

RESOLUTION NO. 2024-

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH FOLDING WALLS OF MIAMI, INC. FOR THE PINECREST COMMUNITY CENTER PARTITION WALLS REPLACEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued a Request for Proposals for *Pinecrest Community Center Partition Walls Replacement*; and

WHEREAS, the Village Manager received a proposal by the published deadline; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Manager is hereby authorized to enter into an agreement with Folding Walls of Miami, Inc. for Pinecrest Community Center Partition Walls Replacement.

Section 2. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 11th day of June, 2024.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Consent Agenda

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Yocelyn Galiano, ICMA-CM
Village Manager
manager@pinecrest-fl.gov

MEMORANDUM
Office of the Village Manager

DATE: June 3, 2024

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager 

RE: Resolution Awarding Village of Pinecrest Community Center Partition Walls Replacement

The Village published a Request for Proposal (RFP) for the Pinecrest Community Center Partition Walls Replacement. The project involves furnishing and installing new partition walls replacing existing system. As a result of the RFP, a proposal from Folding Walls of Miami, Inc. was received by the May 30, 2024 deadline.

The proposed total price for the project is \$68,310.00.

Based upon staff's evaluation of the proposal, I hereby respectfully recommend the Village Council adopt the attached resolution awarding the contract for the Pinecrest Community Center Partition Walls Replacement to Folding Walls of Miami, Inc. This project was budgeted for \$74,355.00 as part of the Pinecrest Community Center Capital Improvement.



Date

May 24th, 2024

FOLDING WALLS of MIAMI inc.

Byrne Corbin

(305)740-5331

FAX: 305/665-7490

Mobil tel.#
305-310-8463

"Pinecrest CC Partition
Walls Replacement"

Project No.2024-008

To whom it may concern,
Enclosed, please find bid for above referenced project.
As the company who provided the original Partition Walls and
Track when the original building was built as well as more
recently in your newly renovated Dance Studio Fabric panels
and track, our scope of work for this Partition Wall
replacement would tie up those rooms for three days total.
At the end of which both rooms will be fully functional.
Have taken the liberty of enclosing elevations showing full
height fabric finish with and without a division molding/chair
rail option at the height of your choice. The lower section of
the Partition Wall is most susceptible to scuff marks and wear
The chair rail option allows for a darker more forgiving color
on the lower part if a two tone panel face is desired.
This molding in my opinion is the best free option we offer!
Finally, regarding the hinged doors at the face of the storage
closet, maybe consider a mural similar to a recent project
completed at FIU in their Recreation Space that they love!
)Please see note enclosed from FIU!

We trust this info is helpful and look
forward to hearing results from this exciting new project.

Sincerely,

Byrne Corbin
President

4041 Woodridge Rd., Miami, Fl 33133-6617

e-mail
foldingwalls@msn.com
www.woodfold.com
www.moderco.com

PROPOSAL

FOLDING WALLS OF MIAMI, INC.
4041 WOODRIDGE ROAD
MIAMI, FLORIDA 33133-6617
(305) 740-5331
Fax (305) 665-7490
www.foldingwallsofmiamifl.com

PROPOSAL SUBMITTED TO Village of Pinecrest		PHONE 305-284-0900	DATE May 24th, 2024
STREET, 12645 Pinecrest Parkway		JOB NAME Pinecrest Community Center	
CITY, STATE and ZIP CODE Pinecrest, FL 33156		JOB LOCATION 5855 SW. 111 Street Pinecrest, FL 33156	
ARCHITECT	DATE OF PLANS	Multi-Purpose Room Moving Partitions	JOB PHONE

We hereby submit specifications and estimates for:

Two (2) Moderco, Inc. Signature Series Model 842 STC 49 Moveable Partition Walls furnished and installed to replace existing including.....

New Fabric finish, hinged panels at face of each storage closet also fabric finished, clear anodized panel frames, removal & disposal of existing, hinges, hardware, jambs, mechanical top and bottom acoustical seals on every panel, Telescopic Lever Closure at back of pocket (Not face), freight, unloading, rubbish removal, fasteners, field measuring, and all required accessories for a complete installation 28 weeks after color selection.

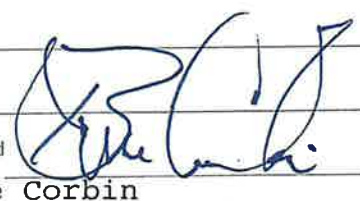
Notes

Pass Doors for egress not included in price below. Add for each if required....\$6,000.00

No additional charge for a built-in clear anodized chair rail at the height of your choice! (See Sketches enclosed)

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: **Sixty Eight Thousand Three Hundred Ten** dollars (**\$68,310.00**).

Payment to be made as follows:
50% Deposit/Balance upon completion



Authorized Signature
Byrne Corbin
Pres. Note: This proposal may be withdrawn by us if not accepted within **60** days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____

PROPOSAL

FOLDING WALLS OF MIAMI, INC.

4041 WOODRIDGE ROAD
MIAMI, FLORIDA 33133-6617
(305) 740-5331
Fax (305) 665-7490
www.foldingwallsofmiamifl.com

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ARCHITECT	DATE OF PLANS	Multi-Purpose Room Moving Partitions	JOB PHONE

We hereby submit specifications and estimates for:

Two(2) Moderco, Inc. Signature Series Model 842 STC 49 Moveable

Partition Walls furnished and installed to replace existing including.....

New Fabric finish, hinged panels at face of each storage closet also fabric finished, clear anodized panel frames, removal & disposal of existing, hinges, hardware, jambs, mechanical top and bottom acoustical seals on every panel, Telescopic Lever Closure at back of pocket (Not face), freight, unloading, rubbish removal, fasteners, field measuring, and all required accessories for a complete installation 28 weeks after color selection.

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Authorized Signature

Byrne Corbin

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Date of Acceptance: _____

Signature _____

Signature _____

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4041 WOODRIDGE ROAD
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Authorized Signature

Byrne Corbin

Note: This proposal may be withdrawn by us if not accepted within 60 days.

Acceptance of Proposal

— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

ATTACHMENT 1
Company Information Form

ATTACHMENT 1

COMPANY INFORMATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE PACKAGE.

Company Name: FOLDING WALLS OF MIAMI INC 4041 WOODRIDGE RD MIAMI, FLORIDA 33133 (305) 740-5331	Federal ID No.: 65-0964014
Contact Person (Name and Title): Byrne Corbin PRES.	Telephone Number: 305-740-5331 / 310-8463 <i>MOBIL OFFICE</i>
Mailing Address: FOLDING WALLS OF MIAMI INC 4041 WOODRIDGE RD MIAMI, FLORIDA 33133 (305) 740-5331	Email: FOLDINGWALLS@MSN.COM
Type of Organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other:	

ATTACHMENT 2
Public Entity Crimes and Conflicts of Interest Form

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list".

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDERS must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Village of Pinecrest or its agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

I, _____, **FOLDING WALLS OF MIAMI INC**
4041 WOODRIDGE RD
MIAMI, FLORIDA 33133
(305) 740-5331

1. This sworn statement is submitted to _____
by BYRNE CORBIN [print name of the public entity] PRES.
[print individual's name and title]
For FOLDING WALLS OF MIAMI, INC.
[print name of entity submitting sworn statement]

whose business address is FOLDING WALLS OF MIAMI INC
4041 WOODRIDGE RD
MIAMI, FLORIDA 33133
(305) 740-5331

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0964014 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. 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 of 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.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
(a) A predecessor or successor of a person convicted of a public entity crime; or
(b) 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

considered an affiliate.

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

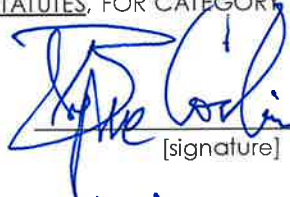
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.


The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order.}

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

Sworn to and subscribed before me this 23 day of MAY, 2024.

Personally known _____


Notary Public - State of FL ANGELINA S. CECCARELLI

OR Produced identification _____

FL DRIVERS LICENCE
(Type of identification)

My commission expires 03-15-25

C615-072-62-104-0

(Printed, typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev.06/11/92)



FOLDING WALLS OF MIAMI INC
4041 WOODRIDGE RD
MIAMI, FLORIDA 33133
(305) 740-5331

ATTACHMENT 3
Drug Free Workplace Form

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' 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 of the commodities or contractual services that are under Bid, he employee will abide by the terms of the statement and will notify the employee 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.

BYRNE COBBIN
Print Name

PRESIDENT
Title

[Signature]
Signature

MAY 24TH, 2024
Date

FOLDING WALLS OF MIAMI INC
4041 WOODRIDGE RD
MIAMI, FLORIDA 33133
(305) 740-5331

ATTACHMENT 4
Reference Form

The Proposer shall provide a minimum of three (3) references of public agencies or cities to which the proposer provided similar services to those being proposed in this RFP.

1. Name of Agency: F.I.U.
Address: 11290 S.W. 12TH ST WRC 107
MIAMI, FL 33199
Contact Person: JANET BRANCH
Phone Number: 305 348 6519
Email Address: JABRANCH@FIU.EDU
Year Contract Initiated: 2021

2. Name of Agency: CITY OF OAKLAND PARK FLORIDA
Address: NORTH ANDREWS GARDENS COMMUNITY CENTER
250 N.E. 56 COURT OAKLAND PARK, FL 33334
Contact Person: LUIS PACHECO
Phone Number: 954 630 4424
Email Address: LUIS.PACHECO@OAKLANDPARKFL.GOV
Year Contract Initiated: 2023

3. Name of Agency: FLORIDA KEYS EMERGENCY OPERATIONS CENTER
Address: 7280 OVERSEAS HWY
MARATHON, FL 33125
Contact Person: MARSHALL QUARLES
Phone Number: 813 510 1206
Email Address: MARSHALL.QUARLES@AJAX BUILDING.COM
Year Contract Initiated: 2022

Please attach any additional optional references.

FOLDING WALLS OF MIAMI INC
4041 WOODRIDGE RD
MIAMI, FLORIDA 33133
(305) 740-5331

ATTACHMENT 5
E-VERIFY AFFIDAVIT Form

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Kristine Hansen
Witness #1 Print Name: Kristine Hansen

Witness #2 Print Name: _____

Signed, sealed and delivered by:
[Signature]
Print Name: BYRNE CORBIN
Title: PRES.
Entity Name: FOLDING WALLS OF MIAMI INC
4041 WOODRIDGE RD
MIAMI, FLORIDA 33133
(305) 740-5331

ACKNOWLEDGMENT

State of Florida
County of MIAMI - DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of MAY, 2024, by BYRNE CORBIN (name of person) as PRES. (type of authority) for FOLDING WALLS OF MIAMI INC (name of party on behalf of whom instrument is executed)



ANGELINA S. CECCARELLI
Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me, or
 Produced identification (Type of Identification: FL DRIVERS LICENCE)
 Did take an oath; or
 Did not take an oath

C615-072-62-104-0

Request For Proposal
PINECREST COMMUNITY CENTER PARTITION WALLS REPLACEMENT
Project No. 2024-008

ATTACHMENT 6
Professional Services Agreement Sample

THE VILLAGE OF PINECREST

AND

[NAME OF ENTITY]

THIS AGREEMENT (this “Agreement”) is made effective as of the ____ day of _____, 2023 (the “Effective Date”), by and between the **VILLAGE OF PINECREST, FLORIDA**, a Florida municipal corporation, whose principal address is 12645 Pinecrest Parkway, Pinecrest, Florida 33156 (hereinafter the “Village”), and [NAME OF ENTITY], a Florida Corporation, whose address is [INSERT ADDRESS] (hereinafter the “Contractor”).

WHEREAS, the Contractor will perform [INSERT SUMMARY OF SERVICES] services on behalf of the Village, all as further set forth in the Proposal dated _____, 2019, attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Contractor and Village, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

1. Scope of Services.

- 1.1 Contractor shall provide the Services set forth in the Proposal attached hereto as Exhibit “A” and incorporated herein by reference.
- 1.2 Contractor shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”).

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for ____ months thereafter, with a two-year renewal option, unless earlier terminated in accordance with Paragraph 8.

2.2 Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1 Compensation for Services provided by Contractor shall be in accordance with the Proposal attached hereto as Exhibit "A." Compensation pursuant to this Agreement for the Services shall not exceed \$_____.

3.2 Contractor shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. SubContractors.

4.1 The Contractor shall be responsible for all payments to any subContractors and shall maintain responsibility for all work related to the Services.

4.2 Contractor may only utilize the services of a particular subContractor with the prior written approval of the Village Manager, which approval shall be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1 Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2 Upon Contractor's request, Village shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities.

6.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement

6.2 The Contractor hereby warrants and represents that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. **Termination.**

8.1 The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.

8.2 Upon receipt of the Village's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3 In the event of termination by the Village, the Contractor shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured.

Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of

specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

- 9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 9.4 **Loss Payee.** The Village is to be specifically named as a loss payee under the Contractor's Professional Insurance policy so that the Village will be a third party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Contractor's Services or performance pursuant to this Agreement.
- 9.5 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 9.6 The provisions of this section shall survive termination of this Agreement.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. Attorneys' Fees and Waiver of Jury Trial.

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1 Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's negligent acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's negligent performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives.

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: Yocelyn Galiano
Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, FL 33156

With a copy to: Chad Friedman, Esq.
Village Attorney

14. **Governing Law and Venue.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3 Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

16. **Ownership and Access to Records and Audits.**

16.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

- 16.3 Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Priscilla Torres

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions.

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees.

23.1 The 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(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Public Entity Crimes Affidavit.

24.1 Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. Counterparts.

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

FOR THE VILLAGE:

**VILLAGE OF PINECREST, a
Florida municipal corporation**

By: _____
Yocelyn Galiano
Village Manager
Date Executed: _____

Attest:

By: _____
Priscilla Torres, CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

By: _____
Mitchell Bierman, Esq.
Village Attorney

FOR THE CONTRACTOR:

[INSERT NAME], a Florida Corporation

By: _____
Name: [INSERT INDIVIDUAL'S NAME]
Title: [INSERT]
Date Executed: _____

Scope of Services are those contained in the Proposal dated _____,
attached hereto and incorporated herein by reference.

ATTACHMENT 7
Professional Services Agreement Acknowledgment Form

The Village requires all contractors doing business with the Village to review its Professional Services Agreement, which is attached to the accompanying competitive solicitation as Attachment "6" (the "Agreement").

By signing this form, the bidder acknowledges that it has read the Agreement and, if awarded a contract by the Village, the awarded bidder shall execute the Agreement prior to or promptly after award of an Agreement by the Village Council. Any comments or proposed revisions by the bidder shall be submitted together with this form. Furthermore, by signing this form, the bidder acknowledges that if the bidder fails to execute the Agreement prior to or promptly after award of an Agreement by the Village Council, the Village may, in its sole discretion, determine that the bidder is non-responsive and proceed to award a contract to the next highest ranked firm.

In the presence of:

Kristine Hansen
Witness #1 Print Name: Kristine Hansen

Witness #2 Print Name: _____

Signed, sealed and delivered by:

[Signature]
Print Name: BYRNE CORBIN
Title: PRES.
Entity Name: FOLDING WALLS OF MIAMI INC

4041 WOODRIDGE RD
MIAMI, FLORIDA 33133
(305) 740-5331

ACKNOWLEDGMENT

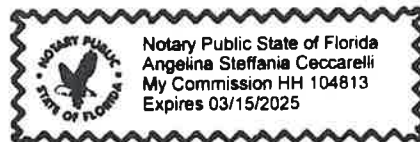
State of Florida
County of MIAMI DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of MAY, 2024, by BYRNE CORBIN (name of person) as PRES. (type of authority) on behalf of FOLDING WALLS OF MIAMI INC (name of party on behalf of whom instrument is executed).
4041 WOODRIDGE RD
MIAMI, FLORIDA 33133
(305) 740-5331

[Signature] ANGELINA S. CECCARELLI
Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or
 Produced identification (Type of Identification: FL DRIVERS LICENCE)
 Did take an oath; or
 Did not take an oath

#C615-072-62-104-0



RE: FOLDING WALLS OF MIAMI 0000255697 2nd Floor Multi-Purpose Room

Janet Branch <jabbranch@fiu.edu>
Wed 5/18/2022 5:02 PM
To: Byrne CORBIN <foldingwalls@msn.com>
Hi Byrne,

RE OPPORTUNITY / OPTION
FOR FOLDING
WALL POCKET DOORS FINISH

Absolutely, we love our folding wall and so glad the mural came to fruition. Binca is the company who designed and installed the mural.
Gilberto Huertas ghuertas@bincaimaging.com

I can snap some pictures tomorrow if you would like, or your clients are welcome to stop by. I was just talking about the community team of Sunny Isles, great group.

DEAR DANNY

Janet S. Branch
Associate Director, Operations
Wellness and Recreation Centers
11290 SW 12th St., WRC 107
Miami, FL 33199
305-348-6519

INCLUDING THIS NOTE BECAUSE FIU.
HAS CLOSET DOORS THAT HIDE THE
PANELS SAME AS YOU! I MENTIONED
THE IDEA OF A MURAL TO THEM AND
THEY LOVED IT!

FIU Academic & Student Affairs
Wellness and Recreation Center

MAYBE CONSIDER FOR YOUR
HINGED
POCKET
DOORS?

5-24-24
FOLDING WALLS OF MIAMI INC
4041 WOODRIDGE RD
MIAMI, FLORIDA 33133
(305) 740-5331

Think differently, go beyond what is expected. Do something great with the opportunity you are given.
Be Worlds Ahead.

From: Byrne CORBIN <foldingwalls@msn.com>
Sent: Wednesday, May 18, 2022 4:58 PM
To: Janet Branch <jabbranch@fiu.edu>
Subject: Re: FOLDING WALLS OF MIAMI 0000255697 2nd Floor Multi-Purpose Room

SINCERELY

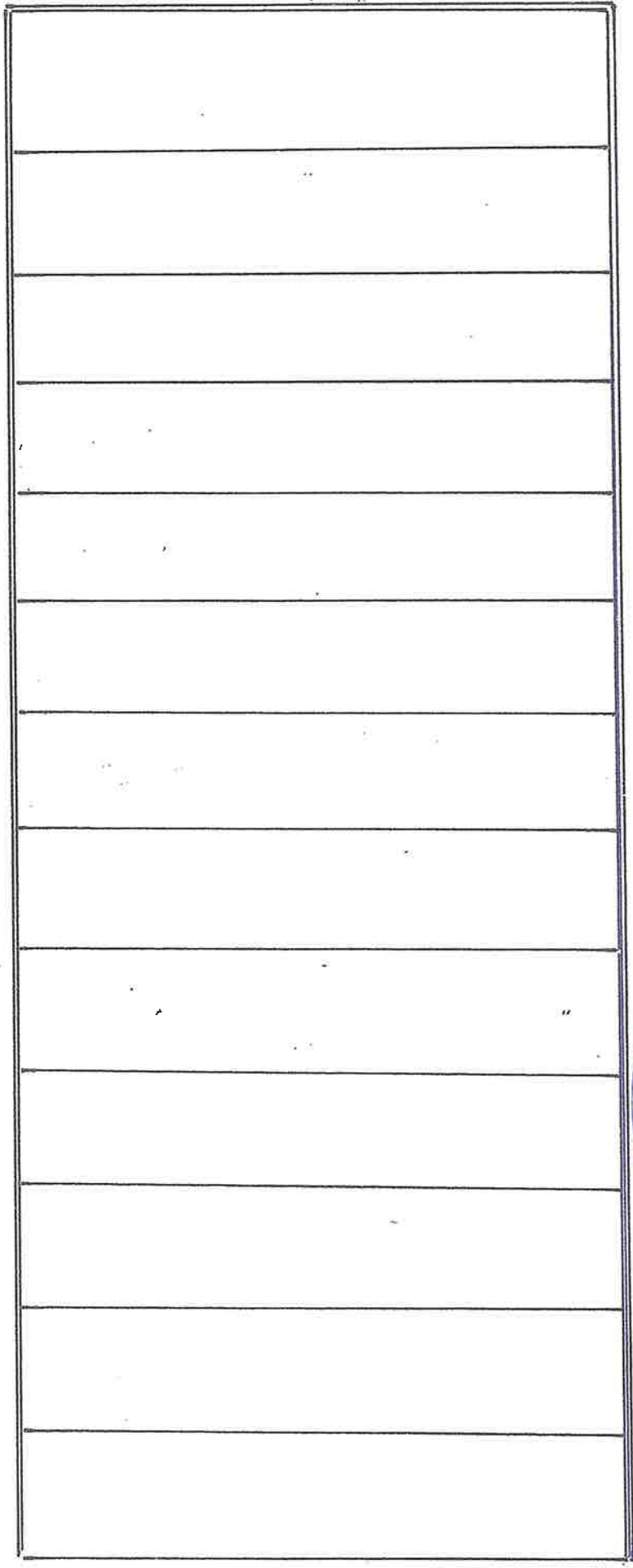

Note: This message originated from outside the FIU Faculty/Staff email system.

Hi Janet,
I hope this finds you well.
I saw recently the beautiful mural that covers an entire wall where the Folding Wall stacks!
The space looks great!
Congrats!
We are working with the City of Sunny Isles Beach at their Pelican Park Community Center

CORKSCREW ELEM. SCHOOL
ESTATES ELEM. SCHOOL

5-24-24
FOLDING WALLS OF MIAMI INC
4041 WOODBRIDGE RD
MIAMI, FLORIDA 33133
(305) 740-5331

VILLAGE OF
PINECREST
PARKS & RECREATION



OR VINYL
OR FABRIC (FULL HEIGHT)
COLOR SELECTION
TO BE SELECTED

ELEVATION

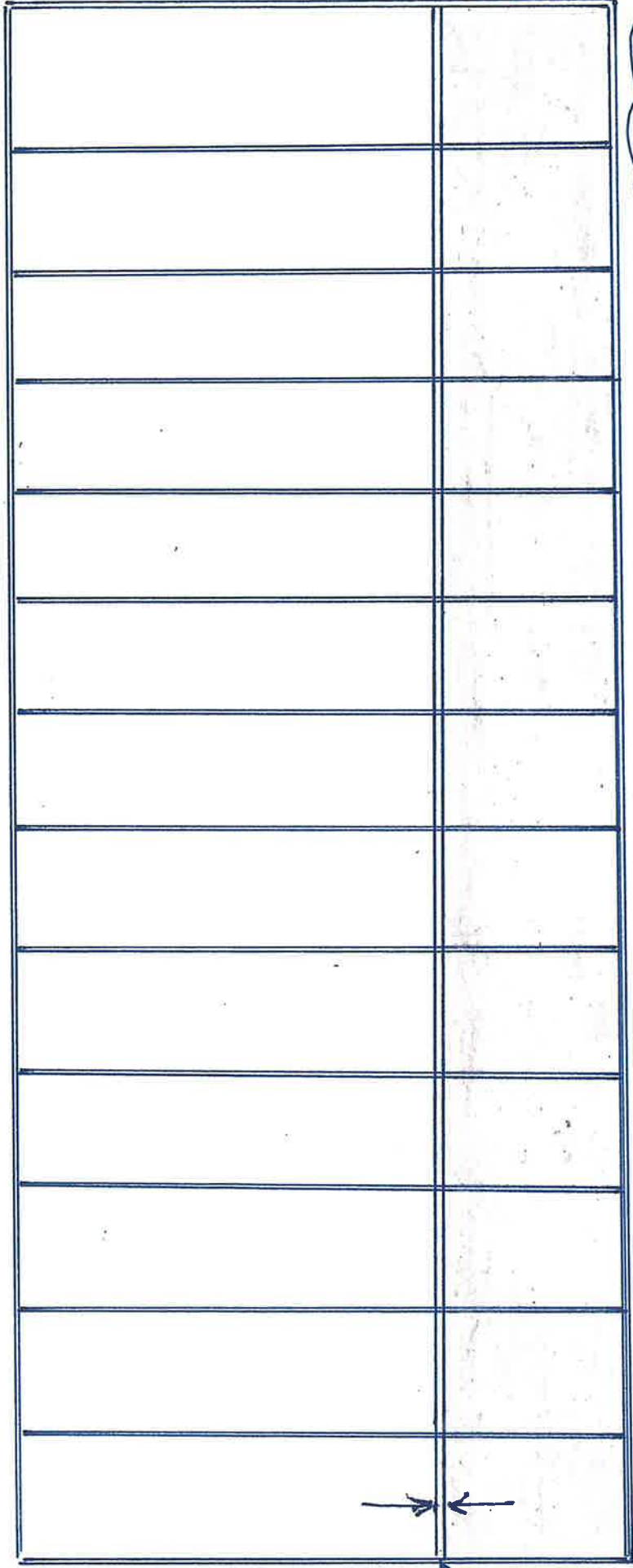
STC 49
NEW SIGNATURE
SERIES MOVABLE
(TYP. OF TWO)

MULTIPURPOSE ROOM / BANQUET

VINYL OR FABRIC
PANEL COLOR SELECTION
SELECT!
COLOR ABOVE
COLOR BELOW

PINECREST C.C.

CHAIR RAIL
OPTION



3/4" ANODIZED
DIVISION
MOLDING

FOLDING WALLS OF MIAMI INC
4041 WOODRIDGE RD
MIAMI, FLORIDA 33133
(305) 740-5331

FREE
OPTION

BASE PRICE

ELEVATION

FULL HEIGHT VINYL OR FABRIC

ADVISE
HEIGHT

MAY 24, 2024

