact &
Title: Florida Licensed Resident Agent

(Surety Seal)



BID FORMS
BID FORMS

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety Great American Insurance Company
301 E 4th Street
Mailing Address Cincinnati, OH 45202
301 E 4th Street
Street Address Cincinnati, OH 45202

Name and Mailing and Street JCA Surety Group, LLC.
123 Zelma Street, Suite A
Address of Agent or Orlando, FL 32803

Representative in Florida _____
(if different than above) _____

Telephone Number of Surety (513) 369-5000
and Agent or Representative (321) 800-6594
in Florida _____

END OF SECTION

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 21494

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JORGE BRACAMONTE	ALL OF	ALL
JESSIE SLOAN	ORLANDO, FLORIDA	\$100,000,000
KARLA YVONNE TOMASZEWSKI		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JANUARY, 2022.

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph L C. B.

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JANUARY, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 2nd day of May, 2024



Steph L C. B.

Assistant Secretary

CERTIFICATE OF OWNER'S ATTORNEY

N/A Power of Attorney Attached

PROJECT: _____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of _____

_____, do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Attorney

Date

END OF SECTION

BID FORMS

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. Dekora, LLC
2. Permanent Main Office address. 12011 SW 129TH CT Unit #5 Miami FL 33186
3. When organized? 10/22/2008
4. If a corporation, where incorporated? Florida
5. How many years have you been engaged in construction under this present firm or trade name? 16
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) Please See Attached
7. General character of work performed by you. State Wide General Contracting Services Flooring, Painting, Pressure Cleaning, Demolition, Roadway, Concrete Work
8. Have you ever failed to complete any work awarded to you? If so, where and why? no
9. Have you ever defaulted on a contract? If so, where and why? no
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.
City of Miami, Parks & Recreation Dept. \$300,000.00 Various Parks / Tommaso Calautti / (305) 416-1253 / 05/2024
11. List your major equipment available for this contract. Please See Attached
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) Please See Attached Resume
13. Background and experience of the principal members of your company, including the officers. Please See Attached Resume
14. Give bank reference. Bank United, N.A. (Tony Menendez) 305-776-9129
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. Yes
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire. Yes

BID FORMS

Dated at Dekora, LLC this 01 day of May, 2024.

Contractor:

Dekora, LLC

By

Javier Rodriguez / President

(Name & Title)

County of MIAMI-DADE
State of FLORIDA

JAVIER RODRIGUEZ, being duly sworn, deposes and says that he is PRESIDENT of DEKORA, LLC, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 01 day of MAY, 2024.

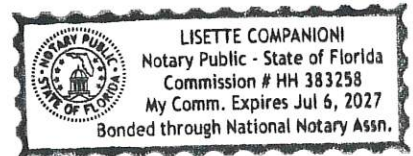
L. Comp

Notary Public

My Commission Expires:

7-06-27

(Seal)



END OF SECTION

BID FORMS

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Miami Dade

Javier Rodriguez, being first duly sworn, deposes and says:

That he/she is President
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Dekora, LLC
(Firm Name)

By: [Signature]

Title: President

Subscribed and sworn to before me this 01
day of MAY, 2024

[Signature]
Notary Public

My Commission expires: (Seal)
7-06-27



END OF SECTION

BID FORMS

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid No. 2024-020 for **Frances Avenue Roadway Improvements**

2. This sworn statement is submitted by Dekora, LLC
(name of entity submitting sworn statement)
whose business address is 12011 SW 129TH CT Unit #5 Miami FL 33186
and (if applicable) its Federal Employer Identification Number (FEIN) is 26-3531092
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Javier Rodriguez my relationship to the entity
(please print name of individual signing)
named above is President.

4. 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 other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. 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

BID FORMS

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.

7. 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, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

(Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND **(Please indicate which additional statement applies.)**

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

BID FORMS

Signature: _____

Date: 05/01/2024

STATE OF Florida

COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

JAVIER RODRIGUEZ who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 01 day of MAY, 2024.

NOTARY PUBLIC SEAL:



My commission expires: 7-06-27

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

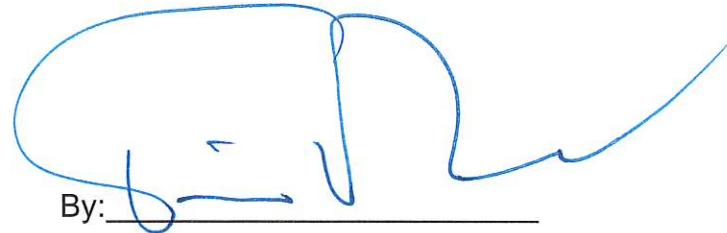
The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: May 01, _____, 2024

Official Address
(Including Zip Code):

12011 SW 129TH CT Unit #5
Miami FL 33186



By: _____

President
(Title)

END OF SECTION

BID FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2024-020

Instructions:

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

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

Certification:

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

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

One thousand Dollars and zero cents Dollars

(Written)
\$1,000.00 _____
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Dekora, LLC
(Company-Contractor)
By: _____
(President's Signature)
Javier Rodriguez
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in MIAMI-DADE County, Florida on the 01 day of May, 2024.

Notary Public: _____ (affix seal)

My Commission Expires: 7-06-27

JCP

END OF SECTION

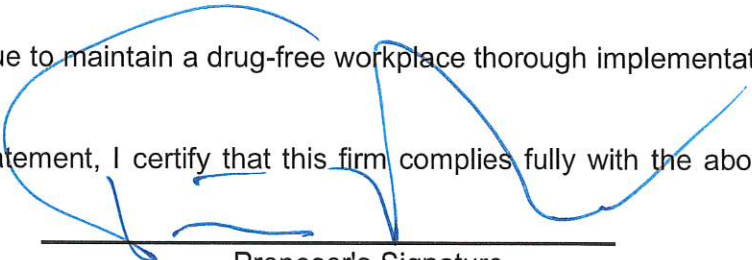


DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Dekora, LLC does:
(Name of Business)

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

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



Proposer's Signature

05/01/2024

Date

END OF SECTION

BID RESPONSE FORM
FRANCES AVENUE ROADWAY IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND	LS	1	\$25,000.00	\$25,000.00
2	MAINTENANCE OF TRAFFIC	LS	1	\$25,000.00	\$25,000.00
3	MATERIAL TESTING	LS	1	\$2,000.00	\$2,000.00
4	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	\$2,000.00	\$2,000.00
5	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	\$7,000.00	\$7,000.00
6	CLEARING, GRUBBING & DEMOLITION	LS	1	\$25,000.00	\$25,000.00
7	MAILBOX (REMOVE & RESET)	EA	8	\$100.00	\$800.00
8	REGULAR EXCAVATION	CY	216	\$75.00	\$16,200.00
9	REGULAR EMBANKMENT	CY	31	\$100.00	\$3,100.00
10	COQUINA CURB PAD (4" THICK)	SY	321	\$28.00	\$8,988.00
11	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	1155	\$10.00	\$11,550.00
12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (TRAFFIC C) (1")	TN	73	\$400.00	\$29,200.00
13	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-9.5) (TRAFFIC C) (10.5")	TN	111	\$400.00	\$44,400.00
14	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	138	\$268.00	\$36,984.00
15	DITCH BOTTOM INLET (TYPE C) (<10')	EA	5	\$4,000.00	\$20,000.00
16	VALLEY GUTTER INLET (TYPE V) (P-BOTTOM <10")	EA	2	\$20,000.00	\$40,000.00
17	VALVE BOXES, ADJUST	EA	2	\$1,000.00	\$2,000.00
18	METER BOXES, ADJUST	EA	5	\$1,000.00	\$5,000.00
19	CONCRETE PIPE CULVERT (15" RCP)	LF	105	\$350.00	\$36,750.00
20	CONCRETE PIPE CULVERT (18" RCP)	LF	210	\$350.00	\$73,500.00
21	PIPE LINER (CURED IN PLACE) (15")	LF	134	\$400.00	\$53,600.00
22	VALLEY GUTTER – CONCRETE	LF	1129	\$74.00	\$83,546.00

23	DRIVEWAY APRON CONCRETE, 6" THICK	SY	201	\$200.00	\$40,200.00
24	DRIVEWAY APRON BRICK PAVERS	SY	22	\$100.00	\$2,200.00
25	PERFORMANCE TURF (SOD) (FLORATAM)	SY	1404	\$16.00	\$22,464.00
26	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	24	\$10.00	\$240.00
27	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	200	\$10.00	\$2,000.00
28	PVC WATERMAIN (4") (F&I)	LF	42	\$30.00	\$1,260.00
29	WATER METER/SERVICE (ADJUST)	LF	10	\$1,000.00	\$10,000.00

Total Site Improvement Bid:					\$ <u>629,922.00</u>
Add 10% Construction Contingency for potential field change orders:					\$ <u>62,992.20</u>
TOTAL FINAL BID:					\$ <u>692,914.20</u>

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-020

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: Dekora, LLC

Corporate Title: President

Address: 12011 SW 129TH CT Unit #5

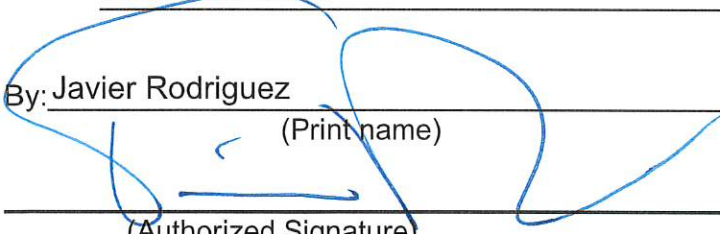
Miami FL 33186

(Zip Code)

By: Javier Rodriguez President

(Print name)

(Print title)


(Authorized Signature)

Telephone: (786) 573-1872

Fax: (305) 397-2706

State License # CGC1519267 (ATTACH COPY)

County License # CGC1519267 (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: General Contractor License

Unlimited yes (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

E-VERIFY
FORT PIERCE, FLORIDA

PROJECT: FRANCES AVENUE ROADWAY IMPROVEMENTS
Bid No.: 2024-020
Project Description: Roadway improvements to include drainage improvements, water main installation, utility adjustments and roadway restoration.

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm:

Dekora, LLC

Authorized Signature:

President

Title:

Date:

5/1/2024

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2024

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 Merchant Insurance Solutions 9220 Bonita Beach Road Suite 200-15 Bonita Springs FL 34135	CONTACT NAME: Staci Merchant PHONE (A/C, No, Ext): (239) 273-2931 E-MAIL ADDRESS: nealm@merchantinsurancesolutions.com	FAX (A/C, No): (866) 406-4983
	INSURER(S) AFFORDING COVERAGE	
INSURED DEKORA, LLC 12011 SW 129TH CT UNIT 5 Miami FL 33186	INSURER A: FLORIDA CITRUS BUSINESS & INDUSTRIES FUN	NAIC # N/A
	INSURER B:	
	INSURER C:	
	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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	65117	01/10/2024	01/10/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce FL 34950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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



ALFARO, MAURICIO

DEKORA, LLC
1120 CORDOVA STREET
CORAL GABLES FL 33134

LICENSE NUMBER: CGC1519267

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Company ID Number: 1720199

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Dekora LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives’ contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee’s E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1720199

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1720199

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 1720199

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 1720199

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 1720199

- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee’s Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee’s documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 1720199

Approved by:

Employer	
Dekora LLC	
Name (Please Type or Print) Javier rodriguez	Title
Signature Electronically Signed	Date 07/27/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/27/2021



Company ID Number: 1720199

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Dekora LLC
Company Facility Address	12011 SW 129 CT Unit # 5 Miami, FL 33186
Company Alternate Address	
County or Parish	MIAMI-DADE
Employer Identification Number	263531092
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



Company ID Number: 1720199

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



Company ID Number: 1720199

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Javier Rodriquez
Phone Number 7865731872
Fax
Email dekorallc@gmail.com



Company ID Number: 1720199



This list represents the first 20 Program Administrators listed for this company.

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



6923263

RECEIPT NO.

RENEWAL

7199326

BUSINESS NAME/LOCATION

DEKORA LLC

12011 SW 129TH CT UNIT 5

MIAMI, FL 33186-6933

EXPIRES

SEPTEMBER 30, 2024

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10



OWNER

DEKORA LLC

SEC. TYPE OF BUSINESS

196

GENERAL BUILDING
CONTRACTOR

**PAYMENT RECEIVED
BY TAX COLLECTOR**

75.00 07/05/2023

Worker(s)

1

CGC1519267

INT-23-388313

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 www.miamidade.gov/taxcollector





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
DEKORA, LLC

Filing Information

Document Number	L08000099777
FEI/EIN Number	26-3531092
Date Filed	10/23/2008
Effective Date	10/22/2008
State	FL
Status	ACTIVE

Principal Address

12011 SW 129TH CT
UNIT 5
miami, FL 33186

Changed: 04/05/2019

Mailing Address

12011 SW 129TH CT
UNIT 5
miami, FL 33186

Changed: 04/05/2019

Registered Agent Name & Address

RODRIGUEZ, JAVIER
12011 SW 129TH CT
UNIT 5
miami, FL 33186

Name Changed: 04/05/2019

Address Changed: 04/05/2019

Authorized Person(s) Detail

Name & Address

Title President

RODRIGUEZ, JAVIER
12011 SW 129TH CT
UNIT 5
miami, FL 33186

Title VP

ALFARO, MAURICIO
12011 SW 129TH CT
UNIT 5
miami, FL 33186

Annual Reports

Report Year	Filed Date
2022	01/26/2022
2023	01/23/2023
2024	01/23/2024

Document Images

01/23/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
01/29/2021 -- ANNUAL REPORT	View image in PDF format
01/17/2020 -- ANNUAL REPORT	View image in PDF format
04/05/2019 -- ANNUAL REPORT	View image in PDF format
01/25/2018 -- ANNUAL REPORT	View image in PDF format
03/12/2017 -- ANNUAL REPORT	View image in PDF format
04/14/2016 -- ANNUAL REPORT	View image in PDF format
02/10/2015 -- ANNUAL REPORT	View image in PDF format
03/05/2014 -- ANNUAL REPORT	View image in PDF format
04/17/2013 -- ANNUAL REPORT	View image in PDF format
02/10/2012 -- ANNUAL REPORT	View image in PDF format
04/26/2011 -- ANNUAL REPORT	View image in PDF format
03/31/2010 -- ANNUAL REPORT	View image in PDF format
04/28/2009 -- ANNUAL REPORT	View image in PDF format
10/23/2008 -- Florida Limited Liability	View image in PDF format

April 10, 2024



CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

1. **QUESTION:** Can a FDOT pre-qualified contractor bid on this project?
ANSWER: Yes. A State of Florida General Contractor's License is required.
2. **QUESTION:** What is the estimated budget range for this project?
ANSWER: The estimated budget for this project is \$300,000.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: Javier Rodriguez
Typed or Printed

Company Name: Dekora, LLC

Address: 12011 SW 129TH CT Unit #5 Miami FL 33186

Date: 05/01/2024

/lh



CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

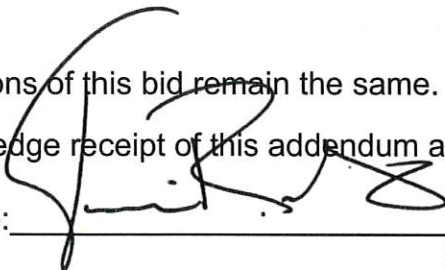
ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

- 1. **QUESTION:** Project plans pages 22 through 26 are blank. Is this Correct?
ANSWER: Yes. Attached are the revised bid plans with blank pages removed.
- 2. **QUESTION:** Is all the work under this contract to be completed by subcontractors only or just the scopes listed under List of Major Subcontractors?
ANSWER: Item should read that 40% of Work must be done by the General Contractor's entity.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:  _____
Manual

Signature: Javier Rodriguez _____
Typed or Printed

Company Name: Dekora, LLC _____

Address: 12011 SW 129TH CT Unit #5 Miami FL 33186 _____

Date: 05/01/2024 _____

/lh

April 22, 2024



CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 3

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

1. **QUESTION:** Bid Item 13 – Superpave Asphaltic Concrete (Type B-9.5) (Traffic C) (10.5”) – Please clarify the 10.5” depth, does this mean 9” of base rock and 1-1/2” of asphalt or is it as it reads, 10.5” of asphalt?

ANSWER: As it reads.

2. **QUESTION:** Is item 13 intended for all the required trench restoration for the indicated cross drains and the revised edge of pavement?

ANSWER: All areas are called out on the construction plans.

3. **QUESTION:** Sheet 5 of the plans shows 138 tons of SP-12.5 overbuild (pay item 334-1-13C) but this pay item is not on the bid form. Will this pay item be added to the bid form?

ANSWER: The bid form has been revised. Please see attached.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:  _____
Manual

Signature: Javier Rodriguez _____
Typed or Printed

Company Name: Dekora, LLC _____

Address: 12011 SW 129TH CT Unit #5 Miami FL 33186 _____

Date: 05/01/2024 _____

/lh



CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 4

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

1. **QUESTION:** Other than SWPPP and ROW permits are there any additional permits required?

ANSWER: **No other permits are required. ROW permits are not required for the FPUA utility work on this project as it is a part of the approved plans.**
2. **QUESTION:** What is the City's charge for a ROW permit?

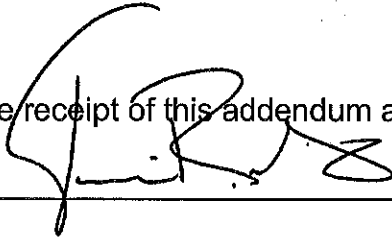
ANSWER: **There is no charge currently for a ROW permit.**
3. **QUESTION:** There is no line item for drainage removal. Where would the City prefer this item to be accounted for on the bid form?

ANSWER: **This should be accounted for in the Clearing, Grubbing and Demolition line item. The bid form has been revised for further clarification.**
4. **QUESTION:** Other than SWPPP and ROW permits are there any additional permits required?

ANSWER: **No other permits are required. ROW permits are not required for the FPUA utility work on this project as it is a part of the approved plans.**
5. **QUESTION:** Regarding the Frances Avenue Roadway Improvements project, I see that the list of insurance requirements includes the following: Workers; Compensation/Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Pollution Legal Liability, Property/Builder's Risk Insurance. Therefore, my question would be do you require the bidder to submit a copy of All of these insurance at the time of the bid? Or is the contractor to supply a copy of these after the notice of award?

ANSWER: The insurance requirement that is needed during the bid submission is simply a proof of insurance by including a copy of your current certificate of Insurance. However, once the contractor is awarded the bid, they must have all the required insurance requirements in order to proceed with the award process.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:  _____
Manual

Signature: Javier Rodriguez _____
Typed or Printed

Company Name: Dekora, LLC _____

Address: 12011 SW 129TH CT Unit #5 Miami FL 33186 _____

Date: 05/01/2024 _____

/lh



MANDATORY PRE-BID CONFERENCE MEETING SIGN-IN LOG

Bid No. 2024-020 Frances Avenue Roadway Improvements
 100 N U S HWY 1, Fort Pierce, FL, 2nd Floor Engineering Conference
 10:00 AM, Friday, April 19, 2024



Page 1 of 1

COMPANY NAME	REPRESENTATIVE NAME	EMAIL ADDRESS	CONTACT NUMBER
H+J Contracting	Navita Garib-Lyles	estimating@hjcontracting.com	801-509-4602
Centerline, Inc	EVAN Kobida	estimating@centerlineinc.com	520-247-5282
Dickerson Infrastructure Inc.	Sohn Korswold	SKorswold@dfil.com	772-429-4444
PRP West	Dave Moore	prpwest@gnai.com	772-557-6923
PRP Coast	Beky Skelton	PRP_Skelton@gmail.com	772-214-8208
CWR Contracting	Ricki Stone	rstone@CWRcontracting.com	772-925-5650
CLR Contracting	Arian Teal	ateal@CWRcontracting.com	772-529-8271
City of Fort Pierce	Monica Gonzales	Mgonzales@Cityof-fort-pierce.com	772-467-3201
PAV.CO CONTRACTING, INC	JONATHAN BARNES	JBARNES.PAV.CO.CONTRACTING@gmail.com	352-455-2130
Latonya Hubbard	COFP	Lhubbard@Cityof-fort-pierce.com	772-467-3102
Veneha Barnes	COFP	vbarnes@Cityof-fort-pierce.com	772-467-3783
FORT PIERCE UTILITIES	Ulgey Dawson	ldawson@fpwr.com	772-466-1600
BY ENGINEERING CONSTRUCTION CORP	MARIANA ALEGRÍA	yengineering1@gmail.com	561-939-4848
Dekora, LLC.	Randy Radilla Mederos	dekoravc@gmail.com	786-573-1872
CK Contractors and Development	Michael Smith	msmith@ckcdllc.com	561-932-1070
Kimley-Horn	Mike Foeman	Mike.Foeman@kimsthe.com	772-794-4664

Approved by the Department Representative


 Signature

ATTEST

4/19/24
 Date

10:15 AM
 Time

BID RESPONSE FORM
FRANCES AVENUE ROADWAY IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND	LS	1	25,000	25,000
2	MAINTENANCE OF TRAFFIC	LS	1	25,000	25,000
3	MATERIAL TESTING	LS	1	2,000	2,000
4	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	2,000	2,000
5	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	7,000	7,000
6	CLEARING, GRUBBING & DEMOLITION	LS	1	25,000	25,000
7	MAILBOX (REMOVE & RESET)	EA	8	100.	800
8	REGULAR EXCAVATION	CY	216	75	16,200
9	REGULAR EMBANKMENT	CY	31	100	3,100
10	COQUINA CURB PAD (4" THICK)	SY	321	28.	8,988
11	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	1155	10.	11,550
12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (TRAFFIC C) (1")	TN	73	400	29,200
13	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-9.5) (TRAFFIC C) (10.5")	TN	111	400	44,400
14	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	138	400 268.00	55,200 36,984
15	DITCH BOTTOM INLET (TYPE C) (<10')	EA	5	4,000	20,000
16	VALLEY GUTTER INLET (TYPE V) (P-BOTTOM <10')	EA	2		
17	VALVE BOXES, ADJUST	EA	2	1,000	2,000
18	METER BOXES, ADJUST	EA	5	1,000	5,000
19	CONCRETE PIPE CULVERT (15" RCP)	LF	105	350.	36,750
20	CONCRETE PIPE CULVERT (18" RCP)	LF	210	350.	73,500
21	PIPE LINER (CURED IN PLACE) (15")	LF	134	400.	53,600
22	VALLEY GUTTER - CONCRETE	LF	1129	74.	83,546

23	DRIVEWAY APRON CONCRETE, 6" THICK	SY	201	200.	40,200
24	DRIVEWAY APRON BRICK PAVERS	SY	22	100.	2,200
25	PERFORMANCE TURF (SOD) (FLORATAM)	SY	1404	16.	22,464
26	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	24	10.	240
27	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	200	10.	2,000
28	PVC WATERMAIN (4") (F&I)	LF	42	30	1,200
29	WATER METER/SERVICE (ADJUST)	LF	10	1,000	10,000

Total Site Improvement Bid:					\$ 589,922
Add 10% Construction Contingency for potential field change orders:					\$ 58,992.20
TOTAL FINAL BID:					\$ 648,914.20

Major Equipment

Year	Type
2011	Fairwest Thermo Plastic Melter
2020	RPM Trailer #1
2020	RPM Trailer #2
2015	Ford F350
2017	Ford F250
2024	Ford 650
2024	Ford 650
2022	Ford 250
2022	Ford 450

Contacts On Hand

Project	Gross Amount	Estimated Completion
City of Miami Fire Station #8	\$292,960.08	6/2024
City of Miami Silver Bluff Park	\$52,252.00	5/2024
Monroe County School Doors	\$68,822.00	6/2024

JAVIER RODRIGUEZ

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Self-driven individual with a proven track record of over 25 years working with governmental agencies, including the Florida Department of Transportation. Proficient in providing customers with timely project completion within budget through a value engineering approach, allowing for efficient workforce scheduling, project oversight, and project turnover to customers. The company's goal is to continue growing our project specializations which include, but are not limited to, servicing highway signage, highway landscape management, fencing installation, bridge painting, concrete sidewalk, striping and drainage.

EXPERIENCE:

Contract Number: E1U45-R2

Client: State of Florida Dept. of Transportation, District One

Date: 2023

Contract Amount: \$505,911.30

Location: Desoto, Glades & Hardee County

Description: Pipe Repair, Mitered End Replacement

Contract Number: E1W38-R0

Client: State of Florida Dept. of Transportation, District One

Date: 2023

Contract Amount: \$536,495.55

Location: Lee County

Description: Concrete Drainage & Repairs

Contract Number: T3773

Client: Tallahassee

Date: 2023

Contract Amount: \$556,580.63

Location: Bay County

Description: Sidewalk Drainage Improvements.

Contract Number: E4W25-R1

Client: State of Florida Dept. of Transportation, District Four

Date: 2023

Contract Amount: \$350,000.00

Location: Broward County

Description: Retro Reflective Pavement Markers.

Contract Number: E4W30-R0

Client: State of Florida Dept. of Transportation, District Four

Date: 2023

Contract Amount: \$450,000.00

Location: Broward County

Description: NDPE Drainage Corrective Actions

Contract Number: E4W77-R0

Client: State of Florida Dept. of Transportation, District Four

Date: 2023

Contract Amount: \$500,000.00

Location: St. Lucie, Martin, Indian River

Description: Non-Paved Shoulder/Slope Repair

Contract Number: E4X15

Client: State of Florida Dept. of Transportation, District Four

Date: 2024

Contract Amount: \$1,000,000.00

Location: Broward County

Description: Miscellaneous Construction

Contract Number: E6O31

Client: State of Florida Dept. of Transportation, District Six

Date: 2023

Contract Amount: \$900,000.00

Location: Miami Dade

Description: Drainage Improvement

Contract Number: E6O80

Client: State of Florida Dept. of Transportation, District Six

Date: 2023

Contract Amount: \$1,000,000.00

Location: Miami Dade

Description: Drainage Improvements

Contract Number: E7Q64-R0

Client: State of Florida Dept. of Transportation, District Seven

Date: 2024

Contract Amount: \$500,000.00

Location: Hernando, Pasco County

Description: Outfall Road Ditch Maintenance

Contract Number: E8U68

Client: State of Florida Dept. of Transportation, District Eight

Date: 2023

Contract Amount: \$452,998.04

Location: Miami Dade County

Description: Noise Wall Repair

Contract Number: E1U45-R1

Client: State of Florida Dept. of Transportation, District One

Date: 2023

Contract Amount: \$514,248.74

Location: Desoto, Glades & Hardee County

Description: Pipe Repair, Mitered End Replacement

Contract Number: E1U45-R0

Client: State of Florida Dept. of Transportation, District One

Date: 2023

Contract Amount: \$514,248.74

Location: Desoto, Glades & Hardee County

Description: Pipe Repair, Mitered End Replacement

Contract Number: E1V65-R0

Client: State of Florida Dept. of Transportation, District One

Date: 2023

Contract Amount: \$352,876.34

Location: Manatee County

Description: Concrete Drainage and Repairs

Contract Number: E4W25-R0

Client: State of Florida Dept. of Transportation, District Four

Date: 2023

Contract Amount: \$350,000.00

Location: Broward County

Description: Retro Reflective Pavement Markers.

Contract Number: E3V23-R1

Client: State of Florida Dept. of Transportation, District Three

Date: 2023

Contract Amount: \$200,000.00

Location: Jackson & Washington County

Description: Ditch Maintenance

Contract Number: E4V43-R0

Client: State of Florida Dept. of Transportation, District Four

Date: 2023

Contract Amount: \$150,000.00

Location: Broward County

Description: Manhole / Inlet Repairs

Contract Number: E4V45-R0

Client: State of Florida Dept. of Transportation, District Four

Date: 2023

Contract Amount: \$250,000.00

Location: Broward County

Description: Rigid Pavement Markings

Contract Number: E6M38-R2

Client: State of Florida Dept. of Transportation, District Six

Date: 2022

Contract Amount: \$300,000.00

Location: Miami-Dade

Description: RPM and Delineator Installation

Contract Number: E8T26-R1

Client: State of Florida Dept. of Transportation, District Eight

Date: 2023

Contract Amount: \$356,293.05

Location: Miami Dade, Broward, Palm Beach County

Description: Drainage Outfall Rubble Rap

Contract Number: E3V22

Client: State of Florida Dept. of Transportation, District Three

Date: 2022

Contract Amount: \$750,000.00

Location: Jackson and Washington County

Description: Installation of gabion mattresses for ditch & slope refurbishment

Contract Number: E3VI8

Client: State of Florida Dept. of Transportation, District Three

Date: 2022

Contract Amount: \$436,379.41

Location: Santa Rosa County

Description: Grading, shaping, tree & stump removal, installation rip rap rubble ditch lining.

Contract Number: E4S86

Client: State of Florida Dept. of Transportation, District Four

Date: 2021

Contract Amount: \$81,078.57

Location: Polk

Scope of Work: ADA Mat Replacement

Contract Number: E4S86

Client: State of Florida Dept. of Transportation, District Four

Date: 2021

Contract Amount: \$81,078.57

Location: Polk

Description: ADA Mat Replacement

Contract Number: E3U21

Client: State of Florida Dept. of Transportation, District Three

Date: 2021

Contract Amount: \$100,000.00

Location: Holmes, Walton Washington County

Description: Guardrail Asphalt

Contract Number: E8S58-R0

Client: State of Florida Dept. of Transportation, District Eight

Date: 2021

Contract Amount: \$613,527.30

Location: Miami Dade, Broward, Palm Beach County

Description: Bridge Deck Striping

Contract Number: E4S86

Client: State of Florida Dept. of Transportation, District Four

Date: 2020

Contract Amount: \$600,000.00

Location: Palm Beach County

Description: Signing Pavement Markings

Contract Number: E3S88

Client: State of Florida Dept. of Transportation, District Three

Date: 2020

Contract Amount: \$779,041.56

Location: Franklin County

Description: Grading

Contract Number: E1T09

Client: State of Florida Dept. of Transportation, District One

Date: 2020

Contract Amount: \$386,075.27

Location: Collier, Lee County

Description: Fence Repair/Replace

Contract Number: E1T49-R0

Client: State of Florida Dept. of Transportation, District One

Date: 2020

Contract Amount: \$315,220.53

Location: Manatee & Sarasota County

Description: Shoulder Blading & Shoulder Rework

Contract Number: E3T03

Client: State of Florida Dept. of Transportation, District Three

Date: 2020

Contract Amount: \$552,624.49

Location: Washington County

Description: Grading, Ditch Cleaning

Contract Number: E1T71

Client: State of Florida Dept. of Transportation, District One

Date: 2020

Contract Amount: \$75,000.00

Location: Manatee County

Description: Revetment Block

Contract Number: E6L88E

Client: State of Florida Dept. of Transportation, District Six

Date: 2018 & 2019

Contract Amount: \$135,000.00

Location: Miami Dade

Description: Asphalt Repair

Contract Number: E1P40- R0 and Renewal 1 and 2

Client: State of Florida Dept. of Transportation, District One

Date: 2016 & 2017 & 2018 & 2019

Contract Amount: \$458,038.13

Location: Hardee & Glades County

Description: Pipe Replacement & Concrete Repair

Contract Number: E5T26

Client: State of Florida Dept. of Transportation, District Five

Date: 2017 & 2018

Contract Amount: \$1,059,574.24

Location: Volusia County

Description: Constructing asphalt shoulder pavement (6 miles) shoulder rework installing performance sod, and refurbishing pavement marking on various sections of SR 15/600, SR472, SR 5, SR15, and SR40.

Contract Number: E4S86

Client: State of Florida Dept. of Transportation, District Four

Date: 2017

Contract Amount: \$600,000.00

Location: Palm Beach County

Description: Roadway signing and painting pavement markings throughout the county.

Contract Number: E4R09

Client: State of Florida Dept. of Transportation, District Four

Date: 2015 & 2016 & 2017

Contract Amount: \$899,999.98

Location: Broward County

Description: The improvements under this contract consist of providing the means to resolve problems relating to the drainage system. To provide corrective actions for the NPDES State Road System and/or off-system roads that carry our drainage

Contract Number: E4R61

Client: State of Florida Dept. of Transportation, District Four

Date: 2017

Contract Amount: \$1,000,000.00

Location: Districtwide

Description: Remove, install, and repair concrete sidewalks and driveways. Install detectable warnings and crosswalks along the state highway systems.

Contract Number: E4S10

Client: State of Florida Dept. of Transportation, District Four

Date: 2017

Contract Amount: \$900,000.00

Location: Broward County

Description: Providing materials, equipment, and incidentals necessary to maintain the roadway drainage system and related components throughout.

Contract Number: E1Q93-R0

Client: State of Florida Dept. of Transportation, District One

Date: 2017

Contract Amount: \$1,015,350.00

Location: Manatee & Sarasota County

Description: Mowing and Litter Removal Chemical Mowing (Inside Mower Deck Application), Herbicide Strip Application and Edging and Sweeping.

Contract Number: E5T58

Client: State of Florida Dept. of Transportation, District Five

Date: 2016

Contract Amount: \$475,598.11

Location: Lake County

Description: Repairing non-paved driveways, shoulders, slopes, and roadside ditches by adding suitable materials, removing excess materials, desilting pipes under driveways & side streets, performance turf (sod), preparing soil layer, & restoring roadside for proper drainage, & provide safe recovery.

Contract Number: E4Q11

Client: State of Florida Dept. of Transportation, District Four

Date: 2014 & 2015

Contract Amount: \$807,674.00

Location: Broward County

Description: Refinishing master arm assemblies at various locations and removal of existing coatings and applications of new coatings.

Contract Number: E7J21- R0 and Renewal 1

Client: State of Florida Dept. of Transportation, District Seven

Date: 2013 & 2014 & 2015

Contract Amount: \$750,000.00

Location: Hillsborough County

Description: Stormwater Facility upkeep

Contract Number: E1M83

Client: State of Florida Dept. of Transportation, District

Date: 2013 & 2014 & 2015 & 2016

Contract Amount: \$583,321.03

Location: Manatee County

Description: Stormwater & Pond Facility upkeep.

Contract Number: E1M86

Client: State of Florida Dept. of Transportation, District

Date: 2013 & 2014 & 2015 & 2016

Contract Amount: \$636,528.47

Location: Manatee County

Description: Stormwater & Pond Facility upkeep.