

SECTION E

BID SHEETS

PROJECT NAME: Coconut Creek Parkway Pedestrian Lighting
PROJECT NO.: Bid No. 06-19-19-11

THIS BID SUBMITTED BY: Powercore, Inc.
Company Name
Damian Sazama
Authorized Company Representative
5101 W. Eau Gallie Blvd
Address
Melboure, Brevard, FL 32934
City, State, Zip

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with City in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Invitation for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This bid will remain subject to acceptance for ninety (90) days after the day of bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of City's Notice of Award.
3. In submitting this bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No: <u>n/a</u>	Dated: _____
Addendum No: <u>n/a</u>	Dated: _____
Addendum No: <u>n/a</u>	Dated: _____
Addendum No: <u>n/a</u>	Dated: _____
 - (b) Bidder has familiarized himself with the nature and extent of the contract documents, work, site, locality, and all local conditions and law and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
 - (c) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect

the cost, progress performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

- (d) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (e) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (f) Bidder has given Purchasing and Contracts Manager written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution by the Purchasing and Contracts Manager is acceptable to Bidder.
- (g) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

4. Bidder will complete the work for the following price:

Lump Sum \$ 531,610.64

10% Contingency (based upon the lump sum amount \$ 53,161.06)

Five hundred eighty-four thousand, seven hundred seventy-one dollars and seventy cents
Lump Sum Including 10% Contingency (Written)

5. Bidder agrees that the work will be completed within two hundred seventy (270) calendar days after the date stipulated in the Notice to Proceed.

6. Communications concerning this bid shall be addressed to:

Company Name: Powercore, Inc.

Bidder's Name: Bryan Riley

Bidder's Title: President

Address: 5101 W. Eau Gallie Blvd

City/State/Zip: Melboure, Brevard, FL 32934

Phone: 321-253-1402 Fax: 321-253-2308

Email: estimating@powercore.us

Web Address: powercore.us

7. The terms used in this bid are the same as defined in the General Conditions, Specifications and other parts of the Contract Documents

SUBMITTED on June 18th, 2019

If BIDDER is:

An Individual

By _____
(SEAL) (Individual's Name)

doing business as _____

Business address: _____

Phone No: _____

A Partnership

By _____
(SEAL) (Firm's Name)

_____ (General Partner)

Business address: _____

Phone No: _____

A Corporation

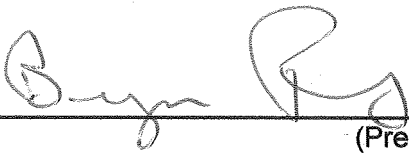
By _____ PowerCore, Inc.
(Corporation name)

_____ Florida
(State of Incorporation)

By _____ Bryan Riley
(Name of Person Authorized to Sign)

_____ President
(Title)

(Corporate Seal)

Attest _____ 
(President)

Business address: _____ 5101 W. Eau Gallie Blvd., Melbourne, FL 32934

Phone No: _____ (321) 253-1402

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**CITY OF COCONUT CREEK
COCONUT CREEK PARKWAY PREDESTRIAN LIGHTING
BID NO. 06-19-19-11**

BID SCHEDULE

NOTES:

1. All bid prices shall be inclusive of all labor, equipment, material, all incidentals and testing costs including sales tax and all other applicable taxes and fees. Contractor to be responsible for all permit fees except City's.
2. The Bidder agrees to perform all the work described in the Contract Documents for a lump sum amount, or for the quantities listed for the applicable line item on the Bid Schedule.
3. It is the intention of the City to award a contract to the lowest responsible and responsive Bidder based on the total amount of the bid.
4. Any discrepancy between the written and electronic prices, the electronic prices shall prevail.
5. Where the quantities in the Bid Schedule line items vary from the quantities shown on the plans, the quantities in the Bid Schedule shall apply.
6. The City reserves the right to increase/decrease the quantities as needed to serve the intent of the project without any claim for losses by the Contractor.

**BIDDER SHALL SUBMIT PRICES ELECTRONICALLY THROUGH
THE EBID SYSTEM "LINE ITEMS" TAB**

WWW.COCONUTCREEK.NET/PURCHASING

VISA PURCHASING CARD:

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, and deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of the bid. Vendors are not to add notations such as "+3% service fee" in their bid response. All bid responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

Purchasing Card Acceptance



Why You Should Accept City of Coconut Creek's Purchasing Card

The Challenge

To optimize working capital, buying organizations are requesting that their suppliers accept purchasing cards for payment. By replacing their paper-based accounts payable process with an electronic purchasing card solution, buyers reduce their overall payables cost and suppliers reduce their collection expenses. As a supplier you will be able to accept credit card payments while minimizing your acceptance costs.

The Solution

We would like for you to begin accepting the SunTrust Purchasing Card. Payments made with a purchasing card provide faster receipt of funds, as they are deposited electronically to your checking account. We have partnered with SunTrust to negotiate preferred product and pricing solutions that fit the needs of Business-to-Business (B2B) purchasing card acceptance.

Here's How It Works

SunTrust will provide a computer-based solution that allows you to get the best effective rate for B2B card acceptance. A computer-based application is necessary to authorize and settle transactions at the best available interchange rate, as typical point-of-sale terminals do not have the capability to send the additional required enhanced data with the purchasing card transactions.

What's In It For You

With our B2B solution you will receive payments quicker than through the manual paper-based process. You can also:

- Achieve cost reductions in mail handling, depositing payments and collection
- Have your funds deposited electronically
- Receive payments faster and improved cash flow
- Gain greater visibility to manage cash flow through online reporting
- Increase accounting efficiency
- Receive competitive processing rates and fees
- Eliminate returned or lost checks processing and related expenses
- Experience reduced potential for fraud than with check payments
- Decrease days sales outstanding

City of Coconut Creek Preferred Supplier Acceptance Pricing

We have created a program to allow you to qualify at the best effective rates either by software or through a web-based solution.

Visa® Rate	Purchase Card Level 2	Purchase Card Level 3	Large Ticket Rate
*Interchange Rate	2.00% + \$0.05	1.80% + \$0.10	1.45% + \$35.00
*Assessment Fee	0.0925%	0.0925%	0.0925%
SunTrust Merchant Services Fee	0.20%	0.20%	0.20%
*Effective Rate	2.33%	2.13%	1.78%

*Rate provided by Visa

Purchase Level 2

To qualify for the Visa Level 2 Interchange Rates, the sales tax amount must be reported and the value must be greater than zero.

Purchase Level 3

To qualify for the Visa Level 3 Interchange Rate, Level 3 data (item description, product code, quantity, unit of measure and commodity code) must be reported. If the Sales tax is not applied, a value of zero (0.00) is required.

Purchase Large Ticket

To qualify for the Visa Large Ticket Interchange Rate, Level 2 and Level 3 data must be reported. Any transaction greater than \$6,980 that has the required data elements will qualify for the Visa Large Ticket Rate.

City of Coconut Creek Preferred Product Solution Pricing

Type	Solution Name	Price
Software-based Application	Payment Software	Set-up (one-time): Waived Monthly Access: \$0.00 Per Transaction:\$0.00
Internet-based Solution	Global Gateway e4	Set-up (one-time): Waived Monthly Access: \$9.95 Per Transaction:\$0.05

Value-Added Services

- Preferred Supplier status
- Set preferred processing fees for B2B acceptance
- No cost computer application
- No set-up fee
- No early termination fees
- Online reporting

Supplier Sign-Up:

To begin the supplier enrollment process, please call 855.468.0317.

Completion Time: 270 Calendar Days

Work shall be commenced in accordance with the Agreement date and shall be completed within two hundred seventy (270) calendar days as stipulated in the Notice to Proceed.

Bidder: Powercore, Inc.

Address: 5101 W. Eau Gallie Blvd

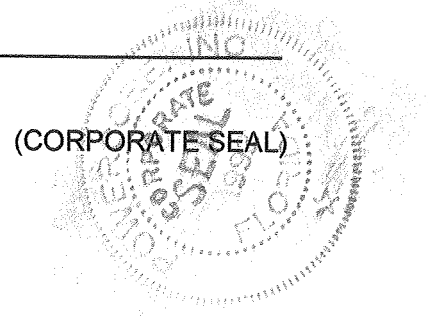
City/State/Zip Melbourne, Brevard, FL 32934

By: Bryan Riley

Title: President

Signature: 

Attest: 



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SECTION F

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, PowerCore, Inc.
as Principal and Contractor, and Great American Insurance Company

hereinafter called Surety, are held and firmly bound unto City of Coconut Creek, a political subdivision of the State of Florida, and represented by its City Manager, in the sum of five percent (5%) of the total amount bid of:

Five Percent of Amount Bid

(Written Dollar Amount)

dollars (\$ 5% of Bid) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the City of Coconut Creek for the furnishing of all labor, materials (except those to be specifically furnished by the City), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and the detailed Drawings and Specifications, entitled:

**COCONUT CREEK PARKWAY PEDESTRIAN LIGHTING
BID NO. 06-19-19-11**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of five percent (5%) of the Base Bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Coconut Creek and furnishes the Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the awarded bid, satisfactory to the City, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Coconut Creek and the Surety herein agrees to pay said sum immediately upon demand of the City in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said PowerCore, Inc.
 as Principal herein, has caused these presents to be signed in its name by its _____
President and attested by its _____
Manager under its corporate seal, and the said _____
Great American Insurance Company as Surety herein, has caused these presents
 to be signed in its name by its _____ Attorney-in-Fact
 _____ and attested in its name by its _____ Secretary
 _____ under its corporate seal, this 19th day of June A.D.,
 2019.

Signed, sealed and delivered
 in the presence of:

 Gabriele Hunt, Manager & Witness
 As to Principal

Derek Lacy, Secretary & Witness
 As to Surety

PRINCIPAL: PowerCore, Inc.
 BY: _____
 NAME: Bryan Riley, President

Great American Insurance Company
 Surety
 BY: _____
 Attorney-in-Fact James J. Drew
 (Power-of-Attorney to be attached)
 BY: _____
 Resident Agent James J. Drew
 License No. W104893

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 21209

POWER OF ATTORNEY

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

Name	Address	Limit of Power
LENITA W. WRIGHT	BOTH OF	BOTH
JAMES J. DREW	MAITLAND, FLORIDA	\$100,000,000

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **22ND** day of **APRIL**, 2019



Stephen C. Beraha
Assistant Secretary

MARK VICARIO (877-377-2405)
Mark Vicario
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **22ND** day of **APRIL**, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this **19th** day of **June**, 2019



Stephen C. Beraha
Assistant Secretary

SECTION G

NON-COLLUSIVE AFFIDAVIT

State of Florida)
County of Brevard)ss

Bryan Riley

being first duly sworn, deposes and says that:

- (1) He/she is the President
(Owner, Partner, Officer, Representative or Agent)
of Powercore, Inc. the Bidder that has submitted the attached bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix an overhead, profit, or cost elements of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

[Signature]
Gabriele S. Hunt

By: [Signature]

Bryan Riley
(Printed Name)

President
(Title)

ACKNOWLEDGEMENT

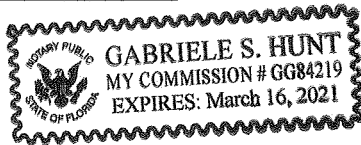
State of Florida

County of Brevard

The foregoing instrument was acknowledged before me this 18th day of June,
2019, by Bryan Riley, who is personally known to me or who has produced
----- as identification and who did (did not) take an oath.

WITNESS my hand and official seal

[Signature]
NOTARY PUBLIC



Gabriele S. Hunt

(Name of Notary Public: Print, Stamp, or
Type as Commissioned.)

SECTION H

SWORN STATEMENT ON PUBLIC ENTITY CRIMES UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).

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

1. This sworn statement is submitted with Bid No. 06-19-19-11 for Coconut Creek Parkway Pedestrian Lighting.
2. This sworn statement is submitted by PowerCore, Inc. (name of entity submitting sworn statement) whose business address is 5101 W. Eau Gallie Blvd., Melbourne, FL 32934 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3146076. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Bryan Riley and my
(Please print name of individual signing)
relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes as amended from time to time, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**

BR

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**

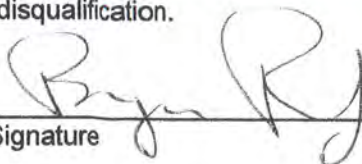
BR The person or affiliate has not been placed on the convicted vendor list. (If the box is not checked, please describe any action taken by or pending with the Department of General Services.)

10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133, Florida Statutes as amended from time to time.

11. Conviction of a public entity crime shall be cause for disqualification.

PowerCore, Inc.

Bidder's Name



Signature

Date: 6/18/19

State of: Florida

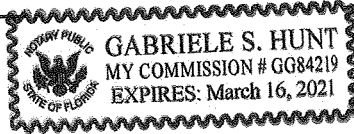
County of: Brevard

The foregoing instrument was acknowledged before me this 18th day of June, 2019, by Bryan Riley, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Gabriele S. Hunt
Notary Public Signature

Gabriele S. Hunt

Notary Name, Printed, Typed or Stamped



Commission Number: GG84219

My Commission Expires: 3/16/2021

SECTION I

DRUG-FREE WORKPLACE FORM

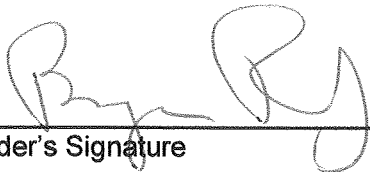
The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that (Name of Business)

Powercore, Inc.

_____ does:

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

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



Bidder's Signature

Powercore, Inc.

Company Name

6/18/19

Date

SECTION J

INDEMNIFICATION CLAUSE

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the Contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action. This section shall not be construed as consent to be sued by any third parties in any matter arising out of this Agreement. The foregoing indemnification and release shall survive the termination of this Agreement.

PowerCore, Inc.

Bryan Riley
Signature

6/18/19

Contractor's Name

Date

State of: Florida

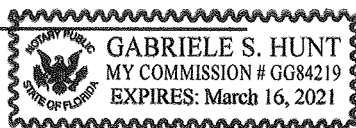
County of: Brevard

The foregoing instrument was acknowledge before me this 18th day of June,

2019, by Bryan Riley, who is (who are) personally known to me or who

has produced _____ as identification and who did (did not) take an oath.

Gabriele S. Hunt
Notary Public Signature



Gabriele S. Hunt

Notary Name, Printed, Typed or Stamped

Commission Number: GG84219

My Commission Expires: 3/16/2021

SECTION K

BIDDER'S QUALIFICATIONS

NOTE: This statement of Bidder's Qualifications must be completely filled out, properly executed and returned as part of your bid.

- List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by name and titles:

Name of Company: Powercore, Inc.

Address: 5101 W. Eau Gallie Blvd

City: Melbourne State: Florida Zip: 32934

Phone No.: 321-253-1402 Fax No.: 321-253-2308

Federal Tax I.D.: 59-3146076

Principals: Bryan Riley Titles: President

Shane Murphy Vice President

- Are you licensed, as may be required, in the designated area(s) of Broward County, Florida?

Yes No

- List Principals Licensed:

Name(s): Bryan Riley Title: President

Remarks: State EC & CG Licenses

- How long has your company been in business and so licensed? Oct 1992

- If Bidder is an individual or a partnership, answer the following:

- Date of organization: _____

BIDDER'S QUALIFICATIONS

b. Name, address and Ownership percentage of all partners:

c. State whether general or limited partnership: _____

If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals.

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

5 years (Name change occurred in 2014)

a. Under what other former names has your organization operated?

PAH Constructors, Inc.

7. a. Has your company ever failed to complete a bonded obligation or to complete a Contract?

Yes _____ No

b. If so, give particulars including circumstances, where and when, name of bonding company, name and address of City and disposition of matter:

BIDDER'S QUALIFICATIONS

8. **Litigation/Judgments/Settlements/Debarments/Suspensions:**
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from doing business with any government agency and/or professional board.

9. a. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Bryan Riley, State of Florida EC & GC & PE Licenses

Shane Murphy, Vice President of Operations

Damian Sazama, VP of PowerCore Communications / Project Management

b. State the name of the individual(s) and titles who will personally supervise the work:

Shane Murphy, Vice President of Operations

Damian Sazama, Project Management

10. List name and title of persons in your company who are authorized to enter into a Contract with the City of Coconut Creek, Florida for the proposed work should your company be the Successful Bidder.

Name: Bryan Riley _____

Title: President _____

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
No.

12. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount, the approximate percentage, and the work that will be performed by each such subcontractor(s). Include the name of the subcontractor(s) and the approximate percentage of work.

No.

13. Under what conditions does the Bidder request Change Orders.

Project Scope changes

14. Bank References:

Bank	Address/City/State/Zip	Telephone
Bank of America	P.O. Box 15284, Wilmington, DE 19850	321-426-2282

15. Attach a financial statement including Bidder's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes, receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e) Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)

16. State the name of the firm preparing the financial statement and date thereof:

Whittaker Cooper Financial Group

17. Is this financial statement for the identical organization named on page one? Yes No

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsiary).

19. Have you personally inspected the site of the proposed work?

Yes No

20. Do you have a complete set of documents, including drawings and addenda, if applicable?

Yes No

21. Did you attend the pre-bid conference if any such conference was held?

Yes No No Conference Held

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, firm or corporation to furnish any information requested by the City of Coconut Creek, Florida to verification of the recitals comprising this statement of the Bidder's qualifications. **DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

Date: 6/18/19

Bryan Riley
Signature

Bryan Riley
Print Name

PowerCore, Inc.
Company

President
Title

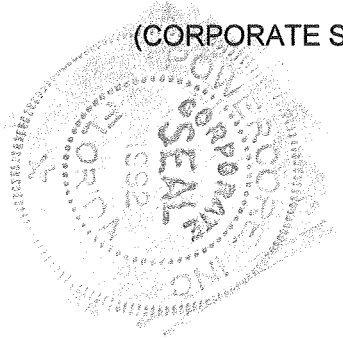
If Corporation (Seal) If Individual or Partnership, two Witnesses are required:

Gilbert S H
Witness

[Signature]
Witness

Respectfully submitted

(CORPORATE SEAL)



Powercore, Inc.
Company – Contractor

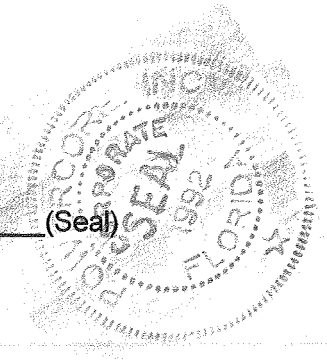
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BIDDER'S QUALIFICATIONS

ATTEST:

[Signature]
Secretary Witness as to President

By [Signature] (Seal)
President



[Signature]
Witness

[Signature]
Witness

[Signature]
Contractor Signature

Construction Industry Licensing Board

Registration No.: _____

Certification No.: CGC1511238 / EC13003093

Qualifying Individual: Bryan Riley

SECTION L

CERTIFIED RESOLUTION

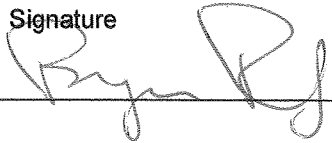
I, Bryan Riley (Name), the duty elected ^{President} ~~Secretary~~ of PowerCore, Inc. (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Bryan Riley (Name)" The duly elected President (Title of Officer) of PowerCore, Inc. (Corporate title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coconut Creek and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

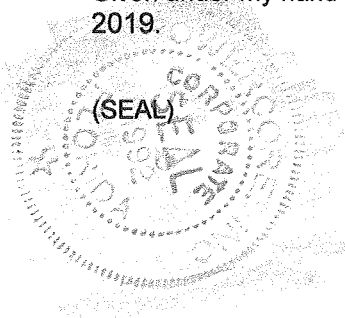
The City of Coconut Creek shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

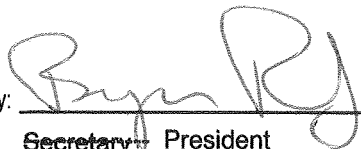
I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

Name	Title	Signature
Bryan Riley	President	

Given under my hand and the Seal of the said corporation this 18th day of June, 2019.



By: 
Secretary ~~President~~
PowerCore, Inc.
Corporate

NOTE: The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coconut Creek that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

SECTION N**REFERENCES**

The following is a list of at least four (4) references that Contractor has provided similar service in the past three (3) years. Government agency references are preferred.

1. Name of Firm, City, County or Agency: Ranger Construction for FDOT
 Address: 1200 Elboc Way
 City/State/Zip: Winter Garden, FL 34787
 Contact: Amanda Hanks Title: Management
 Email Address: -
 Telephone: 772-210-1451 Fax: -
 Scope of Work: Signalization, ITS, Lighting

2. Name of Firm, City, County or Agency: FDOT District 5
 Address: 719 South Woodland Blvd.
 City/State/Zip: Deland, Florida 32720
 Contact: Rudy Powell Title: P.E., Director of Office Maintenance
 Email Address: d5prcustodian@dot.state.fl.us
 Telephone: 386-943-5000 Fax: -
 Scope of Work: Lighting Maintenance and repairs

3. Name of Firm, City, County or Agency: Gosalia for FDOT Central Office
 Address: 150 E. Bloomingdale Ave
 City/State/Zip: Brandon, FL 33511
 Contact: Noah Trinklin Title: Management
 Email Address: ntrinklin@gosalia.net
 Telephone: 813-530-4625 Fax: -
 Scope of Work: Lighting

4. Name of Firm, City, County or Agency: DBI Services for FDOT District 5
 Address: 105 Bellagio Cir
 City/State/Zip: Sanford, FI 32771
 Contact: Donnie Grinstead Title: Management
 Email Address: -
 Telephone: 407-494-8621 Fax: -
 Scope of Work: Lighting Maintenance and repairs

NOTE: Additional references may be attached and provided.

SECTION O

**ACKNOWLEDGEMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO: CITY OF COCONUT CREEK

We, PowerCore, Inc., hereby acknowledge and
(Prime Contractor)

agree that as Contractors for Coconut Creek Parkway Pedestrian Lighting, Bid No. 06-19-19-11, as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all state and local safety and health regulations, and agree to indemnify and hold harmless the City of Coconut Creek against any and all liability, claims, damages, losses and expenses they may incur due to the failure of

N/A


(Subcontractors Names)

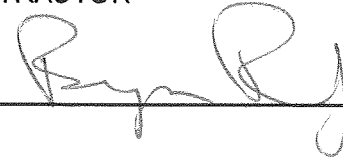
to comply with such act or regulation.


PowerCore, Inc.

CONTRACTOR

BY


ATTEST


BY


ATTEST

6/18/19

DATE

SECTION P

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH
FLORIDA TRENCH SAFETY ACT (SECTION 553.60-553.64, FLORIDA STATUTES)**

STATE OF FLORIDA)
) SS
CITY OF COCONUT CREEK)

BEFORE ME, the undersigned authority, personally appeared Bryan Riley,
who being duly sworn deposes and says as follows:

That he/she is duly authorized representative of PowerCore, Inc. and
such (City) (Partner) (President or other Corporate Officer)

has full authority to execute this Bidder's Affidavit.

- 1. The full legal name and business address of the person or entity submitting this bid:

Powercore, Inc.

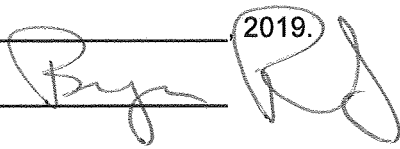
5101 W. Eau Gallie Blvd, Melbourne, FL 32934

- 2. By submission of this bid and subsequent execution of this Contract, the undersigned Bidder certifies that as Successful Bidder (Contractor) all trench excavation done within his control (by his own forces or by his Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R., s. 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
- 3. The undersigned Bidder certifies that as Successful Bidder (Contractor) he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
- 4. The Bidder acknowledges that included in the various items listed in the Schedule of Prices Bid and in the Total Amount Bid are costs for complying with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes as amended from time to time). The Bidder further identifies the costs to be summarized on the following page*:


	Trench Safety Measure	Units of Measure	Unit Quantity	Extended Unit Cost	Cost
A.	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>
B.	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>
C.	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>
D.	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>

TOTAL: x

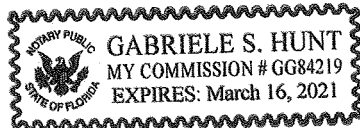
Method of Compliance (Specify) _____

Date: June 18th 2019
 Bryan Riley, President
 Name of Affiant 

SWORN to and subscribed before me this 18th day of June , 2019.


 NOTARY PUBLIC, State of Florida at Large

(Notary Seal)



My Commission expires:
 3/16/2021

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn statement/affidavit, his bid may be declared non-responsive and rejected by City of Coconut Creek.

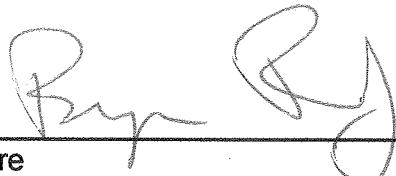
SECTION Q

**SCRUTINIZED COMPANIES CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 215.4725 AND § 215.473**

I, Bryan Riley, on behalf of Powercore, Inc.,
Print Name Company Name

certifies that Powercore, Inc. does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.



Signature

President

Title

321-253-1402
Phone

6/18/19
Date

SECTION R
E-VERIFY FORM

PROJECT DETAILS	Project Name:	Coconut Creek Parkway Pedestrian Lighting
	Project No.:	06-19-19-11
	Project Description:	Lighting Improvments Along Coconut Creek Parkway

ACKNOWLEDGEMENT	Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
	<p>(a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and</p> <p>(b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek.</p>

COMPANY CONTACT INFORMATION	Company Name: PowerCore, Inc.
	Authorized Signature:
	Print Name: Bryan Riley
	Title President
	Date: 6/18/19
	Phone: 321-253-1402
	Email: estimating@powercore.us
Website: powercore.us	

2018 - 2019

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
9451192

THE PERSON(S), OR ENTITY BELOW:
POWERCORE INC
5101 W EAU GALLIE BLVD
MELBOURNE, FL 32934

BUSINESS PERIOD: October 01, 2018 - September 30, 2019
EXPIRES: SEPTEMBER 30, 2019

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS. BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS. A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

LOCATION:
5101 W EAU GALLIE BLVD
MELBOURNE, FL 32934

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321) 264-6969 or (321) 633-2199

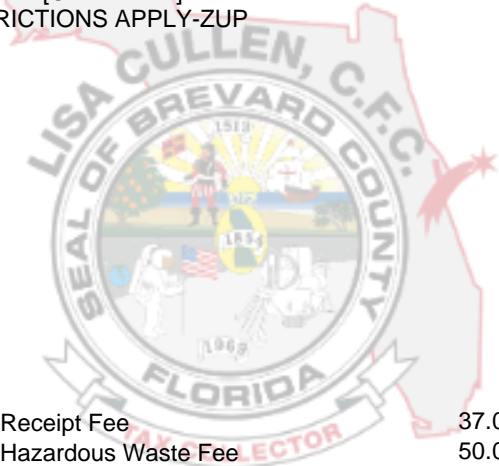
UPON A CHANGE OF OWNERSHIP OR LOCATION,
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS.

OWNED BY:
POWERCORE INC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

- 820005 RECEIPT AMT
- 590501 HAZ WASTE GEN. SURCHARGE
- 300430 MISC. SPECIALTY SUB-CONTR.
- 300240 ELECTRICAL CONTRACTOR
- 300305 GENERAL CONTR.[CERTIFIED]
- 255 ZONING RESTRICTIONS APPLY-ZUP



Receipt Fee	37.00
Hazardous Waste Fee	50.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 000-18-00131286 07/10/2018 87.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

RICK SCOTT, GOVERNOR



JONATHAN ZACHEM, 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

RILEY, BRYAN KENNETH

POWERCORE, INC.
5101 W EAU GALLIE BLVD
MELBOURNE FL 32934

LICENSE NUMBER: CGC1511238

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

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

Additional Business Qualification

RILEY, BRYANK

POWERCORE, INC.
5101 W EAU GALLIE BLVD
MELBOURNE FL 32934

LICENSE NUMBER: EC13003093

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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