

**RESOLUTION NO. 24-10-118**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RECOMMENDATION OF THE RFP 24-15 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE GENERATOR STORAGE BUILDINGS CONSTRUCTION PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; APPROVING A BUDGET AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Islamorada, Village of Islands (the "Village") is statutorily charged with fire prevention and emergency management duties including planning, preparedness, response, recovery and mitigation for man-made and natural disasters; and

**WHEREAS**, the Village operates and maintains a Village-wide wastewater collection and transmission system that must maintain power to protect against sewage backups during and after hurricanes, other weather events or catastrophic events; and

**WHEREAS**, following damages suffered during Hurricane Irma in 2017, the Village obtained funding agreements through the FEMA Hazard Mitigation Grant Program ("HMGP") to purchase trailer-mounted generators to protect the Village's critical wastewater and fire rescue facilities; and

**WHEREAS**, a requirement of the HMGP funding agreement is that the trailer-mounted generators be stored at locations protected against a 500-year flood event and protected from wind with rated enclosures; and

**WHEREAS**, there are no existing Village facilities where it is possible to store the large trailer-mounted generators on a long-term basis to meet the requirements of the HMGP funding; and

**WHEREAS**, the Village has designs for the storage buildings that will be constructed on Village properties that meet the federal and state criteria of being located outside the Special Flood Hazard Area (SFHA) and compliant with federal, state and local regulations to protect against wind; and

**WHEREAS**, the Village requested and was approved for State Appropriations funding through the Florida State Legislature for 50% of the estimated construction costs for two wind-rated storage buildings to house the emergency backup generators with the State of Florida Department of Commerce (the "Commerce Department") administering the funding through Grant Agreement HL218 reimbursement funding of \$300,000.00 to fund the previously estimated 50% of the construction costs; and

**WHEREAS**, the previously estimated construction costs of \$300,000.00 per storage building, a total of \$600,000.00 to complete both structures did not take into account the concrete floor required for second level; and

**WHEREAS**, on August 9, 2024, the Village issued Request for Proposals (RFP) 24-15 to solicit proposals from qualified contractors to construct the Generator Storage Buildings (the "Project"); and

**WHEREAS**, one (1) proposal was received in response to RFP 24-15 by the bid submittal deadline and an Evaluation Committee (the "Committee") was established to review the responsive proposal and make a recommendation to the Village Council; and

**WHEREAS**, the Committee reviewed the one (1) proposal for qualifications and responsiveness to the criteria detailed in RFP 24-15 and recommends approval of CDWRE Construction LLC ("CDWRE") for the Project for an amount not to exceed One Million Seven Hundred Nineteen Thousand One Hundred and Sixty Two and 00/100 Dollars (\$1,719,162.00) and to complete the Project by the June 30 2025 grant funding deadline; and

**WHEREAS**, the Village Council finds that approval and selection of CDWRE and entering into an Agreement for construction of the Project is in the best interest of the Village and its residents.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

**Section 2.**     **Approval of Selection.** The Village Council hereby approves the selection of CDWRE to construct the Project.

**Section 3.**     **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to negotiate an agreement with CDWRE substantially in the form attached hereto as Exhibit "1", for construction of the Project in an amount not to exceed One Million Seven Hundred Nineteen Thousand One Hundred and Sixty Two and 00/100 Dollars (\$1,719,162.00).

**Section 4.**     **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with CDWRE on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

**Section 5.**     **Approval of Budget Amendment.** The Village Council approves a budget amendment in the Capital Project Fund and the Wastewater Enterprise fund to increase the budgeted dollar amounts to the cumulative One Million Seven Hundred Nineteen Thousand one Hundred and Sixty Two and 00/100 Dollars (\$1,719,162.00) for construction of the Project.

**Section 6.**     **Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the

Village Manager is hereby authorized to expend budgeted funds for the Project.

**Section 7.**     **Effective Date.** This Resolution shall become effective immediately upon its adoption.

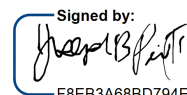
Motion to adopt by Henry Rosenthal, seconded by Sharon Mahoney.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

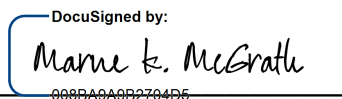
Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Henry Rosenthal	<u>Yes</u>

**PASSED AND ADOPTED THIS 8th DAY OF OCTOBER, 2024.**

Signed by:  
  
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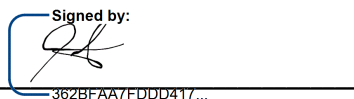
JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:  
  
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MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF  
ISLAMORADA, VILLAGE OF ISLANDS:

Signed by:  
  
362BFAA7FDD0417...

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



## AGREEMENT

THIS IS AN AGREEMENT, dated the 4th day of November, 2024, between:

### ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

### CDWRE CONSTRUCTION LLC

a Limited Liability Company, authorized to do business in the State of Florida, hereinafter  
"**CONTRACTOR**."

## WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

### Article I. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

**Section 1.01** The VILLAGE is in need of an independent experienced contractor to provide for the construction of two (2) wind-rated buildings at separate locations, each to house three trailer-mounted emergency backup generators utilizing the construction plans provided by the Village in a timely and responsive timeframe (the "Project"). The responsive timeframe for the Project is construction completion by June 30, 2025.

**Section 1.02** On August 9, 2024, the VILLAGE issued Request for Proposals No. 24-15 for the Project, including all Exhibits and Addenda (the "RFP").

**Section 1.03** On September 9, 2024, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

**Section 1.04** The evaluation committee evaluated and ranked the proposal in accordance with the RFP and determined that CONTRACTOR was a responsive and responsible proposer for the Project.

**Section 1.05** On October 8 2024, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 24-10-##, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

**Section 1.06** VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

## **Article II. SCOPE OF WORK**

**Section 2.01** CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work for the construction of the Project described in the RFP, and the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

**Section 2.02** CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR for the Project pursuant to the terms of this Agreement.

**Section 2.03** CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

**Section 2.04** None of the work or services under this Agreement for the Project shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for its subcontractors' negligent acts, errors or omissions.

## **Article III. TIME FOR COMPLETION**

**Section 3.01** The CONTRACTOR shall commence work as directed by the VILLAGE and in accordance with a Project Timeline. The Project Timeline shall be based upon the timeline as stated in Exhibit "A" to this Agreement as may be modified and agreed upon during negotiation of this Agreement and provided as Exhibit "B". CONTRACTOR shall complete all work in a timely manner in accordance with the Project Timeline or be subject to liquidated damages pursuant to Section 3.03.

**Section 3.02** Anything to the contrary notwithstanding, minor adjustment to the Project timeline for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

**Section 3.03** VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not completed within the time specified in the timeline for completion set forth in Exhibit "A" as mention above, subject to adjustments of such timeline as approved by the Village as provided in the RFP and Proposal. VILLAGE and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by VILLAGE if the Project is not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and CONTRACTOR agree that, as liquidated damages for delays, or early termination of the Agreement, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies

to which VILLAGE may be entitled, the dollar amount equal to six one hundredths of a percent (0.06%) per day of total Contract Price (as defined below) for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal attached hereto as Exhibit "A" or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date. For each calendar day after the first fifteen days following the final completion date provided in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal the VILLAGE shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price until the CONTRACTOR achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date, the Village shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the VILLAGE due to delay or early termination, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

#### **Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES**

**Section 4.01** The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price, shall not exceed **One Million Seven Hundred Nineteen Thousand One Hundred and Sixty-Two and 00/100 Dollars (\$1,719,162.00)**.

**Section 4.02** The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

**Section 4.03** The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

**Section 4.04** The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products used in the construction of the Project.

**Section 4.05** The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

**Section 4.06** CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-contractors and suppliers and labors.

## **Article V. CONTRACTOR'S LIABILITY INSURANCE AND BONDS**

**Section 5.01** The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

**Section 5.02** Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

**Section 5.03** Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

**Section 5.04** Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

**Section 5.05** Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- (c) Automobile Liability Insurance - \$300,000 per occurrence, \$300,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and
- (d) Pollution Liability Insurance \$1,000,000 per claim and in the aggregate  
Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy shall include a minimum limit of not less than \$1,000,000.00 per claim and in the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners,



employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

Contractor shall obtain all necessary endorsements to support these requirements.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

**Section 5.06** The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in constructing the Project and name the VILLAGE as an additional insured under their policy.

**Section 5.07** The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

**Section 5.08 Bonds.** If required by the VILLAGE, prior to performing any portion of the Scope of Work the CONTRACTOR shall deliver to VILLAGE the Bonds required to be provided by CONTRACTOR hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the CONTRACTOR shall obtain and thereafter at all times during the performance of the Scope of Work maintain a separate performance bond and labor and material payment bond for the Scope of Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by VILLAGE and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be CONTRACTOR's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the CONTRACTOR shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to VILLAGE.

## **Article VI. PROTECTION OF PROPERTY**

**Section 6.01** At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

## **Article VII. CONTRACTOR'S INDEMNIFICATION**

**Section 7.01** The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

**Section 7.02** The CONTRACTOR shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR, in the performance of the Agreement. .

**Section 7.03** If a court of competent jurisdiction holds the VILLAGE liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

**Section 7.04** Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

## **Article VIII. INDEPENDENT CONTRACTOR**

**Section 8.01** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## **Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

**Section 9.01** The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Project must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work to the Project. Each amendment shall at a minimum include the following information on the Project:

PROJECT NAME  
PROJECT DESCRIPTION  
ESTIMATED PROJECT COST  
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT  
ESTIMATED PROJECT COMPLETION DATE

**Section 9.02** In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

## **Article X. TERM AND TERMINATION**

**Section 10.01** This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, for reasons other than the Villages breach of this Agreement, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

**Section 10.02** This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

## **Article XI. CONTRACT DOCUMENTS**

**Section 11.01** CONTRACTOR and VILLAGE hereby agree that the following Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR'S Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; any the RFP as incorporated into this Agreement and all other addendums and exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

## **Article XII. MISCELLANEOUS**

**Section 12.01 Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and,

accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

**Section 12.02 Assignments.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

**Section 12.03 Records.** CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

**Section 12.04 Public Records.** VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- (b) Provide the public with access to such public records on the same terms and conditions that the Village would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.**

**Section 12.05 Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE, upon payment to CONTRACTOR pursuant to the payment terms of this Agreement.

**Section 12.06 No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**Section 12.07 E-Verify.** CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

**Section 12.08 Scrutinized Companies.**

- (a) CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b) If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**Section 12.09 Noncoercive Conduct for Labor or Services.** In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

**Section 12.10 Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

Copy To: Village Attorney  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

CONTRACTOR: Curtis Waybright, President  
CDWRE CONSTRUCTION  
LLC 7742 N. Kendall Dr.  
#221 Miami, FL 33156  
[curtis@cdwadvisory.com](mailto:curtis@cdwadvisory.com)

**Section 12.11 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**Section 12.12 Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

**Section 12.13 Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

**Section 12.14 Severability.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**Section 12.15 Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

**Section 12.16 Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

**Section 12.17 Extent of Agreement.** This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

**Section 12.18 Waiver.** Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

**[ANY CONTRACT DOCUMENTS FROM THE RFP SHALL BE INSERTED IN AGREEMENT  
BEGINNING ON THE FOLLOWING PAGE]**

Sign and Submit

**12. SUSPENSION AND DEBARMENT**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).


(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

  
Signature of Authorized Certifying Official

  
Name and Title of Authorized Certifying Official

  
Date



Sign and Submit

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
Signature of Authorized Certifying Official

Curtis Waybright, President  
Name and Title of Authorized Certifying Official

9/9/24  
Date

Sign and Submit

## **ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS**

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

### **A. Access to Records:**

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **B. Changes to the Contract:**

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

**C. Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

**D. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

**E. No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Signature of Contractor's Authorized Official

*Curtis W. Gish President*  
Name and Title of Contractor's Authorized Official



**Affidavit Attesting to Noncoercive Conduct for Labor or Services**

Nongovernment Entity name: COWR6 Construction LLC ("Vendor")  
 Vendor FEIN: 84-3184796  
 Address: 7742 N. Kendall Dr. #221  
 City: Miam. State: FL Zip: 33156  
 Phone number: 305-771-5552 Email Address: Curtis@cdwadvisory.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

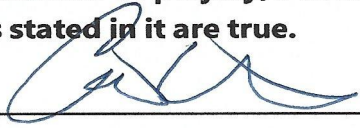
As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

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

By:   
 Authorized Signature

Print Name and Title: Curtis Wiggins President

Date: 9/9/24

**[SIGNATURE PAGE TO AGREEMENT]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its duly authorized officer to execute same.

**VILLAGE**

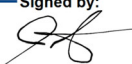
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:   
Robert Cole, Village Manager

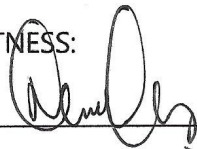
**AUTHENTICATION:**

  
Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, ONLY

  
John J. Quick, Interim Village Attorney

**WITNESS:**

  
Print Name: Diana Munoz

**CONTRACTOR**


By:   
Print Name: Curtis Waybright  
Title: President  
Date: 10/25/2024

Exhibit "A"

FORM OF CONTRACTOR'S PROPOSAL

**Exhibit "A"**

**ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA  
REQUEST FOR PROPOSALS  
GENERATOR STORAGE BUILDINGS  
(RFP 24-15)**

**PROPOSAL PREPARED BY:  
CDWRE CONSTRUCTION LLC  
7742 N KENDALL DR. #221  
MIAMI, FL 33156**

September 9, 2024

CDW Construction  
7742 N. Kendall Dr. #221  
Miami, Florida 33156  
curtis@cdwadvisory.com  
305-771-5957

Islamorada, Village of Islands  
Attn: Village Clerk  
86800 Overseas Highway  
Islamorada, Florida 33036

**RE: Generator Storage Buildings (RFP 24-15)**

To whom this may concern:

I am pleased to submit CDW Construction's proposal for the redevelopment projects at 103 Key Heights Dr and 81850 Overseas Highway, Islamorada, FL. As a Florida State Certified General Contractor with a track record of excellence, CDW Construction is uniquely positioned to deliver these projects with the highest standards of quality, efficiency, and professionalism.

**Why We Are Qualified**

CDW Construction has established a reputation for excellence over the past five years, not only within Florida but across the eastern seaboard. Our extensive experience and national licensing across several east coast states, including Florida, position us as a distinguished and versatile contractor. We have successfully completed a diverse range of projects, from complex commercial buildings to specialized facilities, which underscores our ability to handle varied and challenging construction requirements.

Our team's approach combines rigorous project management with a commitment to detail, ensuring that each project is executed efficiently and to the highest standards. We leverage our comprehensive industry knowledge, advanced construction techniques, and cutting-edge technology to meet and exceed client expectations.

**Professional Staff**

For the projects at 103 Key Heights Dr and 81850 Overseas Highway, we will allocate two highly skilled professionals:

- **Curtis Waybright**, President of CDW Construction, who will oversee the project from start to finish. With over a decade of experience in construction management, Curtis is



adept at navigating complex project requirements and ensuring that all aspects of construction are aligned with client specifications and industry standards.

- **Diana Munoz**, Director of Operations, who will manage the day-to-day operations of the projects. Diana's expertise in project coordination, resource management, and quality assurance will ensure that all phases of construction are executed smoothly and efficiently, adhering to both timeline and budget constraints.

## Examples of Similar Projects

### 1. Driven Brands Auto Oil Change Facility

- **Location:** 15045 NW 7th Ave, Miami, FL 33168
- **Scope:** This project involved site work and the construction of a 3-bay auto oil change facility, complete with an office space, bathroom, and mezzanine for storage. CDW Construction was tasked with not only building the facility but also ensuring that it was operational within a strict timeline. We successfully completed the project on schedule and met all regulatory requirements, earning commendation from our client.
- **Contact:** Jim Montoya, Phone: 336-592-5126, Email: jim.montoya@drivenbrands.com

### 2. University of Florida Pesticide Storage Facility

- **Scope:** This project required the construction of a specialized storage facility for pesticides, including advanced HVAC and electrical systems tailored for the safe handling and storage of chemicals used in agricultural research. The project mirrored the foundation and concrete block wall construction proposed for the Islamorada projects, highlighting our expertise in similar building techniques and requirements.
- **Contact:** Edward Evans, Phone: 786-217-9263, Email: eaevans@ufl.edu

### 3. Ghost Kitchen Warehouse, Jersey City, NJ

- **Scope:** This industrial kitchen facility, known as a ghost kitchen, required extensive modifications to accommodate high-capacity food production. Our team managed the installation of complex HVAC systems, exhaust systems, and electrical setups to meet the demands of mass food preparation. The successful completion of this project reflects our ability to handle intricate and demanding construction needs.
- **Contact:** Randy De Leon, Phone: 646-406-4601, Email: deleonshowtime@gmail.com

## Commitment to Excellence

At CDW Construction, we are committed to delivering projects that meet the highest standards of quality and performance. Our attention to detail and dedication to client satisfaction ensure that

every project is completed to the utmost standards. We understand the unique challenges of the Islamorada projects and are confident in our ability to address them with precision and expertise. Thank you for considering CDW Construction for these important projects. We look forward to the opportunity to further discuss how we can contribute to their successful completion and exceed your expectations.

Sincerely,

Curtis Waybright

President, CDW Construction

## **Project Approach for Buildings at 103 Key Heights Dr and 81850 Overseas Highway**

### **1. Approval Process**

#### **Pre-Construction Planning:**

- **Design and Permitting:**
  - **Design Finalization:** Finalize architectural and structural engineering plans, including site work for retention ponds. Ensure designs for complete concrete construction, complex footings and pads, concrete block walls, metal roof decking, and poured concrete roofs are detailed.
  - **Permit Applications:** Submit detailed applications for building and environmental permits, including site work and retention pond construction. Provide all necessary documentation and calculations.
- **Approval Coordination:**
  - **Stakeholder Engagement:** Engage with local authorities and environmental agencies to address concerns about the retention ponds and ensure compliance with all regulations.
  - **Approval Tracking:** Monitor the status of all permit applications, including those for the retention ponds, and conduct regular follow-ups to ensure timely approvals.

### **2. Construction Timeline**

#### **Phase 1: Site Preparation (October 2024 - December 2024)**

- **Site Clearing and Excavation:**
  - **Site Clearing:** Remove vegetation and debris, and prepare the site for excavation.
  - **Excavation:** Excavate areas for complex footings, pads, and retention ponds.
- **Retention Pond Construction:**
  - **Pond Design Implementation:** Excavate and form retention ponds according to design specifications. This includes grading, lining, and any necessary water control features.
  - **Inspection and Testing:** Ensure proper installation and functionality of the retention ponds, including water flow and drainage tests.
- **Foundation Work:**
  - **Complex Footings and Pads:**
    - **Footing Preparation:** Excavate and form footings according to structural specifications.

- Pad Installation: Pour concrete for footings and pads with steel rebar reinforcement. Ensure proper curing.
- Inspection: Conduct inspections to confirm compliance with structural and safety standards.

#### Phase 2: Structural Construction (January 2025 - April 2025)

- Concrete Block Walls:
  - Block Wall Construction: Build concrete block walls as per design specifications. Ensure proper reinforcement and curing.
- Metal Roof Decking and Poured Concrete Roof:
  - Metal Roof Decking: Install metal roof decking over the concrete block walls.
  - Poured Concrete Roof:
    - Decking Preparation: Reinforce and prepare the metal decking.
    - Concrete Pouring: Pour concrete over the metal decking, ensuring proper curing and finishing.

#### Phase 3: Interior Construction and Finishing (May 2025 - June 2025)

- Interior Fit-Out:
  - Partition Construction: Build interior partitions within the concrete block structure.
  - Fixtures and Finishes: Install fixtures, cabinetry, countertops, flooring, and perform painting and tiling.
- Quality Assurance:
  - Inspections: Conduct inspections to ensure quality and compliance with design specifications.
  - Final Touch-Ups: Complete necessary adjustments and touch-ups.

#### Phase 4: Final Inspections and Handover (June 2025)

- Final Inspections:
  - Building Code Compliance: Coordinate final inspections with local building authorities and obtain a certificate of occupancy.
  - Retention Pond Verification: Verify that retention ponds meet regulatory requirements and are functioning correctly.'

- Handover:
  - Final Walkthrough: Conduct a final walkthrough with the client.
  - Documentation: Provide all necessary documentation, including warranties, maintenance manuals, and as-built drawings.

### 3. Risk Management and Contingency Planning

- Risk Assessment:
  - Identification: Identify risks related to concrete construction and site work, including delays in pond construction or issues with concrete curing.
  - Mitigation Strategies: Develop strategies to address these risks, including contingency plans for material procurement and site work.
- Contingency Planning:
  - Contingency Resources: Allocate resources and budget for potential issues related to concrete and site work.
  - Schedule Adjustments: Create flexible schedules to accommodate any delays or unforeseen issues.

### 4. Communication and Reporting

- Regular Updates:
  - Progress Reports: Provide updates on project milestones, including site work and concrete construction phases.
  - Documentation: Share detailed reports and inspection results.
- Stakeholder Meetings:
  - Scheduled Meetings: Organize meetings with stakeholders to review progress and address concerns.
  - Feedback Integration: Incorporate feedback into the project plan.

### Conclusion:

CDW Construction is committed to the successful completion of the buildings at 103 Key Heights Dr and 81850 Overseas Highway, including all site work and retention ponds, by June 30, 2025. Our comprehensive approach ensures timely completion and high-quality results.

## **Detailed Project Timeline with Dates**

### **1. Project Kickoff and Planning**

- **Initial Planning and Coordination:** October 7, 2024 – October 12, 2024
- **Finalize Contracts and Permits:** October 13, 2024 – October 22, 2024
- **Kickoff Meeting and Project Briefing:** October 23, 2024 – October 24, 2024

**Total Duration: 17 days**

### **2. Pre-Construction**

- **Site Preparation and Mobilization:** October 25, 2024 – November 7, 2024
- **Excavation and Earthwork:** November 8, 2024 – November 22, 2024
- **Utility and Site Services Installation:** November 23, 2024 – December 3, 2024

**Total Duration: 35 days**

### **3. Foundation and Structural Work**

- **Foundation Excavation and Footings:** December 4, 2024 – December 18, 2024
- **Foundation Walls and Slabs:** December 19, 2024 – January 14, 2025
- **Structural Framing and Concrete Work:** January 15, 2025 – February 20, 2025

**Total Duration: 60 days**

### **4. Building Envelope**

- **Exterior Walls and Roofing:** February 21, 2025 – March 20, 2025
- **Windows and Doors Installation:** March 21, 2025 – April 4, 2025
- **Weatherproofing and Insulation:** April 5, 2025 – April 14, 2025

**Total Duration: 45 days**

### **5. Interior Construction**

- **Partition Walls and Drywall Installation:** April 15, 2025 – May 4, 2025
- **Electrical and Plumbing Rough-ins:** May 5, 2025 – May 19, 2025
- **Interior Finishes (Painting, Flooring, etc.):** May 20, 2025 – June 24, 2025

**Total Duration: 41 days**

### **6. Final Touches and Inspections**

- **Final Fixtures and Equipment Installation:** June 25, 2025 – June 27, 2025

- **Site Cleanup and Landscaping:** June 28, 2025 – June 29, 2025
- **Final Inspections and Adjustments:** June 30, 2025

**Total Duration: 6 days**

**Completion Deadline**

- **Project End Date:** June 30, 2025

## COST PROPSAL

DIVISION NO.	DESCRIPTION	TOTAL DIV. COST
1000	General Requirements	\$ 102,865
3000	Concrete	\$ 292,810
4000	Masonry	\$ 157,090
5000	Metals	\$ 255,360
8000	Openings	\$ 72,850
9000	Finishes	\$ 162,702
10000	Specialties - Equipment Allowance	\$ 20,000
22000	Plumbing	\$ 59,329
23000	HVAC/Mechanical	\$ 21,410
26000	Electrical	\$ 134,338
32000	Exterior Improvement	\$ 73,300
33000	Utilities	\$ 142,870
PROJECTED COST		\$ 1,494,924
OVERHEAD AND PROFIT	15%	\$ 224,238
INSURANCE	0%	\$ -
CONTINGENCY	0%	\$ -
BID		\$ 1,719,162

This cost proposal is valid for a period of ninety (90) days from the date of this proposal. Any adjustments or additional costs incurred beyond this period may be subject to review and modification.





07/26/2024

**Re:** CDWRE Construction, LLC

Dear Sir/Madam:

This letter will confirm that CDWRE Construction, LLC is currently bonded by Accelerant National Insurance Company, which is rated A- (Excellent) by AM Best (Financial Size Category IX).

Accelerant National Insurance Company provides surety support for CDWRE Construction, LLC on single bonds up to \$1,500,000 within an aggregate bond program of \$1,500,000. Execution of any final bonds is subject to favorable review of the final contract terms, conditions, specifications, bond forms, and financing by both CDWRE Construction, LLC and Accelerant National Insurance Company as well as our normal underwriting considerations.

In accordance with normal surety practice, our willingness to extend suretyship will be based on our underwriting of CDWRE Construction, LLC at the time the bonds are requested. This letter is not a commitment for any specific project and Accelerant National Insurance Company shall not be held responsible if a bond is not issued on the account's behalf. For the avoidance of doubt, Accelerant National Insurance Company incurs no liability as a result of issuing this letter.

If we can provide any further assurances or assistance in regards to this matter, please feel free to contact me at (770) 910-2841.

Sincerely,

A handwritten signature in black ink that reads "Alexis Ryder".

**Alexis Ryder**  
Attorney-in-Fact  
[lexie@getinrev.com](mailto:lexie@getinrev.com)

Accelerant National Insurance Company  
400 Northridge Road, Suite 800  
Sandy Springs, GA 30350  
(833) 284-9200



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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

**WAYBRIGHT, CURTIS MATTHEW**

CDW CONSTRUCTION  
7742 N KENDALL DR #221  
MIAMI FL 33156

**LICENSE NUMBER: CGC1528508**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 08/03/2024

Do not alter this document in any form.

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







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

**Detail by Entity Name**

Florida Limited Liability Company  
CDWRE CONSTRUCTION LLC

Filing Information

**Document Number** L19000235426  
**FEI/EIN Number** 84-3184796  
**Date Filed** 09/18/2019  
**Effective Date** 09/17/2019  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 03/19/2024

Principal Address

7742 N. KENDALL DRIVE  
#221  
MIAMI, FL 33156

Changed: 03/19/2024

Mailing Address

7742 N. Kendall Drive  
#221  
MIAMI, FL 33156

Changed: 03/19/2024

Registered Agent Name & Address

Waybright, Curtis  
7742 N. Kendall Drive  
#221  
MIAMI, FL 33156

Name Changed: 09/26/2022

Address Changed: 03/19/2024

Authorized Person(s) Detail

**Name & Address**

Title MGR

Waybright, Curtis  
7742 N. Kendall Drive  
#221  
MIAMI, FL 33156

**Annual Reports**

Report Year	Filed Date
2022	09/26/2022
2023	03/19/2024
2024	03/19/2024

**Document Images**

<a href="#">03/19/2024 -- REINSTATEMENT</a>	View image in PDF format
<a href="#">09/26/2022 -- REINSTATEMENT</a>	View image in PDF format
<a href="#">07/27/2021 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">09/28/2020 -- REINSTATEMENT</a>	View image in PDF format
<a href="#">09/18/2019 -- Florida Limited Liability</a>	View image in PDF format

Sign and Submit


**12. SUSPENSION AND DEBARMENT**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

  
Signature of Authorized Certifying Official  
Name and Title of Authorized Certifying Official  
Date

Sign and Submit

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
Signature of Authorized Certifying Official

Curtis Waybright, President  
Name and Title of Authorized Certifying Official

9/9/24  
Date



Sign and Submit

## **ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS**

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

### **A. Access to Records:**

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **B. Changes to the Contract:**


Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

**C. Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

**D. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

**E. No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



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Signature of Contractor's Authorized Official

*Curtis W. Gish President*

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Name and Title of Contractor's Authorized Official



## APPENDIX A

### ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED
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In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

  
Signature

Curtis W. Wright  
Print name

President  
Title

9/9/24  
Date

### Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: COWR6 Construction LLC ("Vendor")  
 Vendor FEIN: 84-3184796  
 Address: 7742 N. Kendall Dr. #221  
 City: Miam. State: FL Zip: 33156  
 Phone number: 305-771-5552 Email Address: Curtis@cdwadvisory.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

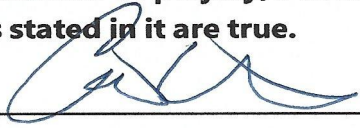
As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

#### Written Declaration

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

By:   
 Authorized Signature

Print Name and Title: Curtis Wiggins President

Date: 9/9/24

Exhibit "B"

PROJECT TIMELINE

## **Detailed Project Timeline with Dates**

### **1. Project Kickoff and Planning**

- **Initial Planning and Coordination:** October 7, 2024 – October 12, 2024
- **Finalize Contracts and Permits:** October 13, 2024 – October 22, 2024
- **Kickoff Meeting and Project Briefing:** October 23, 2024 – October 24, 2024

**Total Duration: 17 days**

### **2. Pre-Construction**

- **Site Preparation and Mobilization:** October 25, 2024 – November 7, 2024
- **Excavation and Earthwork:** November 8, 2024 – November 22, 2024
- **Utility and Site Services Installation:** November 23, 2024 – December 3, 2024

**Total Duration: 35 days**

### **3. Foundation and Structural Work**

- **Foundation Excavation and Footings:** December 4, 2024 – December 18, 2024
- **Foundation Walls and Slabs:** December 19, 2024 – January 14, 2025
- **Structural Framing and Concrete Work:** January 15, 2025 – February 20, 2025

**Total Duration: 60 days**

### **4. Building Envelope**

- **Exterior Walls and Roofing:** February 21, 2025 – March 20, 2025
- **Windows and Doors Installation:** March 21, 2025 – April 4, 2025
- **Weatherproofing and Insulation:** April 5, 2025 – April 14, 2025

**Total Duration: 45 days**

### **5. Interior Construction**

- **Partition Walls and Drywall Installation:** April 15, 2025 – May 4, 2025
- **Electrical and Plumbing Rough-ins:** May 5, 2025 – May 19, 2025
- **Interior Finishes (Painting, Flooring, etc.):** May 20, 2025 – June 24, 2025

**Total Duration: 41 days**

### **6. Final Touches and Inspections**

- **Final Fixtures and Equipment Installation:** June 25, 2025 – June 27, 2025

- **Site Cleanup and Landscaping:** June 28, 2025 – June 29, 2025
- **Final Inspections and Adjustments:** June 30, 2025

**Total Duration: 6 days**

**Completion Deadline**

- **Project End Date:** June 30, 2025