RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (RBCRA)

INVITATION TO BID

No. 898-17-3

MARINA EVENT CENTER ROOFTOP FLOORING INSTALLATION

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<th>Event</th>
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<tr>
<td>DATE ITB ISSUED</td>
<td>June 11, 2017</td>
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<td>MANDATORY SITE VISIT LOCATION:</td>
<td>June 21, 2017 10:00 AM</td>
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<td>DUE DATE FOR BIDDER QUESTIONS</td>
<td>July 05, 2017</td>
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<td>ITB DUE DATE</td>
<td>July 11, 2017 @ 11 A.M.</td>
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<tr>
<td>PROPOSED CRA AWARD DATE</td>
<td>August Meeting</td>
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<td>START DATE</td>
<td>August, 2017</td>
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BID CONTACT: PAMELA DALEY, MBA

SENIOR PROCUREMENT SPECIALIST

Riviera Beach CRA
2001 Broadway, Suite 300
Riviera Beach, FL 33404
GENERAL INFORMATION TO BIDDERS
BID NO. 898-17-3

Roof Top Flooring Installation
The Riviera Beach Community Redevelopment Agency (CRA) will be accepting bids for the installation of flooring to the east side of the Marina Village Event Center roof top as seen in Exhibit “A”. Bid specifications are included in this document.

The CRA reserves the right to reject any and/or all bids and waive technicalities and/or any irregularities therein. The CRA further reserves the right to award a contract to that bidder whose proposal best serves the interests of the CRA in the sole discretion of the CRA.

GENERAL STATEMENT:
A. Payment will be made upon completion of said work. Completion shall mean the acceptance or final approval by the designated contact person for the project.

B. Payments will not be made for partial work.

C. All contracted services are to be performed in a professional manner, at a 100% level by qualified personnel.

D. Prices submitted in regards to this bid shall include, but not be limited to all necessary manpower, equipment, permits, cranes, materials, specialized building materials, manufacturer’s representation (if needed), temporary storage facilities and all other work as specified in the plans and specifications (attached).

SITE CONDITIONS:
A. Site access will be limited to required company vehicles, delivery vehicles and hired vehicles only.

B. Any damage caused to the existing buildings or equipment by work performed under this contract shall be repaired to the owner’s satisfaction at the contractor’s expense.

C. Contractor to provide all necessary pedestrian and traffic control devices at all times during the performance of the contract.

D. Contractor is responsible for the handling and storing of all materials delivered to the site.

ADDITIONAL REQUIREMENTS:
A. The contractor must be licensed to work in the State of Florida and Palm Beach County. Submit documentation of this with bid.

B. Insurance is required as listed in this bid package. Provide copy of insurance with bid.

C. The contractor shall direct its personnel in the execution of the work.

WARRANTY:
Warranty work shall be corrected by the contractor at no additional cost to the RBCRA. Warranty period shall begin on the date the project is completed as evidenced by the building permit signed as "final inspection”. The date of the successful passing of the final inspection shall signify the completion date of the project. Warranty items shall include, but not be limited to defective workmanship, parts, or equipment for the time periods listed below:

1. Workmanship warranty shall be one (1) year.
2. Standard Manufacturer’s warranty on parts and materials

All warranty work is to be completed in a timely manner following the response times listed in this document. Reasonable shipping times for parts and equipment will be considered.
RESPONDENT INSTRUCTIONS
The respondent shall, at a minimum provide the following:

- Name and location of the project
- Project owner’s representative name, address, phone number and email address
- Project user agency’s representative name, address and phone number
- Date project was completed or is anticipated to be completed
- Size of project
- Cost of project
- Project Manager and other key professionals involved on listed project and who of that staff that will be assigned to this project
**GENERAL TERMS AND CONDITION**

The purpose of this Invitation to Bid is to obtain firm pricing for the purchasing of material and other cost associated with installation for the Marina Event Center roof top flooring for the Riviera Beach Community Redevelopment Agency as specifically outlined in this package.

Descriptions of services to be performed are detailed in the pages that follow.

This Invitation to Bid, General Terms and Conditions, Instructions and Information for Bidders and Technical Specifications, Addenda and/or any other pertinent document, form a part of this proposal and by reference are made a part thereof. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the CRA, on or before the closing date and time. The CRA shall in no way be responsible for delays caused by any other occurrence. Offers by mail, hand delivery, or facsimile shall be acceptable. Offers by electronic mail will not be acceptable. The CRA shall in no way be responsible for any expenses incurred by a firm in the preparation of and submission of bids. All parties shall provide a straight forward, delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The Bid must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, date and time of Bid opening, and Bid number and title. Bids not submitted on the approved forms and omitting this information shall be rejected. By submitting a Bid, the Bidder agrees to all terms and conditions specified herein. **NO EXCEPTIONS TO THE TERMS AND CONDITIONS WILL BE ALLOWED.** Each bid should follow the format explained in this document and the schedule proposed and customized to ensure the safety and protection of property.

Submittal of a bid in response to this Invitation to Bid constitutes an offer by the Bidder. Bids that do not comply with these requirements may be rejected at the option of the Riviera Beach Community Redevelopment Agency (CRA) herein referred to as "CRA".

Interested parties may acquire a copy of the Invitation to Bid by visiting the CRA’s website [www.rbcra.com](http://www.rbcra.com) and the City\CRA of Riviera Beach website at [www.rivierabch.com](http://www.rivierabch.com) or obtaining a copy from the CRA Office at the address listed above.

The CRA shall not be responsible for oral interpretation given by any CRA issuance. A written addendum is the only official method whereby interpretation, clarification, or additional information can be given. **If any addenda are issued to this Invitation to Bid, the CRA will attempt to notify all known bidders; however, it shall be the responsibility of each bidder prior to submitting their Bid to determine the issuance of addenda. Addenda will generally be available in the CRA's office if published. All addenda must be submitted with the official CRA form attached.**

1. **EXECUTION OF BID:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by bidder to his bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. Bids will not be accepted from firms in arrears to the City\CRA of Riviera Beach or the CRA upon debt or contract nor from a defaulter upon obligations to the City\CRA of Riviera Beach or the CRA. Bidder certifies by signing the bid that no principals or corporate officers of the firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with the City\CRA within the last three years, unless so noted in the bid documents.

2. **TIE BIDS:** In case of tie bids, the award will be made in the following preference:

**BIDDER WITHIN CITY\CRA LIMITS OF RIVIERA BEACH.**
**BIDDER WITHIN PALM BEACH COUNTY.**
**BIDDER WITHIN THE STATE OF FLORIDA.**

3. **NO BID:** If not submitting a bid, respond by returning this Bidder Acknowledgement form, marking it “NO BID”, no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder’s name from the bid mailing list.
4. **BID WITHDRAWAL:** No bidder may withdraw their bid before the expiration of ninety (90) calendar days from the date of bid opening.

5. **BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the City\CRA Clerk’s Office and will be accepted by all parties without reservation. It is the bidder’s responsibility to assure that the bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened are exempt from public examination until an intended decision is announced or until 30 days from the opening, whichever is earlier (Florida Statutes Section 119.071) may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request.

NOTE: Except as required by Florida statues, bids are exempt from release for certain periods of time after bid opening.

6. **ADDENDA TO BID:** The City\CRA reserves the right to amend this Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Department immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of the City\CRA.

7. **ACCEPTANCE / REJECTION OF BIDS** The City\CRA of Riviera Beach\CRA reserves the right to accept or to reject any or all bids and to make the award to that bidder, who in the opinion of the City\CRA will be in the best interest of and/or the most advantageous to the City\CRA. The City\CRA of Riviera Beach also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award to delivery on time contracts of a similar nature or who is not in the position to perform properly under this award.

The Contract will be awarded to the lowest, responsible and responsive bidder. The Purchasing Manager reserves the right to reject any and all bids and to waive any informalities in bids received whenever such rejection or waiver is in the best interest of the City\CRA.

In determining responsibility, the following qualifications, in addition to price, will be considered in the evaluation of the bid:

(a) The ability, City\CRA, and skill of the bidder to perform the service required.

(b) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

(c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.

(d) The quality of performance of previous contracts or services.

(e) The previous and existing compliance by the bidder with the laws and ordinances relating to the contract or service.

(f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

(g) The quality, availability, and adaptability of the supplies or services to the particular use required.

(h) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

(i) Whether the bidder is in arrears to the City\CRA on a debt or contract or is a defaulter on surety to the City\CRA, or whether the bidder’s taxes or assessments are delinquent.

(j) Such other information as may be required or obtained.
8. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

The City/CRA of Riviera Beach 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, sex, sexual orientation, disability and marital status.

Minority Business Enterprise (MBE) 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 Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Procurement Ordinance Sec. 10-301. Minority owned businesses wishing to participate in the City/CRA procurement process may contact the Purchasing Department for information and assistance.

In compliance with Florida Public Entity Crime Statute (Section 287.132, 133), the attached Public Entity crime Form should be fully executed, notarized and submitted with bid response once per calendar year. No award will be executed with any person or affiliate identified on the State of Florida Department of General 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 without receipt of the statement.

In compliance with Florida Statute (Section 287.087) attached form “Drug Free Workplace Certification” should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids/proposals which are equal with respect to price, quality and service are received by the City/CRA.

The obligations of the City/CRA under this award are subject to the availability of funds lawfully appropriated for its purpose.

9. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

   (a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(s) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

   (b) **F.O.B.** - as specified in Special Instructions to bidder.

   (c) **TIE BIDS:** The award on tie bids will be in accordance with the provisions of the Procurement Code.

   (d) **TAXES:** City/CRA of Riviera Beach is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxed required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

   (e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest bid cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

   (f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the City/CRA.

   (g) **ORDERING:** The City/CRA of Riviera Beach reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in
the contract and if the seller is unable to comply therewith, the City\CRA of Riviera Beach reserves the right to obtain such delivery from others without penalty or prejudice to the City\CRA or to the seller.

10. **TERMINATION:**
   (a) **FUND-OUT:** The City\CRA of Riviera Beach City\CRA Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated the City\CRA may terminate in accordance with the contract.

11. **CODE REQUIREMENTS**
The CONTRACTOR and his subcontractors on this project must be familiar with all applicable Federal, State, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. CONTRACTOR shall ask for and receive any required inspections.

12. **CONDUCT OF EMPLOYEES**
All employees of the CONTRACTOR shall conduct themselves in a courteous and professional manner at all times. Abusive language or gestures shall not be tolerated and could be cause for removal from contract. Caution shall be exercised to assure that their operations do not cause any safety hazards to the general public. Whenever questions, complaints, etc., are directed to an employee of the CONTRACTOR by the public, they are to acknowledge, record, and pass on to the CRA's Contact Person if unable to reply.

13. **SUPERVISION AND INSPECTIONS**
The CONTRACTOR shall have a competent and designated person in charge and outside for each crew at all times. The CRA shall inspect work at its discretion. If work is not performed to specifications outlined in this contract, the CONTRACTOR will have 72 hours to correct the deficiency, weather permitting. If deficiency is not corrected, liquidated damages will be accessed.

The CRA reserves the right to withhold payments for any work which is not considered to be within the scope of the specifications of the contract. Continued failure to meet terms of the contract will result in the termination of contract.

14. **INVOICING**
Contractor shall present an invoice to the CRA upon completion of each work request. Said invoice shall be completely itemized and include the CRA Purchase Order Number and the CONTRACTOR Invoice Number.

15. **CONE OF SILENCE**
Once published, no entity filing a response to this BID shall through their principal, attorneys, or agents, contact members of the CRA Commission for the purposes of discussing any aspect of this BID or for any possible decision on the BID; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the members of the CRA Commission. **Any action in violation of this provision shall be cause for disqualification of BID.**

16. **NON-COLLUSION STATEMENT**
By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any CRA or City\CRA of Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any CRA of Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

17. **PUBLIC SAFETY AND CONVENIENCE**
The Contractor shall at all times conduct his work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.
Except as may be approved by the Public Works Director following rules apply. No more than one-half of the road or street shall be closed and traffic shall be controlled to provide minimum hindrance and inconvenience. No road or street shall be closed to the public. There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

The City/CRA’s franchises roll off containers/dumpsters. If Contractor should have to use a roll off container/dumpster, the Public Works Department will provide the name of the franchisee upon request.

The Public Works Director may be reached at (561) 845-4080.

18. EQUIPMENT AND PERSONNEL
Any and all defective equipment shall be promptly removed from the site. Personnel employed directly, or indirectly, by the Contractor who is incompetent, inept or unfit to perform the work shall be promptly removed from work covered under the contract. Failure of the Contractor to remove defective equipment or personnel who are incompetent, inept or unfit may result in the termination of the contract.

19. CONTRACT
The CRA shall issue a purchase order incorporating this Invitation to Bid and the Bid documents submitted by the bidder with whom to contract. Such purchase order together with the CRA standard contract for construction services shall constitute the contract.

The contractor shall not assign, transfer or subcontract this contract either in whole, or in part, without prior written approval of the Executive Director of the CRA or CRA Designee.

Contractor shall not transfer or subcontract any work either in whole or in part, without prior written approval of the Executive Director of the CRA or CRA Designee.

The contract will be subject to immediate cancellation if services do not comply with the specifications or the terms and conditions as stated herein.

Contractor shall possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement.

Note: Contractors are required to obtain and maintain active service for the following equipment: fax machine, pager, or cellular phone (see equipment requirements).

20. CONTRACT PERIOD
The contractor shall complete all work necessary for substantial completion if ready for its intended use within sixty (60) calendar days with final completion and resolution of all punch list items within thirty (30) calendar days following substantial completion.

21. CONTRACT AMOUNT
Prices quoted in the bid will be considered firm for each type work to be performed.

22. DEDUCTION FOR NOT COMPLETING ON TIME
If the contract work is not fully completed, the contractor shall pay the CRA, not as a penalty, but as liquidated damages, a sum equal to Five Hundred Dollars ($500) for each day between scheduled substantial completion and the actual substantial completion, as well as Two Hundred Fifty Dollars ($250) for each day elapsing in excess of the thirty (30) days between substantial and final completion.

23. SUBSTANTIAL COMPLETION
Substantial completion means in this application that the project is ready for its intended use.

24. FINAL COMPLETION
Final completion means that the project is complete.
25. PROTECTION OF PROPERTY
The Contractor shall at all-time guard against damage or loss to the property of the CRA, and the City/CRA of Riviera Beach or other owners and shall be held responsible for replacing or repairing any such loss or damage. The CRA may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

The responsibility for all harm or damage to person or property arising out of, or on account of, work done under this Contract shall rest upon the Contractor and the Contractor shall save the CRA harmless from all claims made on account of such damage.

26. UNANTICIPATED FIELD CONDITIONS, CHANGE ORDERS AND CLAIMS FOR DELAY
Any field conditions that are materially different than those provide in the bid document which may have implications for potential delays or require additional equipment and other related costs must be reported within twenty four (24) hours to the Executive Director or his designee. Any related delay claims or change orders must be approved by the Executive Director or his designee prior to the execution of work.

27. INSPECTION/ACCEPTANCE OF WORK
Acceptance of work performed will be made by the CRA once the CRA personnel has inspected the work and determined that the job was completed consistent with the work request and to the satisfaction of this document and fully complies with the specifications herein.

28. PAYMENT
Payment will be made by the CRA after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must state the purchase order number. Contractor shall present an invoice to the CRA upon completion. Invoices shall be itemized consistent with the work request and shall show property location/address, work request number, date completed and charges. Payment for services shall be made only for work performed and requested of the Contractor and accepted by the CRA.

29. PAYMENT TO SUBCONTRACTORS, SUPPLIERS AND SUB-SUBCONTRACTOR
Pursuant to the provision of F.S. 218.735(6), as may be amended, when a prime contractor receives payment from the CRA for labor, services or materials furnished by subcontractors or suppliers hired by the prime contractor, the prime contractor shall remit payment due to those subcontractors and suppliers within ten (10) days after the prime contractor’s receipt of payment.

When a subcontractor receives payment from a prime contractor or labor, services or materials furnished by sub-contractor and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those sub-subcontractors within seven (7) days after subcontractor’s receipt of payment from the prime contractor.

30. BID SECURITY AND PERFORMANCE BONDS
Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the Executive Director of the CRA to exceed $50,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or the equivalent in case, or otherwise supplied in a form satisfactory to the CRA. Nothing herein shall prevent the requirement of such bonds on construction contracts under $50,000 when then circumstances warrant in the opinion of the Executive Director of the CRA.
PROJECT DESCRIPTION/BACKGROUND

SOW

PROJECT DESCRIPTION/BACKGROUND:

The CRA is seeking a qualified licensed/certified contractor to provide the installation of flooring to the east side of the Marina Village Event Center roof top as seen in Exhibit “A”. Bid specifications are included in this document.

1. The successful bidder (hereinafter referred to as the Contractor) shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, hauling equipment, and other services necessary for the installation of flooring to the east side of the Marina Village Event Center roof top and all other elements as indicated on the associated plans and specifications.

2. The Contractor shall be responsible for ensuring that all construction and/or installation debris is hauled off site and properly disposed of per applicable laws and guidelines.

3. The Contractor shall provide a schedule for the required work and coordinate all required work with other occupancy and/or construction occurring on or in this area by others.

4. Safeguard of all equipment, tools, materials, etc., at the work site shall be the Contractor’s responsibility.

5. The Contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operations at the work site.

6. Contractor shall be responsible for the disconnection of all utility services required to perform installation work and said disconnection work shall be included in the Contractor’s cost if applicable.

7. The Contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor’s behalf.

8. The Contractor is responsible, as a part of the cost, for any and all special activities required for asbestos abatement (if applicable).

9. The Contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with City\CRA Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City\CRA projects.

The contract time for this solicitation shall be for 60 calendar days from issuance of the Notice to Proceed to Project Completion. Total Calendar Days shall be 60 days unless specifically indicated in the origination of the requisition.
BID OPENING DATE:

Sealed bids must be clearly marked “ITB 898-17-3 Event Center Roof Top Flooring Installation” and will be received until **11:00 A.M., July 11, 2017** at the Office of the City\CRA Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, Florida 33404. Bids will be opened publicly and read aloud in the Council Chambers on the specified date and time, or as soon thereafter as is practical. No bids will be accepted after the time and date specified. The bidder is required to examine carefully the Scope of Work and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under this bid, or affect the equipment, materials and labor required. Failure to do so will not be a basis for subsequent change orders.

INQUIRIES/QUESTIONS DEADLINE:

All inquiries shall be in written format and addressed to the City\CRA of Riviera Beach:

Purchasing Department  
2051 MLK Blvd. Suite 310  
Riviera Beach, FL 33404  
Fax: (561) 842-5105  
Email: pdaley@rivierabch.com

The last day to submit questions concerning this ITB shall be **07/05/2017** Questions received after this time will not be answered.

PROCUREMENT SCHEDULE

The CITY\CRA will use the following time line for the ITB. Dates are subject to change if necessary.

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SPECIAL CONDITIONS

The contractor shall be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

The contractor shall provide a schedule for the required work and coordinate all required work with other occupancy and/or construction occurring on or in this area by others.

Safeguard of all equipment, tools, materials, etc., at the work site shall be the contractor’s responsibility.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operations at the work site.

Contractor shall correct any and all damage caused by their operations to the City\CRA’s satisfaction at no additional cost to the City\CRA.

The contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the contractor’s behalf.

The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with CRA Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City\CRA projects.

The contract time for this solicitation shall be for **60 days** from issuance of the Notice to Proceed. As the project is anticipated to be constructed in phases, specific time constrains and durations shall be outlined in individual work orders, Purchase Order, or Notice to Proceed.
RESPONSIBILITIES OF THE CONTRACTOR

The responsibilities of the Contractor include, but shall not be limited to, the following:

The Contractor shall provide all labor management, supervision, materials, components and equipment.

The Contractor shall be responsible for securing all required permits including Application and Payment for City\CRA of Riviera Beach building permit. Cost of permit to be paid by contractor and should be reflected in overhead.

The Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage and related activities and equipment.

The Contractor shall provide competent workers and competent supervision.

The Contractor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense.

The Contractor shall take precautions necessary to protect person or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.

Reporting Dangerous Conditions/Situations: The Contractor shall report any encounter with dangerous conditions or unusual situations shall be reported to the Public Works Director (Brynt Johnson) at 561-845-4080.

Damages by CONTRACTOR: Any damage to buildings fences, structures, automobiles, windows, etc., as a result of the extraction/transport/disposal shall be repaired/replaced within two (2) weeks of date of damage by the Contractor, at no cost to the City\CRA. All incidents of damage by the Contractor and any discoveries of damage shall be reported to the City\CRA Contact Person immediately upon discovery.

Contractor shall provide a written work plan and timeline for the proposed job (Critical Path). The City\CRA may either (a) accept the work plan, timeline, or (b) elect to not have Contractor proceed with the project, or (c) the City\CRA may provide a revised work plan and timeline for the Contractor to evaluate. Contractor shall not proceed with any work until it obtains written authorization to proceed from the City\CRA.

If a project requires special equipment such as a lift or hoist, roll-off dumpster, Contractor shall include the price for the use of such equipment and related labor in its base bid.

If operations performed during the day are deemed by the Public Works Director or CRA Executive Director to be disruptive then operations shall cease and continue after 5:00 pm.

Contractor shall supervise all work performed under this Agreement. However, the City\CRA may inspect all work to determine that the quality is acceptable to the City\CRA and CRA.
1. AWARD CRITERIA
The award shall be to the responsive and responsible low bidder meeting the written specifications and the minimum qualifications of experience, competency, skill and financial capability.

2. FURTHER INFORMATION
Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact Pamela Daley, Senior Procurement Specialist at (561) 845-4180.

No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing.

Project work schedules shall be coordinated with the Project Manager before any work is started. Bidders requiring additional information as to the technical provisions or desiring to view the site shall contact the Purchasing Department.

3. INSURANCE REQUIREMENTS
The successful contractor entering a resulting contract with the CRA shall provide, pay for, and maintain in full force and effect at all times during the services to be performed insurance as set forth below:

<table>
<thead>
<tr>
<th>TYPE OF COVERAGE</th>
<th>Amount of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial general liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>(Products/completed operations</td>
<td></td>
</tr>
<tr>
<td>Contractual, insurance broad form property,</td>
<td></td>
</tr>
<tr>
<td>Independent contractor, personal injury</td>
<td>$3,000,000 annual aggregate</td>
</tr>
<tr>
<td>Excess liability</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Automobile (owned, non-owned, &amp; hired)</td>
<td>$1,000,000 single limits</td>
</tr>
<tr>
<td>Worker’s Compensation</td>
<td>$ statutory limits</td>
</tr>
<tr>
<td>Including employer’s liability insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

Except for Workers Compensation and Employers Liability, Certificates of Insurance shall clearly evidence that an endorsement was made to include the CRA, its agents, employees and elected officials as additional insured. Required insurance shall support Contractor’s agreement of indemnity set forth above and shall so state in said certificate. Further, said certificate of insurance shall unequivocally provide for a thirty (30) days written notice to the CRA prior to any adverse change and/or cancellation or non-renewal of coverage. Said liability insurance must be acceptable to and approved by the CRA as to form and types of coverage.

**Builder’s Risk.** Contractor shall purchase and maintain Builder’s Risk Insurance for all work to be prepared at the Site to the full insurable value thereof. This insurance shall include the interest of the CRA of Riviera Beach, in the specific materials, construction, labor and final built product, and shall insure against the perils of fire, hurricane, flood, wind-driven rain and extended coverage and shall include “all risk” insurance for physical loss or damage including, without duplication of coverage, wind, theft, vandalism and malicious mischief. If not covered under the “all risk” insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the work stored offsite or in transit when such portions of the work are to be included in an application for payment. The Contractor shall be responsible for policy deductibles.
4. INDEMNIFICATION
CONTRACTOR shall indemnify and save harmless and defend the CRA, its agents, servants, officers and employees from and against any and all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney’s fees, to the extent caused by the negligence, recklessness, omission or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the CRA, its agents, servants, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CRA, its agents, servants, officers, or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the CRA to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CRA’s option, any and all claims of liability and all suits and actions of every name and description covered by Section 6.1 above which may be brought against the CRA whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

5. PAYMENT/PERFORMANCE BOND
The successful bidder will be required to secure a payment and performance bond in the amount equal to 100% of the contract amount. For any bid in excess of $100,000.00.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes section 255.01 Et. Seq., covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an “A-“ rating or better in management and a “10“ rating or better in strength as rated by Best’s Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey, 08858

6. PERMITS AND FEES
The CONTRACTOR shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in price bid except where noted in the specifications and requirements. The City\CRA of Riviera Beach Building Permit may be estimated at 3% of the construction cost. Permit fees shall be paid as a direct reimbursable expense and shall have no markup from the contractor.

7. SUBCONTRACTING
After award and prior to start of work the CONTRACTOR shall submit a listing of all subcontractors, if any, and the portion of the contract they will perform. If subcontractors are stated, this does not relieve the CONTRACTOR from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract. No job can be subcontracted without prior approval from the Purchasing Director or Purchasing Desigee.
8. CODE REQUIREMENTS
The CONTRACTOR and his subcontractors on this project must be familiar with all applicable Federal, State, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. CONTRACTOR shall ask for and receive any required inspections.

9. CONDUCT OF EMPLOYEES
All employees of the CONTRACTOR shall conduct themselves in a courteous and professional manner at all times. Abusive language or gestures shall not be tolerated and could be cause for removal from contract. Caution shall be exercised to assure that their operations do not cause any safety hazards to the general public. Whenever questions, complaints, etc., are directed to an employee of the CONTRACTOR by the public, they are to acknowledge, record, and pass on to the CRA's Contact Person if unable to reply.

10. SUPERVISION AND INSPECTIONS
The CONTRACTOR shall have a competent and designated person in charge and outside for each crew at all times. The CRA shall inspect work at its discretion. If work is not performed to specifications outlined in this contract, the CONTRACTOR will have 72 hours to correct the deficiency, weather permitting. If deficiency is not corrected, liquidated damages will be accessed.

The CRA reserves the right to withhold payments for any work which is not considered to be within the scope of the specifications of the contract. Continued failure to meet terms of the contract will result in the termination of contract.

11. INVOICING
Contractor shall present an invoice to the CRA upon completion of each work request. Said invoice shall be completely itemized and include the CRA Purchase Order Number and the CONTRACTOR Invoice Number.

12. CONE OF SILENCE
No entity filing a response to this BID shall through their principal, attorneys, or agents, contact the CRA Council for the purposes of discussing any aspect of this BID for any possible decision on the BID; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the CRA Council. Any action in violation of this provision shall be cause for disqualification of BID.

13. NON-COLLUSION STATEMENT
By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the CRA Procurement Code.
14. PUBLIC SAFETY AND CONVENIENCE
The Contractor shall at all times conduct his work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

Except as may be approved by the Public Works Director (Brynt Johnson) following rules apply. No more than one-half of the road or street shall be closed and traffic shall be controlled to provide minimum hindrance and inconvenience. No road or street shall be closed to the public. There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

The CRA franchises roll off containers/dumpsters. If Contractor should have to use a roll off container/dumpster, the Public Works Department will provide the name of the franchisee upon request.

The Public Works Director (Brynt Johnson) may be reached at (561) 845-4080.

15. EQUIPMENT AND PERSONNEL
Any and all defective equipment shall be promptly removed from the site. Personnel employed directly, or indirectly, by the Contractor who is incompetent, inept or unfit to perform the work shall be promptly removed from work covered under the contract. Failure of the Contractor to remove defective equipment or personnel who are incompetent, inept or unfit may result in the termination of the contract.

16. CONTRACT
The CRA shall issue a purchase order incorporating this Invitation to Bid and the Bid documents submitted by the bidder with whom to contract. Such purchase order together with the CRA standard contract for construction services shall constitute the contract.

The contractor shall not assign, transfer or subcontract this contract either in whole, or in part, without prior written approval of the Executive Director of the CRA or CRA Designee.

Contractor shall not transfer or subcontract any work either in whole or in part, without prior written approval of the Executive Director of the CRA or CRA Designee.

The contract will be subject to immediate cancellation if services do not comply with the specifications or the terms and conditions as stated herein.

Contractor shall possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement.

Note: Contractors are required to obtain and maintain active service for the following equipment: fax machine, pager, or cellular phone (see equipment requirements).
17. CONTRACT PERIOD
The contractor shall complete all work necessary for substantial completion if ready for its intended use within sixty (60) calendar days with final completion and resolution of all punch list items within thirty (30) calendar days following substantial completion.

18. CONTRACT AMOUNT
Prices quoted in the bid will be considered firm for each type work to be performed.

19. DEDUCTION FOR NOT COMPLETING ON TIME
If the contract work is not fully completed, the contractor shall pay the CRA, not as a penalty, but as liquidated damages, a sum equal to Five Hundred Dollars ($500) for each day between scheduled substantial completion and the actual substantial completion, as well as Two Hundred Fifty Dollars ($250) for each day elapsing in excess of the thirty (30) days between substantial and final completion.

20. SUBSTANTIAL COMPLETION
Substantial completion means in this application that the project is ready for its intended use.

21. FINAL COMPLETION
Final completion means that the project is complete.

22. PROTECTION OF PROPERTY
The Contractor shall at all-time guard against damage or loss to the property of the CRA of Riviera Beach or other owners and shall be held responsible for replacing or repairing any such loss or damage. The CRA of Riviera Beach may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

The responsibility for all harm or damage to person or property arising out of, or on account of, work done under this Contract shall rest upon the Contractor and the Contractor shall save the CRA harmless from all claims made on account of such damage.

23. UNANTICIPATED FIELD CONDITIONS, CHANGE ORDERS AND CLAIMS FOR DELAY
Any field conditions that are materially different than those provide in the bid document which may have implications for potential delays or require additional equipment and other related costs must be reported within twenty four (24) hours to the Project Engineer. Any related delay claims or change orders must be approved by the Project Engineer prior to the execution of work.

24. INSPECTION/ACCEPTANCE OF WORK
Acceptance of work performed will be made by the CRA once the CRA personnel has inspected the work and determined that the job was completed consistent with the work request and to the satisfaction of this document and fully complies with the specifications herein.

25. PAYMENT
Payment will be made by the CRA after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must state the purchase order number.
Contractor shall present an invoice to the CRA upon completion of each work request. Invoices shall be itemized consistent with the work request and shall show property location/address, work request number, date completed and charges.

Payment for services shall be made only for work performed and requested of the Contractor and accepted by the CRA.

26. PAYMENT TO SUBCONTRACTORS, SUPPLIERS AND SUB-SUBCONTRACTOR

Pursuant to the provision of F.S. 218.735(6), as may be amended, when a prime contractor receives payment from the CRA for labor, services or materials furnished by subcontractors or suppliers hired by the prime contractor, the prime contractor shall remit payment due to those subcontractors and suppliers within ten (10) days after the prime contractor’s receipt of payment.

When a subcontractor receives payment from a prime contractor or labor, services or materials furnished by sub-contractor and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those sub-subcontractors within seven (7) days after subcontractor’s receipt of payment from the prime contractor.

27. SMALL BUSINESS ENTERPRISE (SBE)

The CRA has a requirement for Small Business Enterprises (SBE) participation of fifteen percent (15%) for CRA procurement of construction, professional services.

The CRA defines Small Business Enterprises as such, a business which has been certified by the State of Florida, Palm Beach County Office of Small Business Assistance or other County or State governmental agencies and is independently owned and operated for profit business concern organized to engage in commercial transactions.

When evaluating competitive bids of up to five hundred thousand dollars ($500,000) in which the apparent low bidder is determined to be nonresponsive to SBE requirements, the contract shall be awarded to the low bidder responsive to SBE requirements, or in the event there are no bidders responsive to the SBE requirements, to the bidder with the greatest SBE participation in excess of eight percent (8%) participation, as long as the bid does not exceed the low bid amount by five percent (5%).

In cases where the low bid exceeds five hundred thousand dollars ($500,000) the contract shall be awarded to the low bidder responsive to the SBE requirements or in the event there are no bidders responsive to the SBE requirements, to the bidder with the greatest SBE participation in excess of eight percent (8%) participation, provided that such bid does not exceed the low bid otherwise responsive to the bid requirements by more than fifty thousand dollars ($50,000).

28. LOCAL VENDOR PREFERENCES AND INCENTIVES

In the event the lowest responsive, responsible bidder for this contract for construction is a non-local business, then all bids from responsive, responsible local business to the this bid shall be adjusted by five percent (5%). The bid price of local bidders will be adjusted downward by five percent (5%) only for purposes of evaluating and ranking of bidders, not to exceed $50,000. In no event, shall the application of this adjustment to a responsive bid change the actual bid amount.

Further, in no event will it cause the CRA to pay more than $50,000 above the amount bid by the non-local vendor which will be recommended for award if the local vendor preference is not applied.

29. INCENTIVE FOR CONTRACTORS WHO SUB-CONTRACT AT LEAST 25% OF CONTRACT WITH LOCAL BUSINESSES

If no Riviera Beach Company bids on a contract or responds to a proposal, a 5% preference shall be given to non-local businesses which submit bids/proposals that utilize local Riviera Beach businesses for at least 25% of the contract award amount. Preference shall be calculated and limited the same as the “Local Vendor Preference”. 
The CRA qualifies a local business as a bidder, proposer or sub-contractor who has a permanent, physical place of business within the CRA limits, and a valid business tax receipt applicable to the required goods, services, or construction items being procured.

Local business must have been established at least one (1) year prior to issuance of the bid and registration reflected with The Florida Department of Business and Professional Regulations and Florida Department of State shall be used to establish bidder/proposer’s satisfaction of this requirement.

30. BID PROTEST MINIMUM REQUIREMENTS, COST AND FILING FEES

a. Written Protest. The written protest submitted to the Executive Director of the CRA must be accompanied by a filing fee in the form of a money order or cashier’s check in the amount equal to $500.00 or 2% of the value of the Bid/Proposal, whichever is greater up to a maximum of $2,500.

b. Appeal to the CRA Board of Commissioners. The written request for an appeal to the CRA Council must be accompanied by a filing fee in the form of a money order or cashier’s check in the amount equal to $500.00, or 2%, whichever is greater, up to a maximum of $2,500.

c. Refund of Filing Fees. All costs resulting from a protest shall be borne by the Protestor. If a protest is upheld by either the Purchasing Director or CRA Executive Director, as applicable, the filing fee shall be refunded to the Protestor less costs incurred by the CRA. If the protest is denied the filing fee shall be forfeited to the CRA in lieu of payment of costs incurred by the CRA.

31. OFFICE OF THE INSPECTOR GENERAL CONTRACT LANGUAGE

N/A

32. PUBLIC RECORDS

The Independent Contractor shall comply with Florida’s Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

a. Keep and maintain all public records that ordinarily and necessarily would be required by the CRA to keep and maintain in order to perform the services under this Agreement.

b. Provide the public with access to said public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining said public records and transfer, at no cost, to the City\CRA all said public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City\CRA in a format that is compatible with the information technology systems of the City\CRA.
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
ITB NO. 898-17-3
Event Center Rooftop Flooring Installation

SCOPE OF SERVICE ACKNOWLEDGMENT

Name of Firm: _____________________________________________________________

Principal Contact: _________________________________________________________

Address: __________________________________________________________________

Telephone: __________________________________________________________________

Email: _____________________________________________________________________

Website: ___________________________________________________________________

Overall Cost Total (from page 29): ___________________________________________

The CRA Requires The Contractor To Provide The Following. Please circle the correct response that applies to the question.

1. The length of time the Bidder has been performing this type of work.

<table>
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<td></td>
<td>6 months to 1 year</td>
<td>1-3 years</td>
<td>3-5 years</td>
<td>5-10 years</td>
<td>10 years or more</td>
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2. Bidder's visual example list of similar and larger projects. Provide a minimum of 3 samples. (Yes – for meets requirement) (No-- for does not meet requirement)

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<td>Similar or Larger</td>
<td>Similar or Larger</td>
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<td>Similar or Larger</td>
<td>Similar or Larger</td>
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3. Bidder's geographical location.

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<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>North Florida\Out of State</td>
<td>South Florida</td>
<td>Tri County Area</td>
<td>Palm Beach County</td>
<td>Riviera Beach, FL</td>
</tr>
</tbody>
</table>


The CRA Requires The Contractor To Provide The Following. Please provide initials after each section as affirmation of compliance

**MATERIALS**
All materials associated with the installation of the pedestal roofing systems which is detailed in exhibit B. Contractors should provide 10% added stock for future maintenance, this should be accounted for in final tabulation. Two sets of maintenance tools should also be provided, this cost should also be added to final tabulation.
Initials_________

**ONSITE TRAINING**
At the conclusion of the installation, the awarded entity must demonstrate the ability and willingness to provide onsite training to staff for maintenance and minor repair and replacement of broken tile and other materials associated.
Initials_________

**WORK HISTORY**
Qualified bidders should provide visual examples of completed *(Pedestal System flooring)* work along with professional references to affirm this fact. Qualified bidders must also provide proof of manufacturer certification for pedestal system installation.
Initials_________

**PERMITTING**
The CONTRACTOR shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in price bid except where noted in the specifications and requirements. The City\CRA of Riviera Beach Building Permit may be estimated at 3% of the construction cost. Permit fees shall be paid as a direct reimbursable expense and shall have no markup from the contractor. All cost associated should be captured in final tally.
Initials_________

**WARRANTY**
The successful bidder shall furnish factory warranty on all equipment furnished hereunder against defect in materials and /or warranty shall become effective on the date of delivery and acceptance by the CRA. Should any defects in materials or workmanship, except ordinary wear and tear appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the CRA. **Warranties shall be indicated on the bid sheet or enclosed herewith.**
The awarded bidder should insure that materials used and the process of installation does not affect the integrity of the existing warranty on the existing pedestal system already in place. The warranty offered at completion of the installation should be compatible with existing warranty as seen in exhibit C.
Initials_________

**PRE BID MEETING**
All prospective bidders must attend the Pre-Bid meeting prior to the closing of the acceptance period. During the pre-bid meeting material quantity should be verified and assurance of existing roof membrane being compatible with proposed pedestal system should be completed.
Initials_________
REQUIRED FORMS

IN ADDITION TO THE INVITATION TO BID COVER PAGE, THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR BID.

1) BIDDER’S CERTIFICATION
2) LICENSES & CERTIFICATIONS
3) COMPANY BROCHURE & QUALIFICATION
4) INSURANCE CERTIFICATION
5) ADDENDUM PAGE
6) REFERENCES
7) DRUG FREE WORKPLACE
8) PUBLIC ENTITY CRIMES STATEMENT
9) SCHEDULE 1 – PARTICIPATION FOR SMALL BUSINESS ENTERPRISES
10) SCHEDULE 2 – LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS SUB-CONTRACTORS
11) SCHEDULE 3 – LOCAL BUSINESS PARTICIPATION
12) SCHEDULE 4 – LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS
13) BID COST PROPOSAL SHEET
14) BID BOND

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THE INSTRUCTION SHEET ON THE PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.

IT IS THE BIDDER’S RESPONSIBILITY TO CONTACT THE PURCHASING DEPARTMENT PRIOR TO SUBMITTING A BID TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH THIS BID.
BIDDER’S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the CRA adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the CRA or of any other bidder interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

____________________________
NAME OF BUSINESS

E-MAIL ADDRESS

____________________________
BY:

____________________________
SIGNATURE

Sworn to and subscribed before me this ______ day of _____, 20__.

____________________________
PRINTED NAME AND TITLE

____________________________
MAILING ADDRESS

____________________________
SIGNATURE OF NOTARY

____________________________
MY COMMISSION EXPIRES:

____________________________
CITY/CRA, STATE, ZIP CODE

____________________________
PERSONALLYKnown

____________________________
OR produced

____________________________
TELEPHONE NUMBER

____________________________
IDENTIFICATION

____________________________
FAX NUMBER

____________________________
TYPE: _____________________
ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

<table>
<thead>
<tr>
<th>Addendum No.</th>
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FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

_______________________________________  
COMPANY

_______________________________________  
SIGNATURE

_______________________________________  
TITLE
REFERENCES

Proposer shall submit as a part of the proposal package four (4) business references with the name of the business, address, contact person, and telephone number.

Contractors should submit a copy of their professional license.

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<tr>
<td>Fax No: ________________________________</td>
<td>Fax No: ________________________________</td>
</tr>
<tr>
<td>Email: ________________________________</td>
<td>Email: ________________________________</td>
</tr>
<tr>
<td>Contact: ______________________________</td>
<td>Contact: ______________________________</td>
</tr>
</tbody>
</table>
DRUG FREE WORKPLACE

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

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

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

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 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 form complies fully with the above requirements.

THIS CERTIFICATION is submitted by ______________________________ the
(INDIVIDUAL'S NAME)

Of ____________________________ (NAME OF COMPANY/VENDOR)

___________________________ _____________________
SIGNATURE DATE

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [10,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

___________________
Firm Name

___________________
Signature

___________________
Name & Title (Print or Type)
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we
_______________________________
As Principal, hereinafter called the Principal,
and ________________________________
A corporation duly organized under the laws of the State of Florida as Surety, hereinafter called
the Surety, are held and firmly bound unto the CRA, 2001 Broadway Suite 300, Riviera Beach,
FL 33404

As oblige, hereinafter called the oblige, in the sum of ________________________________
for the payment of which sum well and truly to be made, the said Principal and the said Surety,
bind ourselves, our heirs, executor}s, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the said Principal has submitted a bid for

_________________________________________________ (project)

NOW, THEREFORE, if the Oblige shall accept the bid of the principal and the Principal shall
enter into a Contract with Oblige in accordance with the terms of such bid, and give such bond or
bonds as may be specified in the bidding or Contract Documents with good and sufficient surety
for the faithful performance of such Contract and for the prompt payment of labor and material
furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such
Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to
exceed the penalty hereof between the amount specified in said bid and such larger amount for
which the Oblige may in good faith contract with another party to perform the Work covered by
said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this ______ day of __________________, 2017.

Witnesses:

______________________________
Principal
(seal)

By: ________________________________
(Title)

For: ________________________________
(Surety) (Seal)

By: ________________________________

Riviera Beach CRA Purchasing Department  Page  29  Bid # 898-17-3
# BID COST SHEET

<table>
<thead>
<tr>
<th>CRA ROOFTOP</th>
<th>MATERIAL COST PER SQ FT</th>
<th>DAYS TO COMPLETE JOB</th>
<th>INSTALLATION COST PER SQ FT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL SF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIST ALL ADDITIONAL COST</th>
<th>MATERIAL COST PER SQ FT.</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>10% Extra Material</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OVERALL TOTAL</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
High wind and special site conditions require an outstanding paver system. Severe site conditions have often ruled out the use of pavers on pedestals for beneath the surface water drainage. Hanover® has developed the Guardian® Paver System especially for the most severe conditions, which require an elevated roof paver pedestal system. This system will provide a monolithic paver surface which provides high wind uplift resistance. Guardian® (U.S. Patent #6,604,330 and Foreign Patents pending) is made up of a unique 3 piece pedestal and a shaped paver that, together, will “lock down” and unitize the entire roof paver surface.

The Guardian® System consists of the highest quality paver and a three-piece pedestal designed to prevent horizontal and vertical movement of the roof paver. The Guardian® Pedestal has a square top that allows its bolt to pass through to a base beneath, fitting into a recessed grooved portion of the Guardian® Paver.

The Guardian® Paver is also specifically shaped to solidly secure itself into the pedestal base. When tightening the screw in the top plate of the Guardian® System, only secure to a snug...

Hanover's Guardian® System is specially designed for high wind uplift resistance.
In order to create the monolithic system, the Guardian® is combined with a specially designed Hanover® roof paver. The Prest® Paver used for the system is sized at 23 1/2" x 23 1/2" with a 2" or 3" thickness. Available in a variety of colors and textures, the Guardian® Paver meets or exceeds all ASTM requirements for concrete unit paving. The Guardian® Pedestal System maintains a 1/8" joint for the roof paver system.

The standard color for the assembly is black which can be used for the most extreme UV conditions. As shown below, the Guardian® top plate, pedestal and bolt are also available in all of Hanover's standard Prest®

Paver colors, as well as Glacier White. (For paver colors please refer to pages 10 and 11.) These colors will blend with or contrast the paver installation. The Guardian® System can be special ordered in other colors when quantities permit.

The Guardian® Paver System is available in all of Hanover's Standard Prest® Paver colors.
Solar Reflectance

When reflectivity properties are important (LEED installations), Glacier White, shown right, has the highest values. For maximum reflectance values, the Glacier White Guardian® System should be used with Glacier White pavers. See pages 6 - 7 for more information on green roofs.

Glacier White

**Features**
- Top Plate: 6” Square
- Bolt: 3/4” Diameter length varies with thickness of paver
- Base: 7 1/2” Diameter 5/8” Height

**Packaging**
- Top Plate, Bolt and Base: 25 Pcs/Box

**Colors**
- Black
- Quarry Red
- Natural
- Tan
- Cream
- Limestone Gray

U.S. Patent #6,804,382
Foreign Patents Pending

O&M: GraniteLife® Riverside, PO Box 201, Middleville, MI 49333
Owner: Robert S. Siegel, Mayor of Allegan, Michigan
Developer: John M. Fastoso, Allegan, Michigan
Power Supply: Cloud, Clean, Virtual Fresh Tower
## 1.0 Hanover® Roof and Plaza Pavers | Sizes and Colors

### Sizes, Thicknesses and Weights

<table>
<thead>
<tr>
<th>Metric Size</th>
<th>Actual Size</th>
<th>Architectural Paver Thickness: 2” or 51 mm Weight: 26 lbs/ft²</th>
<th>Lightweight Ballast Paver: 15 lbs/ft²</th>
</tr>
</thead>
<tbody>
<tr>
<td>301mm x 301mm</td>
<td>11 7/8” x 11 7/8”</td>
<td>299mm x 299mm x 32mm 11 3/4” x 23 1/8” x 1 1/4”</td>
<td>897mm x 897mm x 32mm 23 1/4” x 23 1/4” x 1 1/4”</td>
</tr>
<tr>
<td>303mm x 303mm</td>
<td>11 15/16” x 11 15/16”</td>
<td>378mm x 378mm x 32mm 14 7/8” x 14 7/8”</td>
<td>977mm x 977mm x 32mm 23 1/2” x 23 1/2” x 2 1/4”</td>
</tr>
<tr>
<td>309mm x 309mm</td>
<td>11 3/4” x 23 1/2”</td>
<td>447mm x 447mm x 32mm 17 5/8” x 17 5/8”</td>
<td>Special Size Paver: 32 lbs/ft²</td>
</tr>
<tr>
<td>297mm x 297mm</td>
<td>11 1/4” x 17 5/8”</td>
<td>447mm x 447mm x 32mm 17 5/8” x 17 5/8”</td>
<td>Roof Ballast Application: 2 1/4” thickness</td>
</tr>
<tr>
<td>299mm x 299mm</td>
<td>11 3/4” x 23 1/2”</td>
<td>447mm x 447mm x 32mm 17 5/8” x 17 5/8”</td>
<td>908mm x 908mm x 32mm 35 1/4” x 35 1/4” x 2 1/4”</td>
</tr>
<tr>
<td>447mm x 447mm</td>
<td>17 5/8” x 23 1/2”</td>
<td>447mm x 447mm x 32mm 17 5/8” x 17 5/8”</td>
<td>Roof Ballast Application: 2 1/4” thickness</td>
</tr>
<tr>
<td>447mm x 899mm</td>
<td>17 5/8” x 35 1/2”</td>
<td>447mm x 447mm x 32mm 17 5/8” x 17 5/8”</td>
<td>908mm x 908mm x 32mm 35 1/4” x 35 1/4” x 2 1/2”</td>
</tr>
<tr>
<td>597mm x 597mm</td>
<td>23 1/2” x 23 1/2”</td>
<td>447mm x 447mm x 32mm 17 5/8” x 17 5/8”</td>
<td>Architectural Finish Tudor Finish</td>
</tr>
<tr>
<td>609mm x 609mm</td>
<td>23 7/8” x 23 7/8”</td>
<td>597mm x 597mm x 32mm 23 1/2” x 23 1/2”</td>
<td>Standard colors and custom colors are available on special order.</td>
</tr>
<tr>
<td>597mm x 747mm</td>
<td>23 1/2” x 29 1/2”</td>
<td>597mm x 597mm x 32mm 23 1/2” x 23 1/2”</td>
<td>Relative Strengths at 2” thickness</td>
</tr>
<tr>
<td>597mm x 897mm</td>
<td>23 1/2” x 35 1/2”</td>
<td>597mm x 597mm x 32mm 23 1/2” x 23 1/2”</td>
<td>Compressive: 8,500 psi</td>
</tr>
<tr>
<td>756mm x 756mm</td>
<td>29 3/4” x 29 3/4”</td>
<td>597mm x 597mm x 32mm 23 1/2” x 23 1/2”</td>
<td>Absorption: less than 5%</td>
</tr>
<tr>
<td>Standard Walkway/Ballast Paver Thickness: 1 3/8”</td>
<td>23 lbs/ft²</td>
<td>Natural: 1,100 psi</td>
<td></td>
</tr>
</tbody>
</table>

## Hanover® Roof and Plaza Pavers | Standard Colors with Tudor® Finish

Hanover's eight standard colors are shown below. Additional custom blending is available on special order when quantities permit. Please refer to the chart above for sizes, thicknesses and weights.

![Hanover Roof and Plaza Pavers Colors](image-url)
The blends shown below were developed by Hanover's efforts to respond to particular project requirements. Additional custom blending is available on special order when quantities permit. Hanover’s Tudor® finish is a specialized texture designed to reveal the aggregates naturally. It gives the surface a granite-like appearance which adds slip resistant qualities to the paver.

Colors shown are custom colors. Please contact a Hanover® Sales Representative for pricing.

* Colors are available with a Heavy Tudor®, Ground or Ground/Tudor® finish only.

Please Note: Additional custom blending is available on special order when quantities permit. The color photos shown in this catalog were prepared with great concern for accuracy. However, it is suggested that actual samples be requested before specifying. Due to the natural variance of the raw materials used, pavers can be expected to differ slightly from sample to actual product. It is recommended that the pavers be cleaned after the installation is finished. Please contact our representatives for product suggestions.
1.2 Hanover® Pedestal Systems

Effectively draining water from a roof or plaza is a critical issue for every building. By using an elevated paver system, water is channeled away from the roof surface, reclaiming lost space. Hanover® has developed several pedestal systems to achieve level plaza deck surfaces — even those with unusual slope-to-drain configurations. Hanover® Pedestal Systems are created to work together to accommodate a variety of roof slopes.

- High-Tab® Pedestal
- Flexible Leveling Shims
- EPDM Pedestals and Shims
- Elevator® Pedestal System
- Compensator® Leveling System

When leveling shims are needed, Hanover’s High-Tab® Pedestal provides a spacer tab with increased height. Greatly improving installations. With other pedestals, when one or more shims are used on top of pedestals, the height of the spacer tab is lessered, allowing pavers to shift from position or alignment. The added spacer tab height of Hanover’s High-Tab® will secure each paver in its proper location.

The High-Tab® Pedestal can also be stacked without losing the performance of the higher spacer tab. High-Tab® have been designed to be turned and engaged — one into the other — in such a way that the integrity of the added height is still available from the top pedestal.

- Creates a more solid feel
- Increased spacer tab height
- Prevents paver misalignment
- Can be used with other Hanover® Pedestal Systems

The illustration above shows a cross section of a roof deck installation. It is important to note the use of an insulation board with a minimum of 6" EPS and also a protection layer placed between the insulation and the pedestals.
Hanover® Pedestal Systems | Flexible Leveling Shims

Final leveling adjustments can be made with Hanover's flexible Leveling Shims. These shims are rubber-like, preventing paver movement and providing a more solid feel. They will not slide as they eliminate "rigid on rigid" placement. Thicknesses are available in 1/8" (white) or 1/16" (black). Leveling Shims may be separated into halves or quarters for individual paver adjustments. They can be used with Hanover's High-Tab® Pedestal and Hanover's Elevator® Pedestal System.

- Available in two thicknesses
- Color coded for easy identification
- Flexible, rubber-like material
- Eliminates paver movement
- Gives installation a more solid feel

Hanover® Pedestal Systems | EPDM Pedestal and Leveling Shims

Hanover's EPDM Rubber Pedestal is a flexible paver support pedestal, allowing the pavers to follow the contour of the roof. The EPDM Pedestal is suitable for both architectural and Ballast applications where water drainage is required. When used in ballast applications, roof membranes are protected from the pavers. This 3/8" fixed height pedestal incorporates 1/8" spacer tabs and leveling shims to make installation easy. The EPDM rubber provides sound deadening qualities, is resistant to the ozone and severe weather conditions and creates a soft feel for walking. This pedestal is not stackable and must be considered only for low elevation support requirements.

Final adjustments can be made with Hanover's EPDM Leveling Shims. These shims prevent paver movement and provide a more solid feel. Thicknesses are available in 1/8" or 1/16".
1.4 Hanover® Pedestal Systems

Hanover® is pleased to provide an elevated pedestal system for those projects which require paver heights above 2' and up to 24'. Hanover’s Elevator® System has features included that greatly add to the performance, ease and stability of the installation.

Unlike any other pedestal, the top plate is supplied with pads that are an integral part of the top. These pads will quiet and secure the power to the pedestal. Rigid-to-rigid (pedestal-to-power) hard surfaces can create noise and paver movement when pedestrians walk across. The pads will help eliminate both conditions. Integral spacers tabs set uniform 1/8” space between pavers and aid with alignment. The Top Plate also provides over 42 square inches of bearing area.

As part of the Elevator® Pedestal System, Hanover® provides a Coupler to increase paver height by 2 1/2" - 4". Hanover’s Coupler includes a circular flange with multiple holes, or eyelets, for ease of the bracing. The ring of eyelets around the entire coupler, as well as the holes in the base, enables the installer to securely fasten wires quickly and easily when bracing is required.

Please Note: Heights shown are pedestal heights only. For final paver installation height, add the thickness of the paver to the pedestal height.

Levelling shims can be added for final leveling adjustments.
Bracing is required for elevations above 16” and up to 24”. Hanover® offers the NEW StayBar® which fits firmly between Elevator® bases to prevent movement of the assembly. StayBar® provides adequate stabilization for higher elevated power installations when used in conjunction with wire cross ties. Bracing should be achieved using a stainless steel 18 gauge wire, available through the MSC Catalog, part #31980188. Request installation guidelines for horizontal and cross bracing.

The Elevator® can be used with other Hanover® Pedestal Systems. In order to accommodate required elevations in the most efficient manner, Hanover’s Pedestal Systems can be used in various combinations. The chart below demonstrates possible height solutions utilizing the High-Top® Pedestal from 5/8” to 2” and Elevator® System from 2” to 24”.

Hanover® Elevator Pedestal System Heights

Please note: It is critical that top units and Couplers have a minimum insertion of three threads of the unit to completely secure the pedestal and ensure stability. Additional couplers can be added for elevations up to 24”. Bracing is recommended for taller elevations of 16” to 24”.

Heights shown are pedestal heights only. For final power installation height add the thickness of the power to the pedestal height.

- The use of additional couplers will attain heights up to 24’. Heights of 16” to 24” require special bracing installation details.

Hanover’s Elevator Pedestal System meets:
- LA City Building Code for Seismic Stability (ASTM D 1999 and D456 for gravelly soils materials)

Caution: It is critical that top units and Couplers have a minimum thread of three threads of the unit to completely secure the pedestal and ensure stability. Additional couplers can be added for elevations up to 24”. Bracing is recommended for taller elevations of 16” to 24” maximum.

StayBars are required for applications 16” and above. The ratio of StayBars to elevations is approximately 3 StayBars to every Elevator. Quantities of StayBars may be more or less depending on the project. Make sure you have enough StayBars to secure all connections.

All specific configurations of core height should be reviewed with a Hanover® Sales Representative.
Designers and installers of roof and deck applications are concerned with how to level the surface when installing pavers on a sloped installation. Recognizing this difficulty, Hanover® has developed the Compensator® Paver Leveling System. It permits fast and easy installation and precise alignment of raised pavers.

The Compensator® is a specially designed tapered circular base made of high density plastic making them impervious to water. This patented unit will 'compensate' for the roof slope and when used with Hanover's Paver Support Pedestals will allow the installer to easily achieve a level surface for paver installations. Their unique twist-to-adjust design allows for easy adjustment.

Above and with Rhett, Jacksonville, FL; photo, Jacksonville, FL;rchitect, Robert A. M. Stern Architects, LLP; New York, NY; size & color 23 1/4" x 23 1/4" x 2"; color, H42166, Finish: Interior.

Compensator®

Structure
The system is designed so that a variety of roof slopes can be accommodated. A roof slope of 1/6" will be leveled by using one Compensator®. By using two or more and aligning the units in the correct manner, roof slopes from 5/30" to 1/2" can also be leveled.
EXHIBIT C

WATERPROOFING SYSTEM GUARANTEE

SPILAST, INC. (SPILAST) maintains its reputation by maintaining a high-quality control, production, and distribution of its products. The Waterproofing System (hereinafter referred to as the "System") is designed to provide a high degree of resistance to water penetration from water sources such as rain, snow, and wind-driven water. The System is intended for use in the construction of a building to be water-resistant and impermeable.

A. EXCLUDED FROM COVERAGE

The System is not intended to be used in areas exposed to direct sunlight or to withstand extreme temperatures. The System is also not intended for use in areas subject to excessive foot traffic or heavy mechanical loads.

B. GUARANTEED PERFORMANCE

The System is guaranteed to perform in accordance with the specifications set forth in this Guarantee. The System is designed to provide protection against water penetration for a period of twenty (20) years from the date of installation or for the life of the building, whichever is less.

C. NOTICE OF CLAIM

Any claim under this Guarantee must be made in writing within ninety (90) days of the occurrence of the failure or defect.

D. NOTICE OF CHANGES

This Guarantee is subject to changes and modifications as deemed necessary by SPILAST. Any such changes will be made in writing and will be effective upon receipt by the Owner.

Signed:

James M. Walshburg
President

SPILAST, INC.
1301 Rockefeller Blvd., Long Beach, CA 90803
441-391-2000 www.spilast.com
HANOVER PLAZA DECK PAVER WARRANTY

WHEREAS, SIPLAST, INC., Highway 67 South, Arkadelphia, Arkansas has sold Hanover Pavers and Paver Accessories which have been used in applying a Plaza Deck Paver System to a building, owner and described as follows:

OWNER: SAMPLE
ADDRESS OF OWNER:
JOB NAME & AREA: SAMPLE
ADDRESS OF BUILDING:

PAVER SYSTEM: DECK:
AREA:
CONTRACTOR:
DELIVERY DATE:

USE OF BUILDING:

if the Hanover pavers supplied by SIPLAST are proven to be defective in material during a period of ten (10) years from the date of the first delivery thereof, the same shall be repaired or replaced by SIPLAST. For purposes of this warranty, “defects” or “defective” shall refer only to any (a) paver(s) caused by freeze-thaw, cracking, or deterioration, where such cracking or deterioration results from a loss in dry weight greater than 1/12% or by testing and evaluation, renders the paver(s) unsuitable for its intended use.

Remedies: In the event that within ten (10) years of the date of its delivery, and at any time thereafter, the paver(s) exhibit defects, SIPLAST shall, at its own cost and expense, either repair or replace any and all defective pavers. As stated herein, the terms “repaired” or “replacement” shall mean providing replacement paver(s) only. C.O.D. Hanover, PA. Coverage shall not include any labor or installation in respect of such replacement. This remedy of repair or replacement shall be the sole and exclusive remedy of any Claimant in the event of breach of this Warranty by SIPLAST. Without limiting the generality of the foregoing, SIPLAST shall have no liability for consequential, incidental, special, or punitive damages such as, but not limited to, loss of profits or revenue, injury to person or property, loss of use of machinery or equipment, cost of capital, or substitute machinery or equipment which arise from the use of defective paver(s) in the paver(s). In no event shall the total liability of all claims submitted hereunder exceed the total purchase price paid to SIPLAST for the pavers. For purposes of determining the possibility of damage limitation, the cost to SIPLAST of repair or replacement shall be the cost actually incurred by SIPLAST in the time SIPLAST performs its obligation to repair or replace. In the event that more than five (5) years has passed since the original delivery of the pavers, the pavers shall be subject to defects SIPLAST shall not be liable or responsible for the defective pavers subject to the terms and limitations described above; but the Claimant shall reimburse SIPLAST the percentage of the cost of such replacement set forth below:

Date of Claim          Customer Percentage
More than 10 years, but less than 15 10%
More than 10 years, but less than 10 30%
More than 9 years, but less than 8 30%
More than 8 years, but less than 7 30%
More than 7 years, but less than 6 30%
More than 6 years, but less than 5 30%
More than 5 years, but less than 4 30%
More than 4 years, but less than 3 30%
More than 3 years, but less than 2 30%
More than 2 years, but less than 1 30%

Such repair or replacement will be the sole remedy of the owner. There shall be no liability on the part of SIPLAST for any loss or damage, direct or consequential arising out of the use of or inability to use this product. Any description or illustration contained in SIPLAST's catalogs, price lists or any other advertising materials are intended merely to present a general description of goods and shall not deemed to create and express warranty that the goods shall conform to the description and shall be merged into this document and shall constitute warranties.

Exclusions: This Warranty shall not apply to nor provide any remedy for any damage, loss, defect, or defective condition which result from structural movement, building design defects, acts of God, vandalism, acts of any person, firm, or corporation other than SIPLAST, failure of any component not manufactured by SIPLAST, negligence of purchaser, installer, or any user, use of unapproved chemicals, failure to provide routine maintenance, or product misuse, including but not limited to, abnormal use and maintenance or any failure to follow installation instructions and procedures provided by SIPLAST. This Warranty is void if any soft or any product containing calcium chloride is used.

This Warranty shall not apply to paver systems which are adhered or mortared. Neither this warranty shall apply to paver systems which are subjected to vehicular traffic, such as but not limited to, mobile washing equipment, snow removal equipment, trailers and other vehicles for delivery or repairs, etc. This Warranty shall not apply to pavers utilizing special aggregates when used to achieve or maintain designs, SIPLAST shall have no responsibility for the proper installation, or finishing procedures which does not affect the use of the pavers. All expenses related to restack of defective materials are expressly excluded from this warranty. All pavers which are cut or altered from the original manufactured size are expressly excluded from this warranty. This Warranty shall not apply unless the proper support, subgrade and paver leveling devices utilized in the system shall be of a design and manufacturer acceptable to SIPLAST.

This Warranty is to be considered in effect if it has been signed by a duly authorized corporate official of SIPLAST. SIPLAST shall have no obligation under the Warranty until all invoices for pavers or any other related invoices have been paid in full.

THIS GUARANTEE SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

By: James Mullerhoff, President

SIPLAST, INC. 1000 Rochester Blvd • Irving, Texas 75062-2640 • 469-695-2293 • www.siplast.com

An Noppel Group Company