

**AGREEMENT FOR
DEMOLITION SERVICES**

THIS AGREEMENT, made this 11th day of April 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and The BG Group, LLC, a Florida limited liability company, ("Contractor" or "Company"), whose address and phone number are 1140 Holland Drive, #19, Boca Raton, FL 33487, Phone: 561-998-7997, Fax: 561-998-8815, Email: ivy@bggroup.net, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal No. 223-11059, Demolition Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated December 10, 2012, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated April 11, 2013, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on March 19, 2013, and shall end on March 18, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Pollution and Accidental Spill Insurance

Limit \$1,000,000

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person,
\$500,000 each occurrence
Property damage \$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2012), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2012), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2012), as may be amended or revised.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST

By: [Signature]
Print Name: STEVE GREENBERG
Title: Managing Member

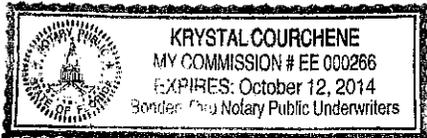
CONTRACTOR

By: [Signature]
Print Name: Ivy FRADIN Managing Member
Manager

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 1 day of Apr, 2013, by Ivy FRADIN as manager for The BG Group, LLC, a Florida limited liability company.

(SEAL)



[Signature]
Notary Public, State of FL
(Signature of Notary Public)

Krystal Courchene
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced _____

Solicitation 223-11059

Demolition Services

Bid designation: Public



CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 223-11059 Demolition Services

Bid Number **223-11059**
Bid Title **Demolition Services**

Bid Start Date **Dec 7, 2012 2:43:28 PM EST**
Bid End Date **Jan 3, 2013 2:00:00 PM EST**
Question & Answer End Date **Dec 20, 2012 5:00:00 PM EST**

Bid Contact **Jim Hemphill**
Sr. Procurement Specialist
Procurement Department
954-828-5143
jhemphill@fortlauderdale.gov

Changes made on Dec 21, 2012 9:39:49 AM EST

New Documents **223-11059 Adden 1 FINAL.doc**

Previous End Date **Dec 28, 2012 2:00:00 PM EST**

New End Date **Jan 3, 2013 2:00:00 PM EST**

Changes were made to the following items:

Demolition Services

Changes made on Dec 21, 2012 9:42:51 AM EST

New Documents **223-11059 Adden 1 FINAL.doc**

Removed Documents **223-11059 Adden 1 FINAL.doc**

Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Demolition Services for the City's Sustainable Development Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). These services include and incorporate the demolition and disposal of the main structure and accessory structures, removal of footings, slabs, asphalt, concrete pavement or brick paver driveways, walkways, or slabs including the lime rock base, fences, debris and other undesirable objects. Installation of ground cover on the lot after the demolition may also be required. Services may also include removal of asbestos and hazardous waste as required. The successful contractor shall provide all materials, permits, equipment and labor as required for the demolition of the designated site, and disposal of debris generated during the course of providing contracted services.

Added on Dec 21, 2012:

Addendum #1 has been added to the Documents Page

Added on Dec 21, 2012:

Correct revised opening date is January 3rd, 2013

Changes made on Dec 21, 2012 9:39:49 AM EST

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS:

To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS:

If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

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- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is **59-6000319**, and State Sales tax exemption number is **85-8013875578C-1**.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold

harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.

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- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, Form G-107 Rev. 11/12

and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

RFP # 223-11059
TITLE: Demolition Services

PART I – INTRODUCTION/INFORMATION

01. **PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Demolition Services for the City's Sustainable Development Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. **INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact Sr. Procurement Specialist James Hemphill at (954) 828-5143 or email at jhemphill@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. **TRANSACTION FEES**

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. **ELIGIBILITY**

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

05. **PRICING/DELIVERY**

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

And

Contractor must quote a firm, fixed annual price for all services stated in the RFP, which includes any travel associated with coming to the City of Fort Lauderdale.

And

All pricing must include delivery costs and be quoted FOB: Destination.

06. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

07. AWARD

Award may be by Group or Item, whichever is determined to be in the best interest of the City. The City reserves the right to award to that proposer who will best serve the interests of the City, for the product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

Contractor must bid on all items. Partial bids will not be considered.

08. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

PART II - RFP SCHEDULE

EVENT	DATE/TIME
Release of RFP	12/07/12
Pre-Proposal Meeting	NONE
Deadline for Questions/Request for Clarifications	12/20/12
Proposal Due Date/Time (Deadline)	12/28/12

PART III - SPECIAL CONDITIONS

01. **GENERAL CONDITIONS**
RFP General Conditions Form G-107 Rev. 11/12 (GC) are included and made a part of this RFP.
02. **NEWS RELEASES/PUBLICITY**
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
03. **RFP DOCUMENTS**
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. **CONTRACT PERIOD**
The initial contract term shall commence upon date of award by the City, and shall expire two years from that date. The City reserves the right to extend the contract for two additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
07. **COST ADJUSTMENTS**
Prices quoted shall be firm for the initial contract term 2 years. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

08. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

09. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

10. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

11. INVOICES/PAYMENT

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

12. RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

13. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

14. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

15. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply

with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Pollution and Accidental Spill Insurance – Limit \$1,000,000

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

16. **SUBCONTRACTORS**

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

17. **INSURANCE – SUBCONTRACTORS**

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

18. **UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

19. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of 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 Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

20. SAFETY

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

21. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

22. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

23. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

24. **SAMPLE CONTRACT AGREEMENT**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

25. **LOCAL BUSINESS PREFERENCE**

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement, Attachment "B" of this RFP, as applicable to the local business preference class claimed **at the time of proposal submittal**:

Upon formal request of the City, based on the application of a local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of proposal submittal shall result in the Proposer being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/index.htm>

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.

4. **Class D Business** – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

GENERAL INFORMATION/INTENT

The City of Fort Lauderdale periodically requires the complete demolition of buildings and sites within the City and this work is outside the current capabilities of City personnel to perform. Therefore, a contractor is needed to provide demolition, disposal and other related services. These services include and incorporate the demolition and disposal of the main structure and accessory structures, removal of footings, slabs, asphalt, concrete pavement or brick paver driveways, walkways, or slabs including the lime rock base, fences, debris and other undesirable objects. Installation of ground cover on the lot after the demolition may also be required. Services may also include removal of asbestos and hazardous waste as required.

The successful contractor shall provide all materials, permits, equipment and labor as required for the demolition of the designated site, and disposal of debris generated during the course of providing contracted services.

SCOPE OF SERVICES

The following is a list of general specifications that when incorporated with other specified conditions, comprise the requirements and scope of services of this contract.

- A. No work at any designated site shall begin until the Contractor receives a "Notice to Proceed" from the City.
- B. The Contractor will insure that the premises being serviced are free of rodents, prior to beginning the demolition. This work may be accomplished by an extermination or pest control company, who shall provide a certification letter attesting that the site is free of rodents.
- C. The Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name.
- D. All equipment shall comply with and be used in accordance with all pertinent safety regulations including ladders, hoists, planks, and similar items. Do not proceed with installation until any unsatisfactory conditions are corrected. Comply with manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealant and lubricants.
- E. The Contractor will provide a qualified foreman who will be present on the site at all times, and as a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions. The foreman shall be well versed in reading and understanding plans and the technical aspects of the project.
- F. All work shall be performed in accordance with City Ordinance, Chapter 17, Hours for Construction. Exceptions to this schedule can only be made with the prior approval of the City.
- G. The contractor may be responsible for the removal and disposal of some types of asbestos containing materials from structures, businesses, and residences if the need should arise. The Contractor must, therefore, be prepared to provide certified and trained supervisory personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation as required if the need arises.

- H. It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each and every workday. Materials and equipment left on site overnight shall be well marked and identified as to insure public safety. No materials or equipment are to be left on site over a weekend, unless arrangements have been made with, and prior approval obtained from, applicable City personnel. Any materials and/or equipment left on site shall be done with the Contractor, fully and totally responsibility for its security. Any loss of materials or equipment due to theft, vandalism, etc., shall be the total responsibility of the Contractor.
- I. The Contractor will contact all required utility companies to disconnect their facilities and/or services from the structures to be demolished, as well as secure any required documentation to be submitted to the City at the time of permit submittal.
- J. The Contractor will obtain any and all permits and licenses that are lawfully required to perform work as detailed herein.
- K. The Contractor will disconnect and cap all sanitary sewer lines connected to street sewer main lines.
- L. The Contractor will pump out septic tanks and/or grease traps until empty, remove and dispose of tanks/traps and fill in void with clean fill.
- M. The Contractor will notify the city of the presence of any asbestos or other hazardous type materials found in structures scheduled for demolition, in compliance with Federal, State and Local laws and Codes.
- N. The Contractor will coordinate his work with other contractors or city departments performing work at the site or adjacent areas.
- O. The Contractor will protect and preserve all trees on the property except those designated by the City's tree inspector for removal. When removal is necessary, the contractor shall provide fill and bring the excavated site to a fine level grade even with the surrounding area.
- P. The Contractor will remove and dispose of all excess material, debris and trash developed during the course of providing the contracted services. No material may be burned or buried on site.
- Q. The Contractor will remove all tools and equipment immediately after the completion of the work.
- R. The Contractor will bring the site to a smooth, fine level grade which is even with the surrounding areas and properties. The property will be left in a neat clean condition.

PERMITS

The Contractor will obtain, at his own expense, all necessary permits required for this type of work by the City of Fort Lauderdale from the City's Building Permits Division, 700 NW 19 Avenue, Fort Lauderdale, FL 33311. The cost of any permit will be reimbursed by the City upon proof of payment, which shall be submitted with the Contractor's invoice for each assigned project.

OWNERSHIP OF SALVAGED MATERIALS

All salvageable materials and items that can reasonably be considered to have been a physical part of the structure or the site, or used in its construction, shall become the property of the contractor. This shall include the value of all scrap materials developed during the demolition process and any such materials found on the property.

Items of personal property having title of ownership such as automobiles or items having significant exchange value such as precious gems, currency, etc., as determined by the Sustainable Development department, are not considered as salvageable. Such items will be protected from damage or loss when and if encountered during the progress of work and shall be turned over immediately to the City.

TRAFFIC CONTROL

The contractor shall adhere to the Florida Department of Transportation's Uniform Manual on Traffic Control for Construction and Maintenance Work Zones. It will be the sole responsibility of the contractor to make himself and his employees fully aware of these provisions, especially those applicable to the use of barricades, cones, signage, etc., to provide a safe working environment for both the workers and the public.

PRICING STRUCTURE

To determine the contracted rate for the demolition of a specific structure, the contractor and a city representative shall meet at the subject site. They shall calculate the total square footage of the building(s) under consideration for demolition. This will be obtained by measuring the outside dimensions of the outside walls of the structure, excluding the roof overhang. If the structure consists of more than one story, the area of each additional story will be obtained in this same manner. Utilizing the total square footage agreed upon by both parties and multiplying it by the contracted unit price for each item of work shall determine the total square foot demolition cost for a specific location.

The total square footage figure and all additional fees to be charged for the demolition pursuant to this contract shall be reviewed and agreed upon by both the contractor and the city representative before any work commences.

ESTIMATED QUANTITIES OF WORK

CBS Structures: Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. The City estimates the need to demolish approximately twenty-five (25) structures or 25,000 square feet annually.

Wood Frame Structures: Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated wood frame structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. The City estimates the need to demolish approximately twenty-five (25) structures or 25,000 square feet annually.

Emergency Services: Provide two additional flat rate fees to be paid in emergency situations. One of them is when the contractor is required by the City to commence work within 24 hours of notification and the other is to commence work within three (3) calendar days of notification.

The City will pay these fees in addition to any per square foot rate charge. The City estimates there will be one (1) of the first type and two (2) of the second type of emergency projects annually.

Removal and Disposal of Excess Debris: Provide a rate per cubic yard to remove and dispose of all trash and debris found on the job site that is not part of the debris developed in providing demolition services. The City estimates that three hundred (300) cubic yards will be processed annually.

Pump Out of Septic Tanks and Grease Traps: Provide a flat rate per structure to pump-out, remove and dispose of a septic tank or grease trap and to backfill the excavated area with fill. This rate is to include all costs should an outside contractor be required. The quoted rate will include the removal of the debris generated from demolishing the tank or trap. The City estimates that this service will be required on ten (10) structures annually.

Capping Sewer Lines: Provide a flat rate per structure to cap sewer lines from the structure to the main sewer system. This rate is to include all costs should an outside contractor be required. The quoted rate will include the removal of the debris generated from capping the sewer lines. The city estimates that this service will be required for forty (40) structures annually.

Rat Free Certification: Provide a flat rate per structure to provide a certification letter from an extermination or pest control company that the premises being serviced are free of rodents. It is estimated that this service will be required for fifty (50) structures annually.

Removal of Miscellaneous Structures: Provide a flat rate for the removal and disposal of small, accessory type structures, such as carports, sheds, etc., that may be found on the site. The quoted rate will include the removal of the debris generated from demolishing the structure. The City estimates that this service will be required for twenty (20) structures annually.

Asphalt slabs: Provide a rate per square foot for the removal and disposal of any asphalt pavement. The quoted rate will include the removal of the debris generated from demolishing all driveways, walkways, paths and or parking lots. The City estimates that this service will be required for twenty (20) structures annually.

Concrete slabs and brick pavers: Provide a rate per square foot for the removal and disposal of any concrete slab or pavers on grade; examples of such are, concrete driveways, walkways, stoops, patios, and any other stand-alone slabs. The quoted rate will include the removal of the debris generated from demolishing these slabs. The City estimates that this service will be required for twenty (20) structures annually.

Removal of paved surfaces sub-grade base material: Provide a rate per cubic yard for the removal and disposal of paved sub-grade base material to a level of 1' below all paved surfaces. The City estimates that this service will be required for 2,500 cubic yards annually.

Removal of fencing: Provide a rate per linear foot for the removal and disposal of fencing. Fencing shall include all materials associated with the following types; wood, aluminum, vinyl and PVC from 4 feet to 8 feet in height. The City estimates that this service will be required for one thousand (1,000) linear feet annually.

HVAC refrigerant recovery: Provide a flat rate per pound per ton (assuming 1 pound per ton) to recover, remove or recycle all refrigerants and provide all documentation required by any permitting agencies. This rate is to include all costs should an outside contractor be required. The City estimates that that this service will be required for twenty (20) units annually.

TIPPING FEES

The Contractor is responsible for the payment of all tipping fees for the disposal of any debris generated under this contract. Proposer shall structure their bid prices accordingly.

ASSIGNMENT OF WORK

All work assigned by the City of Fort Lauderdale, shall be initiated through the use of a written Work Order. A Work Order may be for one or more structures at the same or different locations.

This Work Order notification form will be given to the contractor detailing the date, time, address, and legal description of the property or properties at which the structures are to be demolished. This Work Order form shall be the authorization to commence work.

The contractor shall commence the demolition within ten (10) calendar days of receipt of Work Order. The exception shall be for any project declared by the City of Fort Lauderdale as an EMERGENCY SITUATION. When this condition is declared, the contractor shall commence the demolition work within either 24 hours or three (3) calendar days of receipt of this notification.

During the course of the initial site inspection between the contractor and City personnel, the project completion time shall also be discussed and shall be agreed upon by both parties and shall be specified in the Work Order. This completion time shall NOT be modified unless unfavorable weather or other allowable but unforeseeable conditions occur. The completion time for any single project, containing single or multiple structures shall not exceed seven (7) working days.

Should the structure(s) designated for demolition be situated on a septic tank and/or active gas service is present, this seven- (7) day completion term will not commence until after the pump-out and removal of the septic tank and/or disconnection of the gas source.

DAMAGE TO PUBLIC AND OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities to include but not limited to all nearby or adjoining properties, site amenities, sidewalks, sprinkler systems, trees, shrubs, windows, and all vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced or repaired by the Contractor at no additional cost to the City. If the Contractor has not repaired or replaced damaged property within 24 hours notice by the City, the City reserves the right to correct the situation and deduct all charges from the Contractor's invoice.

It is the Contractor's responsibility to ensure that his equipment is free from any fluid leaks while located in any serviced areas. The City, under reasonable suspicion of any such leaking equipment, can require that such equipment be immediately removed from the premises and repaired and/or replaced before it can resume operation in any serviced areas.

LIQUIDATED DAMAGES

Failure of the contractor to perform as described, or not complete all activities as required and as provided herein, may be just cause for the assessment of damages, as described below, and such damages shall be considered as liquidated damages.

If the Contractor delays in either starting or finishing the project at the agreed upon time the actual damages to the City for any delay or shut down will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor may be subject to a reduction from the next monthly invoice of \$250 per day as fixed, agreed, and liquidated damages. Such deductions will continue until said service is properly performed or the contract is cancelled.

These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be, in the nature of a penalty.

ASBESTOS REMOVAL

In the event that asbestos-related materials need to be removed from a structure of site, bidders will quote a price per each item listed below.

Removal of Floor Tile: Bidder will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Removal of floor tile and mastic: Bidder will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Removal of vinyl: Bidder will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Carpet removal as ACM: Bidder will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Roofing Material as ACM: Bidder will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Surfacing Material as ACM: Bidder will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Materials applied by spray or trowels are classified as surfacing materials. Examples would

be, fireproofing, textured ceilings or acoustic plaster ceilings. For tabulation purposes, an estimate of 400 square feet will be used.

Ceiling Tile as ACM: Bidder will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Cementitious Composite as ACM: Bidder will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples include roof drain piping; water piping, sanitary sewer piping, HVAC ducts and transite panels. For tabulation purposes, an estimate of 400 square feet will be used.

Thermal System Insulation Material (TSI) as ACM: Bidder will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.

Examples of such would be, insulation materials that contain asbestos that are generally found in boiler rooms and chillers rooms and in pipe chases in walls. This includes ACM adhesives.

PART V - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD's. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (2) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL (3) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (6) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VI - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- Tab 1: Bid/Proposal and Signature pages
- Tab 2: Non-Collusion Statement
- Tab 3: Letter of Interest, The letter of interest may contain any other information not in the proposal but should not exceed two (2) pages.
- Tab 4: Statement of Proposed Services. Proposals should respond to scope of work. They should be no longer than twelve (12) pages (single sided), and be comprised of three general components: (a) an assessment of capability and approach to perform the scope of service; (b) identification of Proposer's distinctive competence, staff qualifications assigned to this account with their experience and skills they bring to this assignment, along with resume of experience and qualifications; (c) discuss your ability to respond to emergencies, short notice requirements, special requirements (ex. asbestos removal, etc).
- Tab 5: Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida. A General Contractors License issued by Broward County or the State of Florida or a Demolition Contractors Licenses issued by Broward County is required. Provide a copy of the license(s).
- Tab 6: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.
- Tab 8: Proposer's ability to assign appropriate resources to the account in a timely manner.
- Tab 9: Additional services available in-house, not requested by the City in Part IV - technical specifications/scope of work with fee schedule for those services (For Informational Purposes Only).
- Tab 10: List of three (3) clients/references for whom you have provided similar services in the last three years; Provide agency name, current e-mail address (very important), address, telephone number, contact person, and date service was provided. Be prepared to provide, upon request, evidence of work product, ability to meet schedules, cooperation, and responsiveness. Attach additional sheets if necessary.
- Tab 11: Any additional attachments to your proposal.

PART VII – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Statement of Proposed Services as presented in the narrative proposal. This will include problem identification and the proposed method and ability to accomplish the work required.	20%
Licenses, Certifications, Insurance	20%
Experience, qualifications and past performance of the proposing firm, including facilities, resources and references.	20%
Cost to the City	40%
TOTAL PERCENT AVAILABLE:	100%

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

PART VIII - PROPOSAL PAGES – COST PROPOSAL

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

Bidder agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this ITB. All price information to be used in the bid evaluation must be on this page. Pricing MUST include delivery and be quoted FOB: Destination.

Item

1. Pricing for **CBS STRUCTURES**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures. This rate is to include all costs for use of WET demolition. This will comprise approximately twenty-five (25) structures or 25,001 square feet ANNUALLY.

\$ _____ per sq. foot for (0 - 1,500) sq. ft. X 7000 sq ft. = \$ _____

\$ _____ per sq. foot for (1,501 - 3,000) sq. ft. X 6000 sq ft. = \$ _____

\$ _____ per sq. foot for (3,001 - 6,000) sq. ft. X 6000 sq ft. = \$ _____

\$ _____ per sq. foot for (6,001 +) sq. ft. X 6001 sq ft. = \$ _____

2. Pricing for **WOOD FRAME STRUCTURES**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated WOOD FRAME structures. This rate is to include all costs for use of WET demolition. This will comprise approximately twenty-five (25) structures or 25,001 square feet ANNUALLY.

\$ _____ per sq. foot for (0 - 1,500) sq. ft. X 7000 sq ft. = \$ _____

\$ _____ per sq. foot for (1,501 - 3,000) sq. ft. X 6000 sq ft. = \$ _____

\$ _____ per sq. foot for (3,001 - 6,000) sq. ft. X 6000 sq ft. = \$ _____

\$ _____ per sq. foot for (6,001 +) sq. ft. X 6001 sq ft. = \$ _____

3. Costs for **24 HOUR EMERGENCY SERVICES**: provide an ADDITIONAL FLAT RATE FEE to be paid in an emergency situation, when the contractor is required by the City to commence work within 24 hours of notification. This will involve approximately twelve (12) projects ANNUALLY during the term of this contract.

\$ _____ Per situation X 12 = \$ _____

4. Costs for **3 DAY EMERGENCY SERVICES**: provide an ADDITIONAL FLAT RATE FEE to be paid in an emergency situation, when the contractor is required by the City to commence work within three (3) calendar days of notification. This will involve approximately two (2) projects ANNUALLY during the term of this contract.

\$ _____ Per situation X 2 = \$ _____

5. Costs for **REMOVAL AND DISPOSAL OF EXCESS DEBRIS**: provide a rate per cubic yard to remove and dispose of all trash and debris found on the job site, that is not part of the debris developed in providing demolition services based on items # 1 and 2. It is estimated that three hundred (300) cubic yards shall be processed annually.

\$ _____ per cubic yard X 300 cubic yards = \$ _____

6. Costs for **PUMP-OUT, DISPOSAL RATES: SEPTIC TANKS & GREASE TRAPS**: Provide a rate PER STRUCTURE to pump-out, remove and dispose of a septic tank and to backfill the excavated area with fill for the property. This rate is to include all costs should an outside contractor be required. It is estimated that this service shall be required on ten(10) structures ANNUALLY

\$ _____ each X10 = \$ _____

7. Costs for **CAPPING SEWER LINES**: provide a rate PER STRUCTURE to cap sewer lines for the structure to the main system. This rate is to include all costs should sub-contracting services be required. It is estimated that this service shall be required for forty (40) structures ANNUALLY

\$ _____ each X40= \$ _____

8. Costs for **RAT FREE CERTIFICATION**: provide a rate PER STRUCTURE to provide a certification letter form an extermination or pest control company that the premises being serviced are free of rodents. It is estimated that this service shall be required for fifty (50) structures ANNUALLY

\$ _____ Each X50 = \$ _____

9. Costs for **REMOVAL OF MISCELLANEOUS STRUCTURES**: Provide a rate for the removal and disposal of small, accessory type structures, such as carports, sheds, etc., that may be found on the site. It is estimated that that this service shall be required for twenty (20) structures ANNUALLY

\$ _____ each X 20 = \$ _____

10. Pricing for **ASPHALT SLABS**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated asphalt slabs. This rate is to include all costs for use of WET demolition. It is estimated that this service shall be required for 10,000 square feet ANNUALLY.

\$ _____ Per square foot X 10, 000 sq. ft = \$ _____

11. Pricing for **CONCRETE AND BRICK PAVER SLABS**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated concrete and brick paver slabs. This rate is to include all costs for use of WET demolition. It is estimated that this service shall be required for 10,000 square feet ANNUALLY.

\$ _____ Per square foot X 10, 000 sq. ft = \$ _____

12. Pricing for **PAVED SUB-GRADE BASE MATERIAL**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of all paved sub-base material to a level of 1' below all paved surfaces. It is estimated that this service shall be required for 2,500 cubic yards annually.

\$ _____ Per cubic yard X 2,500 cubic yards = \$ _____

13. Pricing for **FENCING**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood, aluminum, vinyl, PVC, or similar fencing. It is estimated that this service shall be required for 1,000 linear feet ANNUALLY.

\$ _____ Per linear foot X 1, 000 linear ft = \$ _____

14. Pricing for **HVAC REFRIGERANT RECOVER**: provide a rate to furnish all material, labor and equipment to legally remove, recover or recycle all HVAC refrigerant prior to demolition. Trained and certified personnel shall do this work.

\$ _____ Per pound X 20 = \$ _____

15. Pricing for **CONCRETE WALLS**: provide a rate to furnish all material, labor, and

equipment to demolish and dispose of designated concrete walls including footer if applicable. This rate is to include all costs for use of WET demolition. It is estimated that this service shall be required for 2,000 square feet ANNUALLY.

\$ _____ Per square foot X 2,000 square ft= \$ _____

- 16. Costs for **REMOVAL AND DISPOSAL OF HAZARDOUS WASTE**: provide a rate per cubic yard to remove and properly dispose of all hazardous waste found on the job site. It is estimated that fifty (50) cubic yards shall be processed annually.

\$ _____ per cubic yard X 50 cubic yards = \$ _____

- 17. Pricing for **DOCKS**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood docks. It is estimated that this service shall be required for 100 square feet ANNUALLY.

\$ _____ Per square foot X 100 square ft = \$ _____

- 18. Pricing for **DOCK PILINGS**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated dock pilings. It is estimated that this service shall be required for 8 pilings ANNUALLY.

\$ _____ Per piling X 8 = \$ _____

- 19. Pricing for **SWIMMING POOLS / SPAS**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated swimming pool / spa structures. It is estimated that this service shall be required for 2,500 square feet ANNUALLY (or an average of 3 pools).

\$ _____ Per square foot X 2,500 square ft. = \$ _____

- 20. Pricing for **CLEAN FILL**: provide a rate to furnish all material, labor, and equipment to provide clean fill where necessary to backfill the swimming pool / spa to the existing grade. It is estimated that this service shall be required for 70 cubic yards ANNUALLY (or an average of 3 pools).

\$ _____ Per cubic yard X 70 cubic yards = \$ _____

TOTAL ANNUAL FIRM FIXED FEE (INITIAL CONTRACT PERIOD) \$ _____/ANNUALLY

Costs Proposals for Asbestos related work

(For informational purposes only)

- 1. Cost for **Removal of floor tile**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all inclusive per man-hour rate.

\$ _____ per sq. ft.

- 2. Cost of **Removal of floor tile and mastic**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.

\$ _____ per sq. ft.

- 3. Cost of **Removal of vinyl**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all inclusive rate.

\$ _____ per sq. ft.

- 4. Cost of **Carpet removal as ACM**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.

\$ _____ per sq. ft.

- 5. Cost of **Roofing Material as ACM**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.

\$ _____ per sq. ft.

- 6. Cost of **Surface Material as ACM**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.

\$ per sq. ft.

- 7. Cost of **Ceiling Tile as ACM**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.

\$ per sq. ft.

- 8. Cost of **Cementitious Composite as ACM**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate

\$ per sq. ft.

- 9. Cost of **Thermal System Insulation Material (TSI) as ACM**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and materials as an all-inclusive rate

\$ per sq. ft.

RFP NO. 223-11059

TITLE: Demolition Services

ATTACHMENT "B"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) Business Name is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) Business Name is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) Business Name is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) Business Name requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) Business Name requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) Business Name is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____

STATE OF _____
COUNTY OF _____
NAME SIGNATURE DATE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ and _____ as _____ and _____ respectively, of _____ They are [] personally known to me or [] have produced _____ as identification.

(SEAL)

Notary Public, State of _____
(Signature of Notary taking Acknowledgment)
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____
Commission Number _____

August 1, 2012

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

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

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

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____

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

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ NO _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations:

revised 11-29-11



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP 223-11059
Demolition Services

ISSUED December 21, 2012

1. This addendum is being issued to make the following changes:

Regarding Part VIII – PROPOSAL PAGES-COST PROPOSAL, Item #6: **Cost for Pump-out, Disposal rates: Septic Tanks & Grease Traps:**

The Description shall be changed to read:

Costs for PUMP-OUT, DISPOSAL RATES: SEPTIC TANKS & GREASE TRAPS:

Provide a rate PER STRUCTURE to pump-out, remove and dispose of a septic tank or grease trap and to backfill the excavated area with fill for the property. This rate is to include all costs should an outside contractor be required. It is estimated that this service shall be required on ten (10) structures ANNUALLY

For proposers that want to submit a separate price for septic tank and a separate price for grease traps, utilize the attached optional price page for line item #6.

2. The opening date of this Invitation to Bid has been changed to

January 3rd, 2013

All other terms, conditions, and specifications remain unchanged.

James T. Hemphill
Sr. Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

NOTE: This addendum is not required to be acknowledged for those proposers that may have submitted their proposals already and / or do not require a separate price.



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

OPTIONAL PRICE PAGE FOR LINE ITEM NUMBER 6

6a. Costs for **PUMP-OUT, DISPOSAL RATES: SEPTIC TANKS**
Provide a rate PER STRUCTURE to pump-out, remove and dispose of a septic tank and to backfill the excavated area with fill for the property. This rate is to include all costs should an outside contractor be required. It is estimated that this service shall be required on five (5) structures ANNUALLY

\$ _____ each X 5 = \$ _____

6b. Costs for **PUMP-OUT, DISPOSAL RATES: GREASE TRAPS:**
Provide a rate PER STRUCTURE to pump-out, remove and dispose of a grease trap and to backfill the excavated area with fill for the property. This rate is to include all costs should an outside contractor be required. It is estimated that this service shall be required on five (5) structures ANNUALLY

\$ _____ each X 5 = \$ _____

Question and Answers for Bid #223-11059 - Demolition Services

OVERALL BID QUESTIONS

Question 1

What percentage of the structures are residential and commercial? (Submitted: Dec 15, 2012 8:41:57 AM EST)

Answer

- 95 - 97% are residential demolitions. (Answered: Dec 18, 2012 10:19:27 AM EST)

Question 2

Are there any structures greater than 2 stories? (Submitted: Dec 15, 2012 8:55:59 AM EST)

Answer

- we have not demolished anything above two stories. (Answered: Dec 18, 2012 10:19:27 AM EST)

Question 3

We have different prices for pump out of grease traps and septic tanks, can they be priced separately? (Submitted: Dec 15, 2012 11:22:44 AM EST)

Answer

- There will continue to be one line item as currently indicated. Proposers may offer variances per the RFP specifications if required. (Answered: Dec 18, 2012 1:15:32 PM EST)

- See addendum #1 (Answered: Jan 1, 2013 6:45:12 PM EST)

Question 4

Do you have an estimate for this project? (Submitted: Dec 20, 2012 10:35:01 AM EST)

Answer

- Note this is an 'as-needed' yearly contract. Dept. states approx. \$113,000 for this year. (Answered: Dec 20, 2012 4:03:24 PM EST)

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL ... to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: [Signature] (signature) 12/10/12 (date)

Name (printed) IVY FRADIN Title: Managing Member

Company: (Legal Registration) The BG GROUP LLC

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: 1140 HOLLAND DR #19

City BOCA RATON State: FL Zip 33487

Telephone No. 561 9987997 FAX No. 561 9988815 Email: IVY@THEBGGROUP.net

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.04): Total Bid Discount (section 1.05):

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE [checked]

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES NO [checked]

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variations:

PART VIII - PROPOSAL PAGES - COST PROPOSAL

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

Bidder agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this ITB. All price information to be used in the bid evaluation must be on this page. Pricing MUST include delivery and be quoted FOB: Destination.

Item

1. Pricing for **CBS STRUCTURES**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures. This rate is to include all costs for use of WET demolition. This will comprise approximately twenty-five (25) structures or 25,001 square feet ANNUALLY.

\$ 3.25 per sq. foot for (0 - 1,500) sq. ft. X 7000 sq ft. = \$ 22,750

\$ 3.25 per sq. foot for (1,501 - 3,000) sq. ft. X 6000 sq ft. = \$ 19,500

\$ 3.00 per sq. foot for (3,001 - 6,000) sq. ft. X 6000 sq ft. = \$ 18,000

\$ 3.00 per sq. foot for (6,001 +) sq. ft. X 6001 sq ft. = \$ 18,003

2. Pricing for **WOOD FRAME STRUCTURES**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated WOOD FRAME structures. This rate is to include all costs for use of WET demolition. This will comprise approximately twenty-five (25) structures or 25,001 square feet ANNUALLY.

\$ 3.25 per sq. foot for (0 - 1,500) sq. ft. X 7000 sq ft. = \$ 22,750

\$ 3.25 per sq. foot for (1,501 - 3,000) sq. ft. X 6000 sq ft. = \$ 19,500

\$ 2.00 per sq. foot for (3,001 - 6,000) sq. ft. X 6000 sq ft. = \$ 12,000

\$ 200 per sq. foot for (6,001 +) sq. ft. X 6001 sq ft. = \$ 12,002.-

3. Costs for **24 HOUR EMERGENCY SERVICES**: provide an ADDITIONAL FLAT RATE FEE to be paid in an emergency situation, when the contractor is required by the City to commence work within 24 hours of notification. This will involve approximately twelve (12) projects ANNUALLY during the term of this contract.

\$ 0 Per situation X 12 = \$ 0.00

4. Costs for **3 DAY EMERGENCY SERVICES**: provide an ADDITIONAL FLAT RATE FEE to be paid in an emergency situation, when the contractor is required by the City to commence work within three (3) calendar days of notification. This will involve approximately two (2) projects ANNUALLY during the term of this contract.

\$ 0 Per situation X 2 = \$ 0.00

5. Costs for **REMOVAL AND DISPOSAL OF EXCESS DEBRIS**: provide a rate per cubic yard to remove and dispose of all trash and debris found on the job site, that is not part of the debris developed in providing demolition services based on items # 1 and 2. It is estimated that three hundred (300) cubic yards shall be processed annually.

\$ 30.00 per cubic yard X 300 cubic yards = \$ 9,000

6. Costs for **PUMP-OUT, DISPOSAL RATES: SEPTIC TANKS & GREASE TRAPS**: Provide a rate PER STRUCTURE to pump-out, remove and dispose of a septic tank and to backfill the excavated area with fill for the property. This rate is to include all costs should an outside contractor be required. It is estimated that this service shall be required on ten(10) structures ANNUALLY

\$ 300.00 each X10 = \$ 3000.-

7. Costs for **CAPPING SEWER LINES**: provide a rate PER STRUCTURE to cap sewer lines for the structure to the main system. This rate is to include all costs should subcontracting services be required. It is estimated that this service shall be required for forty (40) structures ANNUALLY

\$ 500.- each X40= \$ 20,000

8. Costs for **RAT FREE CERTIFICATION**: provide a rate PER STRUCTURE to provide a certification letter form an extermination or pest control company that the premises being serviced are free of rodents. It is estimated that this service shall be required for fifty (50) structures ANNUALLY

\$ 100.00 Each X50 = \$ 5000.-

9. Costs for **REMOVAL OF MISCELLANEOUS STRUCTURES**: Provide a rate for the removal and disposal of small, accessory type structures, such as carports, sheds, etc., that may be found on the site. It is estimated that that this service shall be required for twenty (20) structures ANNUALLY

\$ 10.00 each X 20 = \$ 200.00

10. Pricing for **ASPHALT SLABS**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated asphalt slabs. This rate is to include all costs for use of WET demolition. It is estimated that this service shall be required for 10,000 square feet ANNUALLY.

\$.20 Per square foot X 10, 000 sq. ft = \$ 2,000.-

11. Pricing for **CONCRETE AND BRICK PAVER SLABS**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated concrete and brick paver slabs. This rate is to include all costs for use of WET demolition. It is estimated that this service shall be required for 10,000 square feet ANNUALLY.

\$.30 Per square foot X 10, 000 sq. ft = \$ 3,000.-

12. Pricing for **PAVED SUB-GRADE BASE MATERIAL**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of all paved sub-base material to a level of 1' below all paved surfaces. It is estimated that this service shall be required for 2,500 cubic yards annually.

\$.75 Per cubic yard X 2,500 cubic yards = \$ 1875.-

13. Pricing for **FENCING**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood, aluminum, vinyl, PVC, or similar fencing. It is estimated that this service shall be required for 1,000 linear feet ANNUALLY.

\$ 1.00 Per linear foot X 1, 000 linear ft = \$ 1000.-

14. Pricing for **HVAC REFRIGERANT RECOVER**: provide a rate to furnish all material, labor and equipment to legally remove, recover or recycle all HVAC refrigerant prior to demolition. Trained and certified personnel shall do this work.

\$ 10.00 Per pound X 20 = \$ 200.-

15. Pricing for **CONCRETE WALLS**: provide a rate to furnish all material, labor, and

equipment to demolish and dispose of designated concrete walls including footer if applicable. This rate is to include all costs for use of WET demolition. It is estimated that this service shall be required for 2,000 square feet ANNUALLY.

\$ 3.00 Per square foot X 2,000 square ft = \$ 6,000.-

16. Costs for **REMOVAL AND DISPOSAL OF HAZARDOUS WASTE**: provide a rate per cubic yard to remove and properly dispose of all hazardous waste found on the job site. It is estimated that fifty (50) cubic yards shall be processed annually.

\$ 50.00 per cubic yard X 50 cubic yards = \$ 2,500.-

17. Pricing for **DOCKS**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood docks. It is estimated that this service shall be required for 100 square feet ANNUALLY.

\$ 10.00 Per square foot X 100 square ft = \$ 1,000.-

18. Pricing for **DOCK PILING**s: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated dock pilings. It is estimated that this service shall be required for 8 pilings ANNUALLY.

\$ 50.- Per piling X 8 = \$ 400.-

19. Pricing for **SWIMMING POOLS / SPAS**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated swimming pool / spa structures. It is estimated that this service shall be required for 2,500 square feet ANNUALLY (or an average of 3 pools).

\$ 2.00 Per square foot X 2,500 square ft. = \$ 5,000

20. Pricing for **CLEAN FILL**: provide a rate to furnish all material, labor, and equipment to provide clean fill where necessary to backfill the swimming pool / spa to the existing grade. It is estimated that this service shall be required for 70 cubic yards ANNUALLY (or an average of 3 pools).

\$ 10.00 Per cubic yard X 70 cubic yards = \$ 700.-

TOTAL ANNUAL FIRM FIXED FEE (INITIAL CONTRACT PERIOD) \$ 205,380 /ANNUALLY

Costs Proposals for Asbestos related work**(For informational purposes only)**

1. Cost for **Removal of floor tile**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all inclusive per man-hour rate.
\$ 1.60 per sq. ft.

2. Cost of **Removal of floor tile and mastic**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.
\$ 2.00 per sq. ft.

3. Cost of **Removal of vinyl**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all inclusive rate.
\$ 1.60 per sq. ft.

4. Cost of **Carpet removal as ACM**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.
\$ 1.60 per sq. ft.

5. Cost of **Roofing Material as ACM**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.
\$ 3.00 per sq. ft.

6. Cost of Surface Material as ACM: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.

\$ 7.00 per sq. ft.

7. Cost of Ceiling Tile as ACM: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.

\$ 3.50 per sq. ft.

8. Cost of Cementitious Composite as ACM: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.

\$ 3.00 per sq. ft.

9. Cost of Thermal System Insulation Material (TSI) as ACM: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and materials as an all-inclusive rate.

\$ 9.00 per sq. ft.

RFP NO. 223-11059

TITLE: Demolition Services

ATTACHMENT "B"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) Business Name is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) Business Name is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) Business Name is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) Business Name requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) Business Name requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) The BG Group LLC Business Name is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

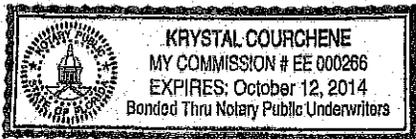
PROPOSER'S COMPANY: The BG GROUP LLC

AUTHORIZED COMPANY PERSON: IVY FRADIN NAME SIGNATURE DATE

STATE OF FL COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10 day of Dec, 2012 by IVY FRADIN and as Managing Member and respectively, of They are personally known to me or have produced as

identification. (SEAL)



Notary Public, State of (Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

TAB 2

NON-COLLUSION STATEMENT:

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

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

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

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
_____	_____
_____	_____

none

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



The BG Group

12/10/12

THE BG GROUP LLC

TAB 3

LETTER OF INTEREST re RFP # 223-11059, Demolition Services

City of Fort Lauderdale
Jim Hemphill
Sr. Procurement Specialist
Procurement Department
Phone: 954-828-5143
Email: jhemphill@fortlauderdale.gov
Fax: 954-828-5576

December 10, 2012

To Whom It May Concern:

With this letter in response to your Request for Proposals RFP 223-11059, Demolition Services, **The BG Group** is expressing its interest in being selected as a demolition contractor. We specialize in the areas of demolition, asbestos abatement, excavation, recycling and aggregate and concrete crushing. Our contact information is below.

The BG Group Demolition, led by Steve Greenberg and me, continues to develop methods and techniques to suit various individual client needs and our name is synonymous with quality, innovation, integrity and performance throughout Florida. A few of our more notable clients include:

- Real Estate Developers and Corporations such as: **Codina/Flagler Development; Lennar Homes; Prime One Outlets; The Related Group; Tropicana; WCI Communities**
- General Contractors such as: **Balfour Beatty; Hensel Phelps; John Moriarty & Associates; LP Ciminelli; Suffolk Construction; Whiting-Turner**
- Municipalities including: **City of Miami; Daytona Beach Housing Authority; Lee County DOT; Miami Dade Housing Agency; Palm Beach County; South Florida Water Management District**
- Local Contractors such as: **Astaldi Construction; Boren Craig Barber Engel; Catalfumo Construction; Current Builders; Weitz Company**

We focus on saving our clients time and money and have recently completed similar transactions for developers, corporations, GCs and municipalities who would be happy to serve as references at the appropriate time. The attached information should provide some useful background. We carry comprehensive general liability insurance, workers' compensation and are a bondable contractor. We are also a M/WBE with the State of Florida.

Regarding our experience in municipal term contract projects, we are the most recent contract holder of the City of Fort Lauderdale Demolition Services term contract, having held it since 2010. We also have held the annual demolition contract for Palm Beach County since 2004 (and

1140 Holland Drive, Ste 19 • Boca Raton, FL • 33487 • 561-998-7997 • Fax: 561-998-8815
email: info@thebggroup.net

THE BG GROUP LLC

just won the third consecutive rebid), for the City of Miami since 2006 and for Martin County for the past year. In addition, we are prequalified with the School District of Palm Beach County and the Miami Dade School Board, all of whom have emergency jobs for their unsafe structures from time to time, and all of whom have agreed to serve as references (but are precluded from putting recommendation letters on their stationery. We know that we can provide this service throughout your City both safely and efficiently and are qualified to do so. Our crews are trained to assure that the work area is left clean, hazard-free and in non-damaged condition after each site is completed.

The BG Group notes that we have been a Certified General Contractor, specializing in demolition, asbestos abatement, excavation, recycling and aggregate and concrete crushing since our founding in January 2003.

Palm Beach County	John Tierney	561.233.0252	Contract since 2004
City of Fort Lauderdale	Lori Grossfeld	954.828.4653	Contract since 2010
City of Miami	Ray Benitez	786.412.7849	Contract since 2006

We have performed notable demolitions for structures that were ravaged by hurricanes, including the \$1.4 million project known as "The Modern" in West Palm Beach, and consequently deemed unsafe. We have significant expertise in safe, timely and efficient performance; diligent record keeping re capping, abandonment and tracking of debris; and segregation of materials and optimization of recycling. We have also done many LEEDS jobs and always comply with all Federal, State and regulatory agencies and provisions.

We look forward to putting our experience, responsiveness and fiscal accountability to work on City of Fort Lauderdale again and to becoming prequalified.

Thank you for taking the time to learn a bit about **The BG Group Demolition**.

Yours truly,
THE BG GROUP, LLC



Ivy Fradin, Managing Member

THE BG GROUP LLC

TQB 4

STATEMENT OR PROPOSED SERVICES re RFP # 223-11059, Demolition Services

City of Fort Lauderdale
Jim Hemphill
Sr. Procurement Specialist
Procurement Department
Phone: 954-828-5143
Email: jhemphill@fortlauderdale.gov
Fax: 954-828-5576

December 10, 2012

To Whom It May Concern:

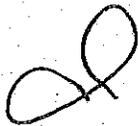
With this statement in response to your Request for Proposals RFP 223-11059, Demolition Services, **The BG Group** is expressing its interest in being selected as a demolition contractor. We specialize in the areas of demolition, asbestos abatement, excavation, recycling and aggregate and concrete crushing.

Please see within this Tab the following:

- Reference letters from current clients to showcase our capability and approach to perform the scope of service
- Owned equipment list to illustrate our ability to respond to emergencies, short notice requirements and special requirements
- Organization chart and resumes of key staff members

Please let us know if you have any other questions.

Sincerely,



Ivy Fradin, Managing Member



LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY 29 SOUTH J STREET SUITE 1 LAKE WORTH, FL 33460 T: 561 493 2550 F: 561 493 2549 LAKEWORTHCRA.ORG

February 14, 2012

~~City of West Palm Beach
Attn: Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401~~

Sample

Re: RFQL 11-12-400 Demolition Services

Subject: Letter of Reference, The BG Group, LLC

This letter serves as an official governmental reference as it relates to the services of The BG Group, LLC, 1140 Holland Drive #19, Boca Raton, FL 33487. In my capacity as the Administrator of our \$23.2 Million Neighborhood Stabilization Program, as well as my prior capacity as Purchasing Manager and Director of the Office of Management and Budget with the City of Lake Worth, collectively covering the period 3/14/05 – to the date of this letter, The BG Group, LLC (the BG Group) has consistently provide outstanding service in its provision of Demolition Services. In my experience, there is no other area provider of this service in our locale, which is able to consistently perform to the level of the BG Group. They are unquestionably the most prompt, professional, flexible and expeditious demolition firm I've worked with, and their efforts have allowed us to continue to meet critical program requirements.

As you have most likely already witnessed, many agencies and contractors alike frequently engage the services of the BG Group for competent, timely, turnkey demolition services. Of particular note is their ability to commence work immediately, solve permitting roadblocks, and provide industry-leading demolition services in a prompt, courteous and professional manner. I highly recommend the use of this organization and its representatives to meet your own agencies' needs.

Sincerely,

Michael McManaman
NSP-2 Administrator
Lake Worth Community Redevelopment Agency



STILES
CONSTRUCTION
Invest · Build · Manage

Thursday, February 23, 2012

Sample

The City of West Palm Beach
Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401

Re: RFQL 11-12-400 Demolition Services

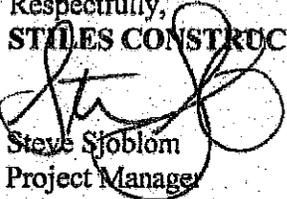
To Whom It May Concern,

Stiles Construction hereby recommends The BG Group, LLC, located at 1140 Holland Drive, #19, Boca Raton, FL 33487 for demolition services on all upcoming projects. The BG Group, LLC has successfully performed a variety of demolition services to our satisfaction on several projects of varying conditions, sizes and complexities. We have found their management and personnel to be courteous and professional in all aspects of their work.

The City of West Palm Beach would be in good hands to award demolition services to The BG Group, LLC.

Should you have further questions, please contact myself at 954-604-1114 or Bryan Bernard, Project Manager at 954-214-0610.

Respectfully,
STILES CONSTRUCTION COMPANY


Steve Sjoblom
Project Manager

LIST OF EQUIPMENT BG GROUP DEMOLITION

KOMATSU

<u>MODEL</u>	<u>SERIAL#</u>	<u>YEAR</u>	<u>BG#</u>	<u>FUEL CAPACITY</u>
PC200-LC7	C70379	2004	E05	105.68 GALS
PC300-LC7	A85979	2004	E07	160.00 GALS
PC200-7	C71564	2004	E09	105.68 GALS
PC200-LC8	C60245	2006	E12	105.00 GALS
PC300-LC7	A85936	2004	E14	160.00 GALS ***
PC340-LC7	A86455	2005	E16	160.00 GALS
PC400-LC6LM	A85235	2002	E15	160.00 GALS ***
WA320-MC3	A31690	2002	L01	65.50 GALS ***
WA320-MC3	A31721	2002	L02	65.50 GALS

HYUNDAI

<u>MODEL</u>	<u>SERIAL#</u>	<u>YEAR</u>	<u>BG#</u>	<u>FUEL CAPACITY</u>
757-7	110499	2005	L03	78.00 GALS ***
757-7	110709	2005	L04	78.00 GALS ***

FINTEC - CRUSHER

<u>ENGINE#</u>	<u>SERIAL#</u>	<u>YEAR</u>	<u>BG#</u>	<u>FUEL CAPACITY</u>
		2005		65.5 GALS ***
		2007		65.5 GALS

LINKBELT

<u>MODEL</u>	<u>SERIAL#</u>	<u>YEAR</u>	<u>BG#</u>	<u>FUEL CAPACITY</u>
330LX Tier III	K6J61624/ Q3N6HEX7046	2006	E13	153.00 GALS ***

CATERPILLAR

<u>MODEL</u>	<u>SERIAL#</u>	<u>YEAR</u>	<u>FUEL CAPACITY</u>
330DL-W/GRAPPLE	CAT0330DAMWP01139	2007	160.00 GALS ***
330 -W/MUNCHER	CAT33DLMWP00700		
345CL	CAT0345CCPJW00809	2006	160.00 GALS ***
345BL	4SS01067	2005	160.00 GALS
308B W/HAMMER	BXT02633	2008	16.00 GALS ***
308B W/HAMMER	BXT02705	2008	16.00 GALS ***
H130S	7CM04231 (HYDRAULIC HAMMER)		

MINI EXCAVATOR

<u>MODEL</u>	<u>SERIAL#</u>	<u>ENGINE#</u>	<u>FUEL CAPACITY</u>
CAT301.8	5DW08118	BFA03180	5.30 GALS

BOBCAT

<u>MODEL</u>	<u>MODEL#</u>	<u>SERIAL#</u>	<u>YEAR</u>	<u>FUEL CAPACITY</u>
SKID STEER	T190	531613054	2006	5.30 GALS
SKID STEER	T190	531613985	2006	5.30 GALS
SKID STEER	S220	526215540	2005	5.30 GALS ***
SKID STEER	S220	526211894	2004	5.30 GALS

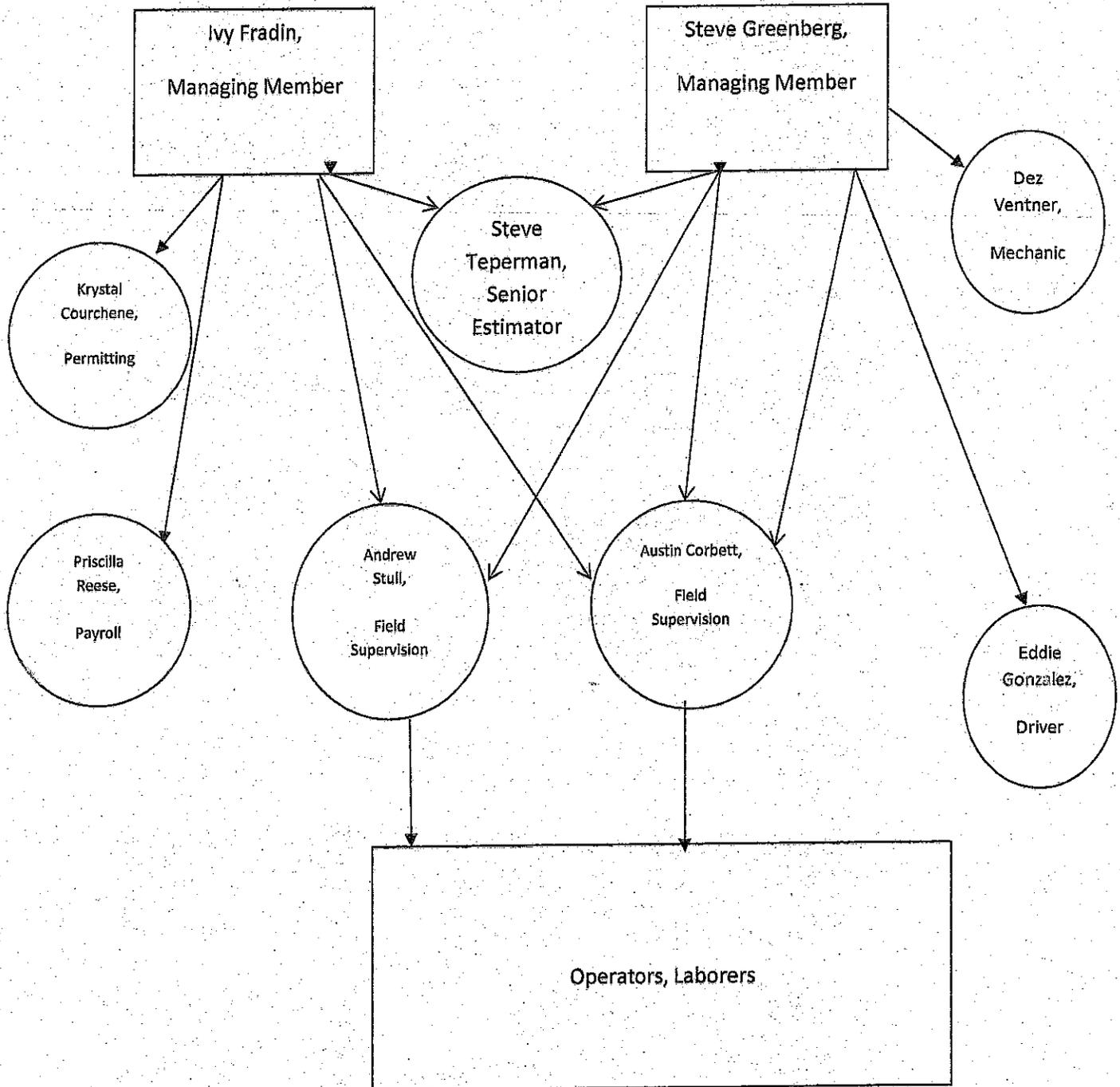
CATERPILLAR SKIDSTEER

<u>MODEL</u>	<u>SERIAL#</u>	<u>YEAR</u>	<u>FUEL CAPACITY</u>
226B Series II	MJH09219	2008	5.30 GALS ***
226B Series II	MJ09240	2008	5.30 GALS ***
224B	CAT00252VFDG00659	2008	5.30 GALS ***
216B	5FZ03830	2008	5.30 GALS

Anticipated Manpower: 14 @ 12 HRS. PER DAY.

POSSIBLE EQUIPMENT TO BE UTILIZED: ****

The BG Group, LLC



Ivy Fradin
3640 Carlton Place
Boca Raton, FL 33496
561.999.0935

Ivy Fradin is currently a Managing Member of The BG Group, LLC, a leading demolition company in South Florida. In this capacity, she is responsible for Management of the Firm, focusing on Client Relations, Accounts Receivable, Sales and Marketing, and Back Office Management. She brings with her significant client contacts, management expertise, tenacity and field knowledge and uses all of these traits to optimize the success of The BG Group.

Prior to co-founding this business seven years ago, Ms. Fradin spent 14 years in the Financial Services industry. She has extensive experience in the Private Banking, Investment Banking, Venture Coverage and Research businesses. She was most recently a Managing Director and Private Banker with Deutsche Bank Private Banking (formerly Bankers Trust Private Banking) based in Palm Beach, where her primary responsibilities included new business development and relationship management in the family office and ultra high net worth individual client segments.

Immediately prior to joining the Private Bank, Ms. Fradin spearheaded Deutsche Bank's Venture Coverage Services Group in the Mid-Atlantic and Southeastern regions, acting as the key interface between the venture and LBO communities and the Firm's origination activities. She also served as the Chief Operating Officer of the Firm's Internet Capital Markets Practice. From 1993 until early 2000, Ms. Fradin was the Firm's Associate Director of North American Equity Research, responsible for the Health Care, Media, Technology, Telecommunications and Transportation/Aerospace sectors. She thus was a continuous part of the Equity Research Management team both when Bankers Trust bought Alex. Brown & Sons in 1997 and when Deutsche Bank bought BT Alex. Brown in 1999. Before that, she spent three years as an Institutional Salesperson for Alex. Brown & Sons covering accounts in Switzerland, the Netherlands and the Caribbean.

Ms. Fradin graduated magna cum laude with the Honor of Distinction from Duke University with a B.A. degree in Economics, and she earned her Chartered Financial Analyst designation in 1992. She is a member of the Association of Investment Management and Research (AIMR), as well as of the Phi Beta Kappa National Honor Society and the Duke University Alumni Association. She is actively involved as a volunteer with Saint Andrew's School, SOS Children's Village-Florida and the Boca Jets Lacrosse League. Ms. Fradin is married to Steve Greenberg and has two children, Alec and Kendall.

Steven Greenberg
3640 Carlton Place
Boca Raton, FL 33496
(561) 999-0935

WORK EXPERIENCE:

*The BG Group LLC, Managing Member and Co-Founder
2003-present*

- The premier demolition firm in Florida, focusing on demolition, asbestos abatement, excavation, recycling and aggregate and concrete crushing
- Daily responsibilities include:
 - Financial management of the company, payroll, insurance, contract negotiation and preparation, field supervision
- Florida Certified General Contractor License—2006—
CGC 1511135
- Notable clients include:
 - Real Estate Developers and Corporations such as: Flagler Development; Prime One Outlets; The Related Group; Tropicana; WCI Communities
 - General Contractors such as: Balfour Beatty Construction; Elkins Constructors; IDC Construction; John Moriarty & Associates; Stellar; Suffolk Construction; Whiting-Turner
 - Municipalities including: City of Miami; Daytona Beach Housing Authority; Palm Beach County; The School District of Palm Beach County; South Florida Water Management District
 - Local Contractors such as: BJ&K Construction; Catalfumo Construction; Hodgen Construction; The Weitz Company

*Foxe Chase Estates LLC, Partner and Co-Founder
2000-2002*

- Built five ultra high-end custom homes in South Florida
- Uniquely located lots are as far North as Point Manalapan and as far South as Spanish Trails and price points range from \$2.4 million to \$4.5 million

*The Card Shop, CEO and Founder
1983-2000*

- Developed a specialty store concept and grew it to a chain of 13 stores, all located in Maryland
- Focused on the high end consumer via a destination shop carrying an array of cards, gifts, invitations, collectibles, party goods and candy
- Generated annual sales in excess of \$8 million
- Culminated in selling all stores successfully to Hallmark

EDUCATION:

George Washington University, 1981

- BA in Advertising and Design

PERSONAL:

- Live in Boca Raton, Florida with wife and two children

STEVEN A. TEPERMAN

OBJECTIVE

- To compliment my years of practical experience within the Demolition Industry throughout North America, as a management consultant, market analysis, business development and ability to streamline existing operations towards greater efficiency and cost reduction and benefits.

EDUCATION

- M.B.A. in Finance and Accounting University of Windsor
- B.A. (Honours) Wilfrid Laurier University
- Certificate in Drafting & Blueprinting Ryerson Polytechnical School

PROFESSIONAL MEMBERSHIPS

- Appointed by Ontario Ministry of the Attorney General as a Commissioner for taking Affidavits since 1989.
- Hoisting Engineer-Mobile Crane Operator Certificate of Qualifications under the *Apprenticeship and Tradesmen's Qualification Act.* since 1983.
- OSHA 40 hour certificate (September, 2004) and First Aid & CPR certificate (August, 2004)

PROFESSIONAL EXPERIENCE

- **Senior Estimator and Project Manager for The BG Group LLC, October 2006- present**
 - Assembled and prepared all project estimates in Florida and provided complete project management capabilities on successful bids.
 - Provided Marketing and Business Development on new and potential projects in Florida.
 - Prequalified The BG Group LLC with General Contractors, Owners and suppliers in the Florida Market.
- **Senior Estimator and Project Manager for D.H. Griffin Wrecking Co., Inc. October 2004 to 2006**
 - Assembled and prepared all project estimates in South Florida and provided complete project management capabilities on successful bids.
 - Provided Marketing and Business Development on new and potential projects in Florida.
 - Prequalified D.H. Griffin Wrecking with General Contractors, Owners and suppliers in the South Florida Market.

- **Sole Estimator, Project Manager, President of the Demolition Division for The BG Group, LLC July 2003 to September, 2004**
 - Assembled and prepared all job estimates, submitted quotations and provided complete project management capabilities on successful bids.
 - Involved in Marketing and Business Development on new and potential projects in all of the State of Florida.
 - Created a successful new business enterprise in less than a year's operation in the State of Florida.

- **Chief Estimator for Brandenburg Industrial Service Company, Michigan Division July, 2002 to June, 2003**
 - Assembled and prepared job estimates, submitted quotations and managed successful projects between company Operations and Clients.
 - During my term, doubled the sales volume of the Division and fostered new working relationships new General Contractors and client base.
 - Assisted in establishing Brandenburg's significant presence in the new market regions of Michigan and Ohio.

- **President of Teperman and Sons (Canada) Limited and Teperman Wrecking Inc. 1996 to June, 2002**
 - Union and non-union project management contractor in the Construction Sector in Southern Ontario
 - Supervise and administer all contracts, specifications, disputes, work assignments and classifications and negotiations with clients and other Contractors
 - Appeared and represented the Corporation numerous times as a neutral consultant and expert witness in litigation involving demolition matters.
 - Appeared as a guest speaker in Vancouver, British Columbia before the American Gas Association on demolition cost studies as they pertain to Power Utility Plants in the United States.

- **Management Consultant for ICONCO, Inc. Oakland, California July 1996 through to December, 1996**
 - Development of U.S. demolition firm ICONCO's Canadian businesses in the Western Canadian market, primarily in the pulp and paper industry, allowing ICONCO to grow and

diversify into this new market, working under a TN-1 Visa.

▪ **Vice President and later President of Teperman and Sons Inc.
1983 - 1996**

- Union Demolition Contractor in the Construction Sector.
- Responsible for handling all matters pertaining to the entire Corporation as to staff, projects, clients and financial institutions
- Appeared on behalf of the Corporation on matters involving contract disputes, litigation matters and labour issues before government Tribunals and Courts of Law.
- Authored numerous demolition studies for various Power Utilities in Canada and the United States. Appeared in Court Tribunals as an expert witness based on the results of these studies.
- Worked with senior management in a variety of Industries to develop and implement future demolition budgets and procedures
- Successfully represented the Corporation in an Arbitration Hearing in Chicago, Illinois before the American Arbitration Association in 1995.

▪ **President of Cardinal Waste Management Limited
1987 - 1997**

- Managed and Directed the Waste Management Corporation of 25 employees and 20 disposal trucks with contracts throughout Metropolitan Toronto and surrounding vicinity.

▪ **President, Global Demolition Limited
1982 - 1983**

- Operated a non-union demolition company that was successful in Section 1 (4) application by the Union only to lose to a certification vote.

▪ **General Manager of Western Canada Operations for
Teperman and Sons Limited
1979 - 1982**

- Managed and directed all operations of a demolition company based in Calgary, Alberta.
- Responsible for sales, contract administration, employee

Andrew Daniel Stull

5244 Quiet Creek Lane
Lakeland, Florida 33811
(863) 937-3873 home
(863) 899-6784 cell

SKILLS

Interior and Structural Demolition
Certified Asbestos Abatement
Superintendent
Heavy Equipment Operator
Concrete Cutting and Coring
Welding

General Construction
Painting
Drywall Framing and Hanging
Basic Mechanical Knowledge
Electrical Repair

EXPERIENCE

The BG Group LLC Boca Raton, FL

Superintendent - From May 2010 until present. Responsible for the everyday operation of Central, West and North Florida demolition and abatement projects. Duties included scheduling of manpower and equipment, safety supervision as well as keeping the jobs on time and within budget, and dealing with the clients and vendors.

Invision Construction Inc. Lakeland FL

Superintendent - From Sept 2006 until Jan.2010 Responsible for the everyday operation of the demolition division of Invision Construction, Inc. Duties included scheduling of manpower and equipment as well as keeping the jobs on time and within budget, and dealing with the clients and vendors. Worked on jobs from \$3000 to \$ 400,000 one to five stories in size.

National Tenant Improvements, Sarasota, FL

Superintendent- June. 2003 to Sept 2006 Lined up subcontractors for various jobs; wrote punch list for subcontractors; making sure trades were completed properly, on time, and within budget; keep track of all additional scopes of work; liaison between NTL and local building department, handled jobs from permitting to final inspection and certificate of occupancy

Assistant Superintendent- Jan. 2002 to Jun. 2003

In charge of demolition crew, supported the superintendent with framing, electrical, and ceiling layouts

Skilled Labor- Apr. 2001 to Jan. 2002

Installed hardwood floors, framed ceiling and walls for retail stores, installed Acoustical Ceilings and painted

EDUCATION

April 2006- General Education Diploma
Enterprise High School

REFERENCES Available upon request

Austin Corbett
231 Princeton Drive
Lake Worth, FL 33460
561.441.5302

Austin Corbett is currently a Field Supervisor with The BG Group, LLC, a leading demolition company in South Florida. In this capacity, he is responsible for overseeing all work outside the office, including demolition plans, project management, field personnel oversight and onsite client interactions.

With The BG Group since 2007, Mr. Corbett has worked on a variety of projects including demolition of structures as high as 31 stories, overnight work involving cranes, detailed work at the Port, dismantling of elevated and exceptionally large water towers and various other intricate, and more routine, projects.

Prior to joining The BG Group, Mr. Corbett worked in the demolition business with his family in both Florida and New York, and also in the block and masonry business since 2000. Projects at that time include The World Trade Center and The Deutsch Bank Building in NYC.

Mr. Corbett graduated from high school in 2006 and is qualified in rigging and OSHA-certified.

7005

AC# 6164027

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12061500895

DATE	BATCH NUMBER	LICENSE NBR
06/15/2012	118204508	GGC1511135

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

GREENBERG, STEVEN
THE BG GROUP LLC
1140 HOLLAND DRIVE
BOCA RATON
SUITE 19
FL 33487

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.taxcollectorpbcc.com Tel: (561) 355-2272

LOCATED AT

1140 HOLLAND DR
BOCA RATON, FL 33487

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	GREENBERG STEVEN	GGC1511135	U12.589193 - 07/13/12	\$27.50	B40028989

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2012/2013 LOCAL BUSINESS TAX RECEIPT

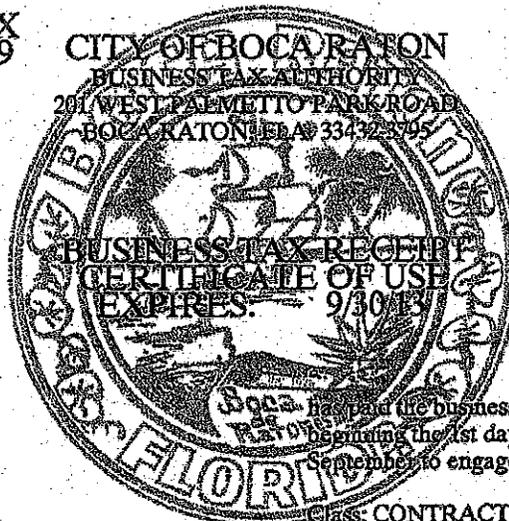
LBTR Number: 200621397
EXPIRES: SEPTEMBER 30, 2013

This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.

LOCAL BUSINESS TAX
RECEIPT # 13 00040569

BG GROUP LLC - THE
GREENBERG, STEVEN R.
1140 HOLLAND DR 19

BG GROUP LLC - THE
1140 HOLLAND DR 19
BOCA RATON FL 33487



THIS IS NOT A BILL

Any changes in name, address, suite, ownership, etc. will require a new application within 15 days to avoid penalty or the license is null and void.

Business Tax fee:	105.00
Penalty fee:	.00
Late fee:	.00
Additional fee:	.00
Transfer fee:	.00
Total paid:	105.00

Class: CONTRACTOR-BUSINESS QUALIFE



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Navigation

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- [Vendor Search](#)
- [Commodity Search](#)
- [PO Search](#)

THE BG GROUP LLC

Address:	1140 HOLLAND DRIVE, SUITE # 19 BOCA RATON FL 33487
County:	56 PALM BEACH
Registration Status:	DMS REGISTERED
OSD Classification:	M NON-MINORITY WOMAN, CERTIFIED Certified: 10/26/2011 - 10/26/2013 (Current)
Business Designation:	1 CORPORATION, PROFESSIONAL ASSOCIATION AND PROFESSIONAL CORP
Contact:	IVY FRADIN (561) 998-7997
Electronic Address:	STEVE@THEBGGROUP.NET
Active Status:	Active
Bid Regions:	STATEWIDE
Source:	MFMP and FLAIR

Matching Commodities

Class-Group	Item	Detail	Description	Contract
991-000	000	0000	CONTRACTUAL SERVICES, TECHNICAL, & OTHERS	
991-260	000	0000	DEMOLITION & REMOVAL SERVICES (ALL TYPES)	
991-320	000	0000	ENVIRONMENTAL CLEANUP AND RESTORATION SERVICES	
991-325	000	0000	ENVIRONMENTAL CLEANUP,	
991-330	000	0000	EXCAVATING SERVICES	
991-387	000	0000	HAZARDOUS MATERIALS STORAGE TANKS, REMOVAL, REPLACEMENT, & ENVIROMENTAL MITIGATION	
991-390	000	0000	HAZARDOUS WASTE DISPOSAL SERVICES	
991-390	030	0000	COOLANT, SPENT, AUTOMOTIVE ENGINE, COLLECTION AND DISPOSAL,	
991-753	000	0000	SITE WORK, LAND CLEARING SERVICES,	

Displaying rows 1 through 9 of 9.

Previous 1 Next

Execution Time: 0.03 seconds

For assistance please contact the
MyFloridaMarketPlace Customer Service Desk
 M - F 8:00 a.m. - 5:30 p.m. EST
 Phone 1-866-352-3776 (toll free)
 Vendor email assistance: vendorhelp@myfloridamarketplace.com
 Agency email assistance: buyerhelp@myfloridamarketplace.com

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TABLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2012

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

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

PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33084		CONTACT NAME: PHONE (A/C No. Ext): 954-941-0900 FAX (A/C No.): 954-941-2006 E-MAIL ADDRESS: certs@bgsagency.com	
INSURED The BG Group, LLC 1140 Holland Drive, Suite #19 Boca Raton FL 33487		INSURER(S) AFFORDING COVERAGE INSURER A: American Safety Indemnity Company INSURER B: Bridgefield Employers Ins. Co./Summ INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES REVISION NUMBER:
CERTIFICATE NUMBER: 950872704

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU/Contractual <input checked="" type="checkbox"/> Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	ENV0273151203	11/10/2012	11/10/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 BI/PD Deductible \$5,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS \$10,000		ENU0273461203	11/10/2012	11/10/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	083049393	11/10/2012	11/10/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: Northwest Gardens II. Certificate holder is listed as an additional insured on General Liability coverage only as their interest may appear when required by written contract (per attached CG2010 07/04). When required by written contract, the insurance evidenced by this certificate shall be primary and non-contributory to any other insurance available to the additional insured's named above (per attached ENV98036 11/04). Waiver of subrogation is provided under the General Liability (per attached CG2404 10/93) and Workers Compensation policy in favor of the Certificate Holder when required by written contract.

CERTIFICATE HOLDER BJ&K Construction, Inc. 970 W. McNab Road Suite 210 Fort Lauderdale FL 33309	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III - LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows.

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured and the contract is executed prior to the start of the project.	Where specified by written contract.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured and the contract is executed prior to the start of the project.	Where specified by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ACORD™

Client#: 83931 BGGRO
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2012

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

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

PRODUCER
Advanced Insurance Und. (Boca)
21845 N Powerline Rd-Ste 205
Boca Raton, FL 33433
561 807-0900

INSURED
The BG Group, LLC
1140 Holland Drive, Suite 19
Boca Raton, FL 33487

CONTACT NAME: Linda Sweet
PHONE (A/C, No, Ext): 954 416 9646 FAX (A/C, No):
E-MAIL ADDRESS: lsweet@advancedins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nationwide Mutual Insurance Com	23787
INSURER B: Scottsdale Insurance Company	41297
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSUR LTR	TYPE OF INSURANCE	ADDL INSUR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA00000021040N	06/14/2012	05/12/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XLS0085488	11/12/2012	05/12/2013	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 WC STATUTORY LIMITS OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blanket Additional Insured with respect to Auto when required by written contract. Blanket waiver of subrogation with respect to auto when required by written contract.
Attach CA-7360

CERTIFICATE HOLDER
Palm Beach County Contractors Certification
2300 North Jog Road, Ste. 2W-61
West Palm Beach, FL 33411

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

THE BG GROUP LLC

TAB 8

City of Fort Lauderdale
Jim Hemphill
Sr. Procurement Specialist
Procurement Department
Phone: 954-828-5143
Email: jhemphill@fortlauderdale.gov
Fax: 954-828-5576

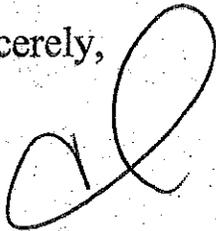
December 10, 2012

To Whom It May Concern:

Give our ownership of the equipment listed in Tab 4 and our nearly 50 trained employees, we, The BG Group LLC, are fully able to assign appropriate resources to the City of Fort Lauderdale's account in a timely manner.

Please let us know if you have any other questions.

Sincerely,

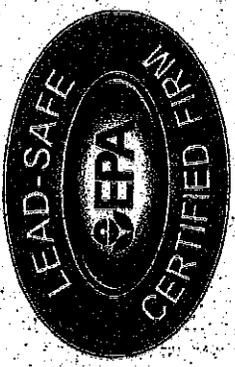


Ivy Fradin, Managing Member

1140 Holland Drive, Ste 19 • Boca Raton, FL • 33487 • 561-998-7997 • Fax: 561-998-8815
email: info@thebggroup.net

United States Environmental Protection Agency

This is to certify that



has fulfilled the requirements of the Toxic Substances Control Act, Section 402, and has received certification to conduct lead-based paint renovation, repair, and maintenance pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires December 24, 2015

NAT-86772-1
Certification #
December 12, 2010
Issued On

Michelle Price
Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch



TQB 9



EPA Lead-Safe Certified Firm Logo Use Guidelines

EPA Lead-Safe Certified Firm Logo Use Guidelines

What is the Lead-Safe Certified Firm Logo?

The Lead-Safe Certified Firm Logo identifies a firm as certified under the Renovation, Repair, and Painting (RRP) Rule. The colors used to make the 2-color logo are Pantone 362C (green) and Pantone 660C (blue). The font is Helvetica.

What are the guidelines for using the Logo?

The Logo must be reproduced so that all of its components are legible and includes your firm's certification number. The Logo must not be altered or distorted in any way.

You MAY --

- Use the Logo to identify your firm as an RRP-certified firm. Firms that are not RRP-certified may not use the Logo.
- Use the Logo in brochures, advertisements, Web sites, proposals, bills, signs, uniforms, vehicles and other materials promoting or identifying your firm.
- Use the Logo on documents or other materials in black and white or color (2-color or 4-color versions are available).

You MAY NOT --

- Use the Logo in any manner that would imply EPA endorsement of a company, its products or services.
- Reduce the Logo to a size smaller than one inch wide by 0.687 inches in height.
- Allow a firm that is not RRP-certified (including your subcontractors) to use the Logo.

EPA will monitor the use of all Logos. If necessary, EPA will address failure to comply with these Logo Guidelines. To report a non-compliant use of the Logo, please contact EPA at 1-800-424-LEAD.

EPA will be e-mailing instructions on where to download your custom logo to the e-mail address listed on your firm certification application. For further questions regarding your logo, please contact the National Lead Information Center (NLIC) at 1-800-424-LEAD.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

December 13, 2010

Ivy Fradin
The BG Group, L.L.C.
1140 Holland Dr. #19
Boca Raton, FL 33487

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

Dear Ivy Fradin:

Thank you for applying to the U.S. Environmental Protection Agency (EPA) for certification to conduct Renovation, Repair and Painting Activities in target housing and child-occupied facilities. I am pleased to inform you that, pursuant to 40 CFR Part 745, Subpart E, your renovation, repair and painting firm is certified! Your certificate is enclosed.

This firm certification expires on December 24, 2015 and is valid in all EPA Administered States, Tribes, and Territories. However, if a State in which you are certified obtains program authorization during the term of this certification, the scope of your certification will be diminished to exclude the affected area.

Your EPA firm certification is subject to the following restrictions:

- 1) Individual states and Indian tribes, whether authorized or not, are not required to accept EPA certification and may accept or reject it under its own authority. Please be aware that your EPA certification does not relieve you of any obligations you may have to any State or Indian tribe regarding lead-based paint activities.
- 2) EPA certification is specific and limited as described above. If you wish to obtain certification in other lead-based paint disciplines, you must apply separately.
- 3) In advertising the EPA certification, firms must indicate clearly that the firm is certified only for purposes of Section 402 of TSCA. Failure to accurately state EPA certification conditions could result in EPA suspending or withdrawing certification.
- 4) EPA may conduct audits and/or inspections to ensure continued compliance with regulatory standards, and may revoke or suspend its certification if subsequent alterations or deviations result with the firm no longer meeting the standards found at 40 CFR Part 745, Subpart E.

If you have questions about the RRP rule or need assistance, please contact the Regional Lead Coordinator, Elizabeth Wilde, of the EPA Region 4 staff at 404-562-8998. If you have any questions about your RRP firm certification, please contact the National Lead Information Center at 1-800-424-LEAD and refer to Application ID number 99810. Congratulations, and thank you for your interest in being a certified renovation, repair and painting firm.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michelle Price".

Michelle Price Chief
Lead, Heavy Metals, and Inorganics Branch

Enclosure

THE BG GROUP, GC References

TAB 10

General Contractor: BJ&K Construction
General Contractor Contact: Brad Runyon, Ian Hamer, Steve Woods
Phone: 954.974.9181

General Contractor: Arellano Construction
General Contractor Contact: Orlando Gonzales
Phone: 305.796.0405

General Contractor: Butters Construction
General Contractor Contact: Mark Butters, Peter Huntington
Phone: 954.570.8111

General Contractor: James A. Pirtle Construction
General Contractor Contact: Denis Beran, Matt Mahoney
Phone: 954.797.0410

THE BG GROUP, Municipal References

Project Name: Palm Beach County Project No. PBC 08395
Project Date: October 2004-present; annual contract
General Contractor: Palm Beach County
General Contractor Contact/Phone: John Tierney, 561.233.0252
Brief Description of Project: Annual Palm Beach County contract for all demolition within the county

Project Name: Multiple locations
Project Date: April 2006-current
General Contractor: City of Delray Beach
General Contractor Contact/Phone: Jeff Costello, 561.276.8640
Brief Description of Project: Demolition of various commercial and residential locations

Project Name: Miami City Wide Demolition—annual contract
Project Date: July 2006-current
General Contractor: City of Miami
General Contractor Contact/Phone: Mariano Fernandez, 305.416.1101 or Ray Benitez, 786.412.7849
Brief Description of Project: Annual demolition

Project Name: Palm Beach County Wastewater Treatment Plants
Project Date: April 2006-current
General Contractor: Palm Beach County
General Contractor Contact/Phone: Duane Palumbo, 561.493.6000
Brief Description of Project: Demolition of multiple wastewater treatment plants



Project Advantage Group

155 N BROADWAY
PO BOX 88
SALEM, NEW HAMPSHIRE 03078
Telephone (603) 898-6110
Facsimile (603) 890-1070

December 8, 2010

Ms. Ivy Fradin
The BG Group LLC
1140 Holland Drive #19
Boca Raton, FL 33487

RE: 1515 South Flagler Drive
W Palm Beach, Florida

Dear Ivy:

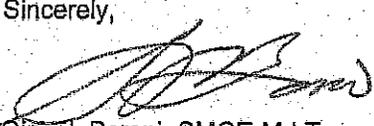
This letter is in recognition of you and the entire BG Group project team on the abatement and demolition engagement at The Modern, 1515 South Flagler Drive in West Palm Beach, Florida wherein Trident was the Owner's Project Management firm. Your crew's performance was organized, timely and efficient on a very unique demolition/implosion project in the local area.

The BG Group's ability to execute while under the watchful eye of the DEP and the detail-oriented and observant City of West Palm Beach officials was an important part of the overall project's success in gaining final approval of the project's discretionary permits. The demolition by implosion of a 30-story tower is a challenge in any instance, but particularly when it is less than 100 feet from its neighbors to the north, south and west, and S Flagler Drive and the inter-coastal waterway on the east of the site. Moreover, the efforts required to satisfy the City's developing requirements for this first-time "implosion" were demanding. As part of the Owner assembled project team, you provided essential data and attended the many public hearings to present same. Your team undertook the process—from abatement to interior stripping to actual implosion and final sitework—in a professional manner.

We especially appreciated your willingness to attend numerous city commission meetings and other meetings with city officials and the public to answer questions and to prepare them for the unusual and high profile events of an implosion. Your coordination efforts with Fire, Police, Coast Guard, the neighboring associations and others were appreciated. We also recognize your team on reaching out for the Owner's approval to distribute to local charities as the BG Group salvaged the numerous, and sometimes "like new," appliances that remained in the building. Additionally, your other recycling efforts for the metal and concrete demolition by-products were in keeping with good sustainable and green building concepts.

We would be happy to consider The BG Group again if the opportunity presents itself, and welcome you to use us as a reference.

Sincerely,



Gino J. Baroni, SMCE M.I.T.
Owner and Managing Principal

DEVELOPMENT
MANAGEMENT

CONSTRUCTION
MANAGEMENT

PROJECT
MANAGEMENT



September 13, 2010

Ivy Fradin
The BG Group LLC
1140 Holland Drive #19
Boca Raton, FL 33487

Re: I-595 Bridge Demolition

Dear Ivy:

We would like to thank you and the entire BG Group team for the successful performance on the initial demolition of Bridge 860357(I- 595 West Bound over Pine Island) Project # 420809-3-52-01. As you are aware this was the first activity scheduled for the 1.3 Billion Dollar I-595 Expansion that impacted traffic and as such The BG Group was subject to intense oversight.

Your crew's ability to perform the required demolition within the project's time constraints, maintaining consistent cleanup of debris, providing on-time delivery of roadway and satisfying the customer's safety concerns have been vital to our success. We are confident that the BG Group will maintain the same high standards during the second phase of demolition scheduled for 1st quarter of 2011.

We look forward to future work with The BG Group LLC.

Sincerely,

Jeff G. Jones
Project Executive
Baker Concrete Construction, Inc.

JAMES B. PIRTLE CONSTRUCTION CO., INC.

D/B/A PIRTLE CONSTRUCTION COMPANY

DESIGN BUILDERS • CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

5700 GRIFFIN ROAD • DAVIE, FLORIDA 33314 • BROWARD (954) 797-0410 • DADE (305) 944-2262 • FAX (954) 797-6330

Friday, April 09, 2010

OWNER*070
FAX/MAIL

THE BG GROUP, L.L.C.
3851 N.W. 65th Drive
Boca Raton, FL 33496

Attn: Ivy Fradin

Re: PALM BEACH GARDENS HIGH MODERNIZATION
Project No: 1371-7506
Letter of Recommendation

Dear Ms. Ivy Fradin:

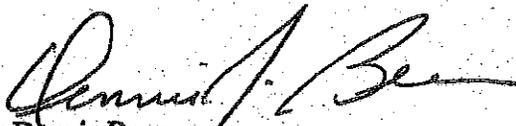
This letter is to commend you and the entire The BG Group team on a demolition job well done at Palm Beach Gardens High School.

Specifically, your crew's ability to perform the demolition of the multiple structures over the past few months, according to our plans and specifications, went very well. We especially appreciate your safe, timely and efficient performance while our adjacent new school was in operation. And we also commend you for crushing the concrete onsite to optimize the environmental friendliness of this project.

Your contract work was performed on time and on budget, and you ably accommodated our Owner-directed change order requests.

We would look forward to the opportunity to work with The BG Group again if the opportunity presents itself, and welcome you to use us as a reference going forward.

Very truly yours,
JAMES B. PIRTLE CONSTRUCTION CO., INC.


Dennis Beran
Project Manager

SUFFOLK

Ivy Fradin
The BG Group LLC
1140 Holland Drive #19
Boca Raton, FL 33487

April 9, 2010

Dear Ivy,

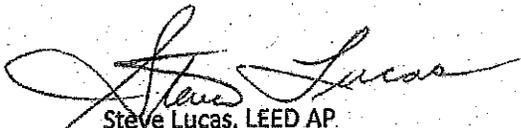
This letter is to thank you and the entire The BG Group team on a demolition job well done at Miami Beach Senior High School.

Your company did a commendable job on this multi-year phased project, on the total and selective demolition of various structures from 2006-2009. You took care to operate in a safe, timely and efficient manner, especially given that our school was in operation, and were always accessible and accommodating to our needs.

Your contract work was performed on time and on budget, and you competently managed our Owner-directed change order requests.

We would be happy to work with The BG Group again if the opportunity presents itself, and welcome you to use us as a reference going forward.

Sincerely,


Steve Lucas, LEED AP
Suffolk Construction Company

MINORITY BUSINESS ENTERPRISE PARTICIPATION

The BG Group is certified as a Minority Business Enterprise with the state of Florida, being 51% owned by a female. Managing Member: Ivy Fradin, CFA (15 years experience in Investment Banking; ran a division with 300 people; Duke University Phi Beta Kappa graduate).

In addition:

- Of our 10 managerial and office staff, four are women, one of whom is Hispanic—so 50% are M/WBE
- Of our 35 employees, including operators and laborers, 14 are black, 12 are Hispanic, one of which is a woman—so 74% are M/WBE.
- Overall for our company, 64% is M/WBE. Breaking it down, 11% of our team is female, 26% is black and 32% is Hispanic (male and female).

SAFETY RECORD AND DRUG FREE PROGRAM

The BG Group LLC prides itself on our safety programs and safety record. Our safety director is Managing Member Steve Greenberg. We have written safety manuals, hold weekly safety meetings on our job sites and provide OSHA training for our employees. When onsite, each of our employees uses individual safety equipment including, at a minimum, hard hats, work boots, vests and safety gloves and goggles. We also use maximum safety equipment as pertains to any given task at hand. Our EMRs are as follows for the past few years: 2011: 1.44; 0: 1.22; 2009: 0.88; 2008: 0.80; 2007: 0.82; and 2006 0.86

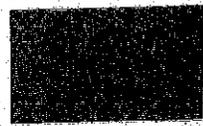
The BG Group LLC drug tests each of our employees at hire and on a regular basis.



The photograph above is of our front door.

CORPORATE SOCIAL RESPONSIBILITY

The BG Group takes its corporate social responsibility to heart and is an active participant in many charitable organizations. Specifically, since its inception, The BG Group has been a big supporter of The Susan B. Komen Breast Cancer Foundation, The Wellness Community of Greater Miami and the Parent Project for Muscular Dystrophy. In fact, each holiday season, donations are made by The BG Group on behalf of our customers in lieu of holiday cards and gifts to these and other worthy causes. Also, our principals are active and have taken leadership and board roles at these charities and several others.



THE BG GROUP LLC

LIST OF ANY SUBCONTRACTORS

AT THIS POINT, WE WILL ONLY SUBCONTRACT OUT THE ASBESTOS ABATEMENT, AND WILL CHOOSE OUR LICENSED FLAC FROM THE FOLLOWING LIST, BASED ON BEST PRICING AND RESPONSIVENESS.

ACT INC

PRISM ENVIRONMENTAL

SIMPSON ENVIRONMENTAL

THE BG GROUP, GENERAL PRE-QUALIFICATION INFORMATION

General Information:

Name: The BG Group, LLC
Address: 1140 Holland Drive, Suite 19, Boca Raton, FL 33487
Tel: 561.998.7997
Fax: 561.998.8815
Managing Member: Steven Greenberg, cell 561.715.0013
Email: steve@thebggroup.net
Date Founded: January 28, 2003
Company Structure: LLC
License Number: CGC 1511135; QB 24967
FEIN: 81-0593332

Names, Birth Date and Addresses of Officers:
Steven Greenberg, 2/16/59 3640 NW 62 Street, Boca Raton, FL 33496
Ivy Fradin, 12/03/67 3640 NW 62 Street, Boca Raton, FL 33496

Minority owned? Yes, M/WBE with State of Florida
Small business? Yes, SBE certified with Palm Beach County and SFWMD
LEEDS-experienced

Work Classification:

Scope of Work: Demolition, Environmental Remediation and Concrete Crushing
NAICS Codes: 238910, 213112, 532412, 562910
Areas in which licensed: Florida, all counties
Yrs Performing Work: 35+

Full Time Personnel: **Over 40 fulltime people in organization, including:**

- Steven Greenberg, 10 years demolition, 22 years construction exp.
- Ivy Fradin, 8 yrs demolition & recycling experience, 12 yrs investment banking
- Steven Teperman, 30 years demolition experience
- Austin Corbett, 12 years demolition/heavy eq. exp.
- Andrew Stull, 12 years demolition and construction experience

Banking Institution:

Bank: Wells Fargo
Contact: Kelly Thill, Vice President
Address: 980 North Federal Highway, Boca Raton, FL 33432
Phone: 561.393.3475
Fax: 561.393.9867

Bonding Institution:

Bonding Company: International Fidelity Insurance Company
Bonding Agent: AON Risk Services
Resident Agent: Michael Marino
Phone: 305.961.6075
Fax: 305.372.8087

THE BG GROUP, GENERAL PRE-QUALIFICATION INFORMATION

Insurance Institutions:

Insurance Agency: Advanced Insurance Underwriters
Address: 3250 North 29th Avenue, Hollywood, FL 33020-1313
Contact: Chuck Hemphill, (954) 416-9698

- Auto--\$1 million

Insurance Agency: Bateman, Gordon & Sands
Address: 3050 North Federal Highway, Lighthouse Point, FL 33064
Contact: Paul De Silva, (954) 941-0900

- General Liability--\$1 million/\$2 million
- Umbrella--\$5 million
- Pollution

Insurance Agency: Advanced Comp
Address: 170 Fitzgerald Road, Ste 2, Lakeland, FL 33813
Contact: Jody Fetz, (863) 646-3332

- Workers Comp and Employer's Liability--\$1 million/\$1 million
 - Exp. Mod Rate: 2012: 1.44; 2011: 1.44; 2010: 1.22; 2009: 0.88; 2008: 0.80; 2007: 0.82; 2006: 0.86

OSHA Recordable Incidents:

- 2006--no incidents
- 2007--no incidents
- 2008--no incidents
- 2009--no incidents
- 2010--no incidents

Safety Program:

- Our current safety program is documented in a manual that is produced by the National Association of Demolition Contractors and approved by OSHA.
- Monthly safety audits conducted for job sites
- Safety training for field supervisors: in-house training, safety videos, first aid courses, Safe2Work modules
- Safety training for field workers: Safe2Work modules, safety videos, weekly onsite safety meetings
- Random Drug Testing performed by WTC Backgrounds

References from material suppliers with whom we've worked on recent completed contracts:

- Al Hoffers' Pest Protection, Coral Springs FL; 561-487-2847
- Southern Waste Systems; Tony Badala; 561.202.2447
- H&E Equipment, FL; Nestor; 954-781-3099
- Macmillan Oil; Mel; 305-691-7814
- Waste Management; Pompano Beach, FL; Steve Clark; 954-984-2066

THE BG GROUP, Current Projects/References

Project Name: Canoe Creek, Turkey Lake, Fort Pierce and Fort Drum Service Plazas—
Project Date: December 2011-present
General Contractor: Arellano/OHL/Stride Group
General Contractor Contact/Phone: Ruben Tapia, 305.345.9581
Brief Description of Project: Selective and total demolition at turnpike plaza
Contract Amount: about \$350,000

Project Name: AeroTerm Buildings 890 and 891--Miami, FL
Project Date: January 2012-present
General Contractor: Stiles Construction
General Contractor Contact/Phone: Ken Miggins, 954.627.9150
Brief Description of Project: Interior demolition of airport hangars
Contract Amount: about \$250,000

Project Name: Broward Wind Mitigation--Fort Lauderdale, FL
Project Date: January 2012-present
General Contractor: Stiles Construction
General Contractor Contact/Phone: Steve Sjoblom, 954.627.9150
Brief Description of Project: Selective demolition of sheriff headquarters with high security
Contract Amount: about \$95,000

Project Name: US Foods--Pompano Beach, FL
Project Date: January 2012-present
General Contractor: Butters Construction
General Contractor Contact/Phone: Peter Huntington, 954.570.8111
Brief Description of Project: Interior demolition of large warehouse
Contract Amount: about \$160,000

Project Name: Daytona Village--Daytona Beach, FL
Project Date: April 2012-present
General Contractor: Daytona Beach Housing Authority
General Contractor Contact/Phone: Doug Zimmer, 386.253.5653
Brief Description of Project: Demolition of multiple multi-story housing units
Contract Amount: about \$125,000

Project Name: Dunbar Village--West Palm Beach, FL
Project Date: April 2012-present
General Contractor: West Palm Beach Housing Authority
General Contractor Contact/Phone: Ed Overstreet, 561.719.2138
Brief Description of Project: Demolition of multiple housing units
Contract Amount: about \$110,000

Project Name: Fisher Island Links Clubhouse--Fisher Island, FL
Project Date: April 2012-present
General Contractor: Miller Construction
General Contractor Contact/Phone: Chris Hannaka, 954.764.6550
Brief Description of Project: Interior demolition in high security location
Contract Amount: over \$26,000

THE BG GROUP, GC References

General Contractor: BJ&K Construction
General Contractor Contact: Brad Runyon, Ian Hamer, Steve Woods
Phone: 954.974.9181

General Contractor: Duke Realty
General Contractor Contact: Ken Sheeler, David Loudenslager
Phone: 954-453-5683

General Contractor: Butters Construction
General Contractor Contact: Mark Butters, Peter Huntington
Phone: 954.570.8111

General Contractor: James A. Pirtle Construction
General Contractor Contact: Denis Beran, Matt Mahoney
Phone: 954.797.0410

THE BG GROUP, Municipal References

Project Name: Palm Beach County Project No. PBC 08395
Project Date: October 2004-present; annual contract
General Contractor: Palm Beach County
General Contractor Contact/Phone: John Tierney, 561.233.0252
Brief Description of Project: Annual Palm Beach County contract for all demolition within the county

Project Name: Multiple locations
Project Date: April 2006-current
General Contractor: City of Delray Beach
General Contractor Contact/Phone: Jeff Costello, 561.276.8640
Brief Description of Project: Demolition of various commercial and residential locations

Project Name: Miami City Wide Demolition—annual contract
Project Date: July 2006-current
General Contractor: City of Miami
General Contractor Contact/Phone: Mariano Fernandez, 305.416.1101 or Ray Benitez, 786.412.7849
Brief Description of Project: Annual demolition

Project Name: Palm Beach County Wastewater Treatment Plants
Project Date: April 2006-current
General Contractor: Palm Beach County
General Contractor Contact/Phone: Duane Palumbo, 561.493.6000
Brief Description of Project: Demolition of multiple wastewater treatment plants

Project Name: Lee County
Project Date: Fall 2007-present
General Contractor: Lee County DOT
General Contractor Contact/Phone: Rob Thelan, 239.533.8594
Brief Description of Project: Contract for multiple demolition projects

Project Name: Margate CRA
Project Date: December 2006
General Contractor: City of Margate
General Contractor Contact/Phone: Dennis Holste/Marsa Detscher, 954.935.5324
Brief Description of Project: Demolition of multiple buildings

Project Name: 211 Washington Avenue; Shotgun Houses—Homestead, FL
Project Date: Fall 2007; Summer 2008
General Contractor: City of Homestead
General Contractor Contact/Phone: Brian O'Connor, 305.224.4626
Brief Description of Project: Demolition of former supermarket; demolition of 48 houses

Project Name: Kennedy Homes
Project Date: Fall 2007
General Contractor: City of Gainesville
General Contractor Contact/Phone: Judy Raymond, 352.334.5026
Brief Description of Project: Total demolition and abatement of multiple residential apt pties

Project Name: Five Ash Tank—Fort Lauderdale, FL
Project Date: Summer 2008
General Contractor: City of Fort Lauderdale
General Contractor Contact/Phone: Rick Johnson, 954.828.7865
Brief Description of Project: Demolition of 4 million gallon steel water storage tank

THE BG GROUP, Additional References

General Contractor: John Moriarty & Associates and The Related Group
General Contractor Contact/Phone: John Leete, 954.920.8550
Project Name: Miami Sheraton Hotel, Miami FL
Project Date: November 2005 – February 2006
Brief Description of Project: Implosion of 17 story hotel on Brickell & Miami River

Project Name: Las Olas Beach Club—Fort Lauderdale, FL
Project Date: September 2004-present
Brief Description of Project: Structural preservation/removal of hotel/motel

Project Name: Days Inn—Sunny Isles, FL
Project Date: January 2005
Brief Description: Total demolition of 3 story hotel in 4 weeks

Project Name: La Playa de Varadera I—Sunny Isles, FL
Project Date: February 2005
Brief Description of Project: Total demolition of 2 & 3 story motels in 5 wks

Project Name: Viradero II—Sunny Isles, FL
Project Date: May/June 2005
Brief Description of Project: Demolition of hotel and seawall

Project Name: Columbus-McAllister Hotels/ Flagler and Biscayne
Project Date: April/May 2005
Brief Description of Project: Demolition of hotel and excavation of site

General Contractor: Woolbright Development
General Contractor Contact/Phone: Scott Atkinson/Rafael Saldamando, 561.989.2240
Project Name: Scotty's
Project Date: April 2006
Brief Description of Project: Demolition of former Scotty's hardware site

Project Name: Carter Square
Project Date: September-December 2006
Brief Description of Project: Demolition of former Don Carter's bowling alley

General Contractor: Suffolk Construction
General Contractor Contact/Phone: Steven Lucas, 561.832.1616
Project Name: Miami Beach High School
Project Date: June 2006-current
Brief Description of Project: Selective demollition and total demolition, phased

Project Name: JFK Middle School
Project Date: June 2006-current
Brief Description of Project: Selective demolition and total demolition, phased

Project Name: Crystal Lakes Elementary
Project Date: Winter 2007
Brief Description of Project: Demolition of portables

THE BG GROUP, References, continued

General Contractor: Pinnacle Housing Group
General Contractor Contact/Phone: Felix Braverman, 305.856.6018
Project Name: Crystal Lakes Apartments
Project Date: October 2005 – March 2006
Brief Description of Project: Complete demo of 23 apartment buildings

Project Name: Friendship Tower
Project Date: Summer 2007
Brief Description of Project: Demolition

Project Name: Former McArthur Dairy
Project Date: Spring 2008
Brief Description of Project: Demolition of multiple buildings

Project Name: Ben Turner Estates
Project Date: Spring 2009
Brief Description of Project: Demolition of multiple buildings

Project Name: Oakridge Estates
Project Date: Fall 2011
Brief Description of Project: Demolition of multiple buildings

General Contractor: Flagler Construction
General Contractor Contact/Phone: JC Nieves, 305.520.2300
Project Name: Downtown Doral
Project Date: Spring 2007/Summer 2007
Brief Description of Project: Demolition of multiple buildings

Project Name: AMC Theater
Project Date: Spring 2007
Brief Description of Project: Demolition

Project Name: Scranton and Springfield
Project Date: Spring 2008
Brief Description of Project: Demolition of multiple buildings

General Contractor: Simpson Environmental
General Contractor Contact/Phone: Casey Mattox, 352.583.2509
Project Name: Publix, Coral Springs
Project Date: Fall 2007
Brief Description of Project: Demolition of former Publix

Project Name: Key Largo Elementary
Project Date: Spring 2008
Brief Description of Project: Selective and total demolition at elementary school

Project Name: Publix, Westchester Mall
Project Date: Summer 2008
Brief Description of Project: Demolition of former Publix

THE BG GROUP, References, continued

General Contractor: Catalfumo/Seawood Builders
General Contractor Contact/Phone: Lisa O'Brien, 561.694.3000
Project Name: Trump Plaza Renovations--West Palm Beach, FL
Project Date: May 2004
Brief Description: Demolition of entryway to condominium

Project Name: 55 Seminole
Project Date: Summer 2006
Brief Description of Project: Demolition of multiple houses and apartment bldg.

Project Name: European Spa
Project Date: Fall 2006
Brief Description of Project: Selective demolition

Project Name: West Palm Beach Waterfront: City Commons
Project Date: Spring 2009
Brief Description of Project: Total demolition of library

General Contractor: Elkins Constructors
General Contractor Contact/Phone: Tom Hanley, 904.353.6500
Project Name: Hialeah Speedway
Project Date: Summer 2006
Brief Description of Project: Demolition of Lowes Hialeah racetrack

Project Name: Lowes West Palm Beach
Project Date: Summer 2007
Brief Description of Project: Demolition of former Toys R Us

Project Name: Lowes Kendall
Project Date: Summer 2008
Brief Description of Project: Demolition of former Costco

Project Name: Rybovich Boat Company
Project Date: 2005-Fall 2008
General Contractor: Balfour Beatty
General Contractor Contact/Phone: Bill Cottle, 954.585.4000
Brief Description of Project: Demolition of multiple boatyards and buildings

Project Name: Boca High School
Project Date: Fall 2006-Summer 2008
General Contractor: Balfour Beatty
General Contractor Contact/Phone: Rob Rice, 561.395.8868
Brief Description of Project: Selective demo of Science Building and Stadium

Project Name: Boca Raton Resort and Club
Project Date: Fall 2007-present
General Contractor: IDC Construction
General Contractor Contact/Phone: Scott Robinson, 561.362.7774
Brief Description of Project: Total and selective demolition and sitework

Project Name: Miami Toyota—Leon Flagler—Miami, FL
Project Date: Fall 2008
General Contractor: Moss and Associates
General Contractor Contact/Phone: Jason Clark, 954.524.5678
Brief Description of Project: Total demolition of car dealership and sitework

Project Name: Flagler Dog Track—Miami, FL
Project Date: Fall 2008-present
General Contractor: LP Ciminelli
General Contractor Contact/Phone: John Reinard, 716.462.0247
Brief Description of Project: Selective interior demolition, saw cutting of grandstand structure

Project Name: Lantana Transfer Station—Lantana, FL
Project Date: Fall 2008
General Contractor: Tower-OHL Group
General Contractor Contact/Phone: Guillermo Castrillo, 954.476.3200
Brief Description of Project: Removal of existing structure retaining exterior foundation walls and floor slab and sitework

Project Name: Carver Square Soil Remediation
Project Date: December 2008
General Contractor: Delray Beach CRA
General Contractor Contact/Phone: Walt Gerhard, 561.276.8640
Brief Description of Project: Screening of debris out of soil

Project Name: Lake Park, Foresteria Drive
General Contractor: Town of Lake Park
General Contractor Contact/Phone: Richard Pittman, 561.881.3347
Date Completed: March 2009
Brief Description of Project: Demolition and abatement of two 2-story apartment buildings

Project Name: Dixie Court Demolition
General Contractor: Housing Authority of Fort Lauderdale
General Contractor Contact/Phone: Kerry Ann Chin, 954.525.6444
Date Completed: March 2009
Brief Description of Project: Demolition of 32 residential duplexes

Project Name: Jackson Memorial Hospital, UCC Demolition
General Contractor: Jackson Health System
General Contractor Contact/Phone: Alicia Ayum, 305.585.6920
Date Completed: March 2009
Brief Description of Project: Demolition of building within operating hospital

Project Name: Imperial Point—Fort Lauderdale, FL
General Contractor: Miller Construction
General Contractor Contact/Phone: David Martinez, 954.764.6550
Project Date: Jan 2009
Brief Description of Project: Selective demolition

Project Name: Kendall Corporate Center—Miami, FL
General Contractor: Moss Construction
General Contractor Contact/Phone: Lane Miller, 305.381.8471
Date Completed: Spring 2009-present
Brief Description of Project: Selective demolition of office building

Project Name: CVS Fifth Avenue Shops—Boca Raton, FL
General Contractor: Butters Construction
General Contractor Contact/Phone: Frank Gambino, 954.570.8111
Project Date: March 2009-present
Brief Description of Project: Total and selective demolition of CVS store

Project Name: Wildflower Restaurant—Boca Raton, FL
General Contractor: Omega Group
General Contractor Contact/Phone: Mike Zamiello, 561.289.4997
Project Date: June 2009
Brief Description of Project: Total demolition of building

Project Name: Warehouse—Miami, FL
General Contractor: David L. Williams Construction
General Contractor Contact/Phone: David Williams, 954.985.0995
Project Date: Summer 2009
Brief Description of Project: Total demolition of warehouse

Project Name: Dry Cleaners—Fort Lauderdale, FL
General Contractor: Bud Scholl
General Contractor Contact/Phone: Bud Scholl, 954.557.4325
Project Date: Summer 2009
Brief Description of Project: Total demolition of former dry cleaners

Project Name: Grove Village—Coconut Grove, FL
Project Date: Fall 2009-present
General Contractor: Spec Ops LLC
General Contractor Contact/Phone: Mark Holden, 954.474.0775
Brief Description of Project: Phased demolition of multiple residential structures

Project Name: Multiple Publix stores in South Florida
Project Date: Fall 2009-present
General Contractor: Simpson Environmental
General Contractor Contact/Phone: Casey Mattox, 813.714.0285
Brief Description of Project: Total and selective demolition of varying structures to make way for new or improved Publix stores

Project Name: Northwest Gardens—Fort Lauderdale, FL
Project Date: March-April 2010
General Contractor: BJ&K Construction
General Contractor Contact/Phone: Josh Nail, 954.974.9181
Brief Description of Project: Demolition of 21 multiple duplexes

Project Name: Paradise Hotel—Pompano Beach, FL
Project Date: October 2009 –February 2010
General Contractor: Cannatelli Builders
General Contractor Contact/Phone: Ed Cannatelli, 954.977.2775
Brief Description of Project: Demolition and abatement of former hotel on the beach
Contract Amount: over \$140,000

Project Name: Modernage—Miami, FL
Project Date: March -December 2009
General Contractor: Hodgen Construction
General Contractor Contact/Phone: Brad Hodgen, 954.727.0333

Brief Description of Project:	Demolition and abatement of 300,000 sf warehouse
Project Name:	The Modern—West Palm Beach, FL
Project Date:	June 2009-May 2010
General Contractor:	Trident Project Development
General Contractor Contact/Phone:	Gino Baroni, 603.898.6110
Brief Description of Project:	Demolition and abatement of 30 story condominium over \$1.4 million
Contract Amount:	
Project Name:	Miami Beach High School—Miami, FL
Project Date:	2006-December 2009
General Contractor:	Suffolk Construction
General Contractor Contact/Phone:	Steve Lucas, 305.532.9490
Brief Description of Project:	Demolition of multiple school buildings
Project Name:	Palm Beach Gardens High School—PBGardens, FL
Project Date:	July -December 2009
General Contractor:	Pirtle Construction
General Contractor Contact/Phone:	Dennis Beran, 954.520.2294
Brief Description of Project:	Demolition of multiple school buildings
Project Name:	Gantry Crane Demo—Port Everglades, Broward, FL
Project Date:	Fall 2009
Owner:	Broward County
Owner Contact/Phone:	Arnie de la Cruz, 954.468.0106
Brief Description of Project:	Demolition of ton gantry crane
Project Name:	Glades Road Library—Boca Raton, FL
Project Date:	Fall 2009
General Contractor:	The Weitz Company
General Contractor Contact/Phone:	Brian Shaw, 561.687.5642
Brief Description of Project:	Selective demolition of library
Project Name:	Former Manor Care—Boynton Beach, FL
Project Date:	Fall 2009
Owner:	Sannlor Properties LLC
Owner Contact/Phone:	Sam Cantor, 561.982.9555
Brief Description of Project:	Demolition of 75k sf former nursing home
Project Name:	WasteWater Treatment Plant—Royal Palm Beach, FL
Project Date:	October 2009-February 2010
Owner Contractor:	Village of Royal Palm Beach
Owner Contact/Phone:	Paul Webster, 561.790.5100
Brief Description of Project:	Demolition of waste water treatment facility, structures and equipment
Project Name:	Greenacres Library—Greenacres, FL
Project Date:	Summer 2010
General Contractor:	The Weitz Company
General Contractor Contact/Phone:	Brian Shaw, 561.687.5642
Brief Description of Project:	Interior demolition of existing occupied library over \$40,000
Contract Amount:	

Project Name: Museum of Discovery and Science—Fort Lauderdale, FL
Project Date: Summer 2010
General Contractor: Stiles
General Contractor Contact/Phone: Doug Poff, 954.347.4713
Brief Description of Project: Interior soft demolition with removal of exterior wall for operating museum
Contract Amount: over \$60,000

Project Name: 14th Street Annex—Fernandina Beach, FL
Project Date: Spring 2010
General Contractor: Nassau County
General Contractor Contact/Phone: Tim Milligan, 904.548.4688
Brief Description of Project: Demolition of former county hospital
Contract Amount: over \$70,000

Project Name: Azalea Park Elementary—Orlando, FL
Project Date: Summer 2010
General Contractor: Welbro
General Contractor Contact/Phone: Chris Brown, 407.475.0800
Brief Description of Project: Demolition of multiple buildings and selective demolition
Contract Amount: \$100,000

Project Name: Demo of Apartment and SFRs—Hollywood, FL
Project Date: Fall 2010
General Contractor: City of Hollywood
General Contractor Contact/Phone: Moe Anwar, 954.921.3990
Brief Description of Project: Demolition and abatement of 4 story apartment building and 8 houses
Contract Amount: over \$180,000

Project Name: Palm Coast Building—Miami, FL
Project Date: Fall 2010
General Contractor: Flagler Construction
General Contractor Contact/Phone: JC Nieves, 305.520.2300
Brief Description of Project: Demolition and abatement of 4 story building
Contract Amount: over \$170,000

Project Name: Surfside Hotel—Ormond Beach, FL
Project Date: Summer 2010
General Contractor: FCB Properties
General Contractor Contact/Phone: Clay Gibson, 904.501.2954
Brief Description of Project: Demolition and abatement of 7 story hotel
Contract Amount: over \$330,000

Project Name: Lynx—Orlando, FL
Project Date: Winter 2010
General Contractor: Central Florida Regional Transportation Authority
General Contractor Contact/Phone: Mark Fosyth, 407.841.2279
Brief Description of Project: Demolition of structure
Contract Amount: over \$50,000

Project Name: Westview—Opalocka, FL
Project Date: December 2010-June 2011
General Contractor: PHG Builders
General Contractor Contact/Phone: Felix Braverman, 305.854.7100
Brief Description of Project: Demolition and abatement of 16 three and four story structures
Contract Amount: over \$1,316,000

Project Name: Northwest Gardens III—Fort Lauderdale, FL
Project Date: Winter 2010-Summer 2011
General Contractor: BJ & K Construction
General Contractor Contact/Phone: Brad Runyon, 954.974.9181
Brief Description of Project: Demolition of 38 houses
Contract Amount: over \$230,000

Project Name: Lincoln Park Academy—Fort Pierce, FL
Project Date: Summer 2010-Summer 2011
General Contractor: Morganti
General Contractor Contact/Phone: Brandon Nobile, 772.785.5700
Brief Description of Project: Complete demolition and abatement of school campus
Contract Amount: Over \$265,000

Project Name: Palm Beach Bath and Tennis—Palm Beach, FL
Project Date: Spring –Summer 2011
General Contractor: Kast Construction
General Contractor Contact/Phone: Nick Gomez, 561.598.9708
Brief Description of Project: Select demolition in country club clubhouse
Contract Amount: over \$70,000

Project Name: Delray Dunes—Boynton Beach, FL
Project Date: Spring 2011
General Contractor: Mouw Associates
General Contractor Contact/Phone: Rick Mouw, 561.832.1616
Brief Description of Project: Total demolition of clubhouse structures
Contract Amount: \$50,000

Project Name: I 595 Bridge at Pine Island—Broward County, FL
Project Date: Spring 2010-Spring 2011
General Contractor: Baker/Dragados – JV
General Contractor Contact/Phone: Jeff Jones, 786.877.8766
Brief Description of Project: Partial demolition followed by complete demolition upon construction of new bridge
Contract Amount: over \$250,000

Project Name: Lost Tree Village Clubhouse—North Palm Beach, FL
Project Date: Spring –Summer 2011
General Contractor: Weitz Construction
General Contractor Contact/Phone: Mark Huber, 561.687.5642
Brief Description of Project: Total demolition of country club clubhouse

Project Name: 821 Avenue E—Palm Beach, FL
Project Date: Summer 2011
General Contractor: Port of Palm Beach
General Contractor Contact/Phone: Tom Lundeen, 561.842.4201
Brief Description of Project: Total demolition of warehouse at operating port

Project Name: Okeelanta Farms Barracks—South Bay, FL
Project Date: Spring 2011-Summer 2011
General Contractor: Florida Crystals
General Contractor Contact/Phone: Ted Beckman, 561.366.5000
Brief Description of Project: Demolition and concrete crushing of multiple structures

Project Name: New Municipal Complex—Miami Gardens, FL
Project Date: Fall 2011
General Contractor: City of Miami Gardens
General Contractor Contact/Phone: Anthony Smith, 305.622.8000
Brief Description of Project: Leeds-certified project to demolish former Wachovia Bank and clear site
Contract Amount: \$100,000

Project Name: 901 and 910 Evernia Street—Palm Beach, FL
Project Date: Fall 2011
General Contractor: Palm Beach County
General Contractor Contact/Phone: John Tierney, 561.233.0252
Brief Description of Project: Total demolition of former DERM buildings
Contract Amount: over \$250,000

Project Name: South County Transfer Station—Delray Beach, FL
Project Date: Summer 2011
General Contractor: PCL
General Contractor Contact/Phone: Brett Bailey, 407.744.336
Brief Description of Project: Demolition, site work and salvage of transfer station
Contract Amount: over \$85,000

Project Name: Galaxy Elementary School—Boynton Beach, FL
Project Date: September 2011
General Contractor: James A Pirtle Construction
General Contractor Contact/Phone: Matt Mahoney, 954.658.7135
Brief Description of Project: Demolition and abatement of multiple School District buildings
Contract Amount: over \$150,000

Project Name: 1220 N Ocean Blvd—Gulfstream, FL
Project Date: December 2011
General Contractor: Seaside Builders
General Contractor Contact/Phone: Vinny Cioffi, 561.272.9958
Brief Description of Project: Demolition of large estate residence
Contract Amount: about \$28,000

Project Name: Carpenter Shop—Okeelanta, FL
Project Date: December 2011
General Contractor: Florida Crystals
General Contractor Contact/Phone: Bobby Kirstein, 561.722.3937
Brief Description of Project: Demolition of carpentry shop and multiple slabs; concrete crushing
Contract Amount: about \$35,000

Project Name: 2 hotels at Boston's Restaurant --Delray Beach, FL
Project Date: Fall 2011
General Contractor: North South Corporation
General Contractor Contact/Phone: Richard Rohde, 561.279.9900
Brief Description of Project: Total demolition of two hotels adjacent to Boston's on the Beach

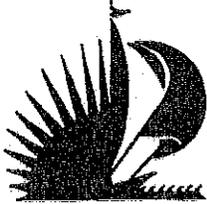
Project Name: Seachest and Marina Storage --Riviera Beach, FL
Project Date: December 2011-present
General Contractor: City of Riviera Beach
General Contractor Contact/Phone: Gil Vetter, 561.845.4023
Brief Description of Project: Total demolition of multiple buildings
Contract Amount: about \$40,000

Project Name: Walmart—Doral, FL
Project Date: September 2011-present
General Contractor: Case Construction
General Contractor Contact/Phone: Stephen Spack, 813.754.3477
Brief Description of Project: Total and selective demolition of an operating Walmart
Contract Amount: over \$100,000

Project Name: Port of Palm Beach Slip #3--Riviera Beach, FL
Project Date: February 2012-spring 2012
General Contractor: Rosso Paving & Drainage
General Contractor Contact/Phone: Joseph Rosso, 561.688.0288
Brief Description of Project: Asphalt removal at port with high security
Contract Amount: about \$85,000

Project Name: Public Safety Building--Miramar, FL
Project Date: November 2011-spring 2012
General Contractor: City of Miramar
General Contractor Contact/Phone: Luis Lopez, 954.602.3316
Brief Description of Project: Total demolition of multiple buildings
Contract Amount: about \$170,000

Project Name: Jupiter Lime Silos—Jupiter, FL
Project Date: September 2011-spring 2012
General Contractor: Close Construction
General Contractor Contact/Phone: Richard Payne, 863.621.9252
Brief Description of Project: Abatement and demolition of multiple treatment plant structures
Contract Amount: over \$50,000



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
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purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP 223-11059
Demolition Services

ISSUED December 21, 2012

1. This addendum is being issued to make the following changes:

Regarding Part VIII – PROPOSAL PAGES-COST PROPOSAL, Item #6: **Cost for Pump-out, Disposal rates: Septic Tanks & Grease Traps:**

The Description shall be changed to read:

Costs for **PUMP-OUT, DISPOSAL RATES: SEPTIC TANKS & GREASE TRAPS:**

Provide a rate PER STRUCTURE to pump-out, remove and dispose of a septic tank or grease trap and to backfill the excavated area with fill for the property. This rate is to include all costs should an outside contractor be required. It is estimated that this service shall be required on ten (10) structures ANNUALLY

our price is unchanged.

For proposers that want to submit a separate price for septic tank and a separate price for grease traps, utilize the attached optional price page for line item #6. *[Signature]*

2. The opening date of this Invitation to Bid has been changed to

January 3rd, 2013

All other terms, conditions, and specifications remain unchanged.

James T. Hemphill
Sr. Procurement Specialist

Company Name: _____

The BG GROUP LLC

(please print)

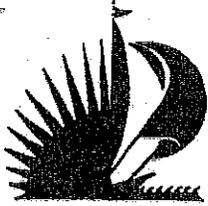
Bidder's Signature: _____

[Signature]

Date: _____

12/21/12

NOTE: This addendum is not required to be acknowledged for those proposers that may have submitted their proposals already and / or do not require a separate price.



City of Fort Lauderdale • Procurement Services Division
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purchase@fortlauderdale.gov

OPTIONAL PRICE PAGE FOR LINE ITEM NUMBER 6

- 6a. Costs for **PUMP-OUT, DISPOSAL RATES: SEPTIC TANKS**
Provide a rate PER STRUCTURE to pump-out, remove and dispose of a septic tank and to backfill the excavated area with fill for the property. This rate is to include all costs should an outside contractor be required. It is estimated that this service shall be required on five (5) structures ANNUALLY

\$ _____ each X 5 = \$ _____

- 6b. Costs for **PUMP-OUT, DISPOSAL RATES: GREASE TRAPS:**
Provide a rate PER STRUCTURE to pump-out, remove and dispose of a grease trap and to backfill the excavated area with fill for the property. This rate is to include all costs should an outside contractor be required. It is estimated that this service shall be required on five (5) structures ANNUALLY

\$ _____ each X 5 = \$ _____

*price is
same for
each service
as provided
in original
bid*