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Detail by Entity Name

Florida Profit Corporation

WEATHERTROL MAINTENANCE CORP

Filing Information

Document Number 344355

FEI/EIN Number 59-1262109

Date Filed 04/10/1969

State FL

Status ACTIVE

Principal Address

7250 NE 4 AVE
MIAMI, FL 33138

Changed: 04/09/2007

Mailing Address

7250 NE 4 AVE
MIAMI, FL 33138

Changed: 05/01/1996

Registered Agent Name & Address

BORJA, CARLOS I
7250 NE 4 AVE
MIAMI, FL 33138

Name Changed: 04/09/2007

Address Changed: 05/01/1996

Officer/Director Detail

Name & Address

Title PD

BORJA, CARLOS I
8245 S.W. 93 STREET
MIAMI, FL 33156

Title VTR



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BORJA, CARLOS ISIDRO

WEATHERTROL MAINTENANCE CORP
7250 N.E. 4 AVENUE
MIAMI FL 33138

LICENSE NUMBER: **CMC0096875**

EXPIRATION DATE: **AUGUST 31, 2020**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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



BID BOND

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }SS.
CITY OF CORAL GABLES }

WEATHERTROL
MAINTENANCE CORP.

KNOWN ALL MEN BY THESE PRESENTS, That we as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as Surety, are held and firmly bonded unto the City of Coral Gables as Owner in the penal sum of Dollars (\$5% -----), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted to the City of Coral Gables the accompanying Bid, signed _____, and dated OCTOBER 8, 2018, for

**HVAC SERVICES
IFB 2018-015
CORAL GABLES, FLORIDA**

in accordance with the Scope of Services/Work therefore, the call for Bids or-Proposals, and the Instructions to Proposers, all of which are made a part hereof by reference as if fully set forth herein.

NOW, THEREFORE,

- (a) If the Principal shall not withdraw said bid within thirty (30) days after date of opening of the same, and shall within ten (10) days after written notice being given by the City Manager or his designee, of the award of the contract, enter into a written contract with the City, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract,
- (b) in the event of the withdrawal of said bid or proposal within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid or proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

BID BOND

IN WITNESS HEREOF, the above bounded parties have executed this instrument under their several seals this 8TH day of OCTOBER, A.D., 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS

(If Sole Ownership or Partnership, Two (2) Witnesses Required. If Corporation, Secretary Only will attest and affix seal).

(1) [Signature]
(2) [Signature]

PRINCIPAL

WEATHERTROL MAINTENANCE CORP.
Name of Firm
[Signature] (SEAL)
Signature of Authorized Officer
CARLOS BORTA, PRESIDENT
Title
7250 N. E. 4TH AVENUE
Business Address
MIAMI, FL 33138
City, State

WITNESS:

(1) [Signature]
(2) [Signature]

SURETY:
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Corporate Surety
[Signature] (SEAL)
Attorney-In-Fact JOHN W. CHARLTON
2420 LAKEMONT AVENUE, SUITE 200
Business Address
ORLANDO, FL 32814
City, State
MATSON-CHARLTON SURETY GROUP
Name of Local Agency



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216588

Certificate No. 007368533

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

D. W. Matson III, and John W. Charlton

of the City of Coral Gables, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of September, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 6th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
Commission expires the 30th day of June, 2021.



[Signature: Marie C. Tetreault]
Marie C. Tetreault, Notary Public

0001783

Local Business Tax Receipt

Miami - Dade County, State of Florida

- THIS IS NOT A BILL - DO NOT PAY

267534

BUSINESS NAME/LOCATION
WEATHERTROL MAINTENANCE CORP
7250 NE 4TH AVE
MIAMI FL 33138

RECEIPT NO.
RENEWAL
267534

LBT

EXPIRES
SEPTEMBER 30, 2019

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
WEATHERTROL MAINTENANCE CORP

SEC. TYPE OF BUSINESS
196 GENERAL MECHANICAL CONTRACTOR
CMC056875

Worker(s) 10

PAYMENT RECEIVED
BY TAX COLLECTOR
\$49.50 07/23/2018
CHECK21-18-072832

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



IFB No: 2018 – 015

HVAC SYSTEM

Maintenance Services, Repairs and New Installation of HVAC Systems

Contact: Antonio "Tony" Perez
305-908-1000
tperez@wtrol.com

**OFFICIAL DOCUMENT**

Regulatory and Economic Resources
 Environmental Resources Management
 701 NW 1st Court • 7th Floor
 Miami, Florida 33136-3912
 T 305-372-6600 F 305-372-6893

miamidade.gov

Permit No: IW5-006258-2018/2019 (REG)-TASO
 Permit Issued To: WEATHERTROL MAINTENANCE, CORP.
 Facility Location: 7250 NE 4 AVE
 MIAMI, FL 33138-

Contact Name/Address:

Attn: Carlos Borja
 WEATHERTROL MAINTENANCE, CORP.
 7250 NE 4 AVE
 MIAMI, FL 33138-

INDUSTRIAL WASTE 5 ANNUAL OPERATING PERMIT

DESCRIPTION OF FACILITY/EQUIPMENT

This document, issued under the provisions of Chapter 24, Miami-Dade County (Dade County Environmental Protection Ordinance), shall be valid from May 01, 2018 through April 30, 2019. The above named permittee, is hereby authorized to operate the pollution control facility at the above location which consists of the following:

Industrial facilities, handling or storing materials of specific types; served by sanitary sewer.

This facility is subject to conditions listed below and in the following pages (if any) of this permit.

SPECIFIC CONDITIONS

1. All wastes from facility operation shall be stored or disposed of in compliance with county, state and federal regulations.
2. Facility shall have the ability to contain and collect any spill and properly dispose of contaminated materials. Accidental spills must be reported to this department within 24 hours at (305)372-6955.
3. Receipts from all industrial waste and/or wastewater disposal must be maintained at the business and be available for inspection by Department personnel. Receipts shall contain clear information as to the name of the hauler, type of material transported, and quantity of material picked up. Records shall be kept for a period of three years.
4. Hazardous wastes (if allowed) shall not be stored longer than ninety (90) days, for GENERATORS, or one hundred eighty (180) days for SMALL QUANTITY GENERATORS, containers must be clearly labeled, and must have the date of the first day of storage marked on the outside of the container.
5. All above ground tanks and storage areas for hazardous materials and hazardous waste (if allowed) must have secondary containment. Design and construction must have departmental approval.
6. If at any time pollution control facilities or procedures are found to be performing inadequately, the owner must provide immediate improvements to the operating techniques and/or additional equipment in order to operate in compliance with applicable regulations. Additionally, any significant changes in facility operations, processes or inventory of materials must be reported to this office in writing within 10 days.
7. Industrial liquid waste discharges must meet the Miami-Dade County Standards.
8. Rags used in cleaning processes and contaminated with hazardous materials (ie. solvents, inks, oils & grease) must be recycled by an approved rag service or handled as hazardous waste unless proven otherwise by a hazardous waste profile.

GENERAL CONDITIONS

9. The applicant, by acceptance of this document, agrees to operate and maintain the subject operation so as to comply with the requirements of Chapter 24 of the Code of Miami-Dade County.
10. If for any reason, the applicant does not comply with or will be unable to comply with any condition or limitation specified on this document the applicant shall immediately notify and provide the department with the following information: (a) a description of

Lee N. Hefty, Assistant Director
 Department of Regulatory and Economic Resources,
 Environmental Resources Management

- and cause of non-compliance; and (b) the period of non-compliance including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps taken to reduce, eliminate, and prevent recurrence of the non-compliance. The applicant shall be responsible for any and all damages which may result and may be subject to enforcement action by the department for penalties or revocation of this document.
11. As provided in Section 24-15 of the Code of Miami-Dade County, the prior written approval of the Department shall be obtained for any alteration to this facility.
 12. The issuance of this document does not convey any vested rights or any exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations. Nor does it relieve the applicant from liability for harm or injury to human health or welfare or property.
 13. This document is required to be posted in a conspicuous location at the facility site during the entire period of operation.
 14. This document is not transferable. Upon sale or legal transfer of the property or facility covered by this document, the applicant shall notify the department within thirty(30) days. The new owner must apply for a permit within thirty (30) days. The applicant shall be liable for any non-compliance of the source until the transferee applies for and receives a transfer of this document.
 15. The applicant, by acceptance of this document, specifically agrees to allow access to the named source at reasonable times by department personnel presenting credentials for the purposes of inspection and testing to determine compliance with this document and department rules.
 16. This document does not indicate a waiver of or approval of any other department permit that may be required for other aspects of this facility.
 17. This document does not constitute an approval by the Department or certification that the applicant is in compliance with applicable laws, ordinances, rules or regulations. The applicant acknowledges that separate enforcement actions may be initiated by the Department and that this document does not constitute compliance with orders issued in conjunction with enforcement actions for correction of violations.
 18. Failure to comply with any condition of this document, or the requirements of Chapter 24, Code of Miami-Dade County may subject the applicant to the penalty provisions of said Chapter including civil judicial penalties up to \$25,000 per day per offense and/or criminal penalties not to exceed \$500 per day or, for violations of Section 24-42.4, Sanitary Sewer Discharge Limitations and Pretreatment Standards not to exceed \$2,000 per day and/or sixty (60) days in jail.

OFFICIAL DOCUMENT



Regulatory and Economic Resources
 Environmental Resources Management
 701 NW 1st Court • 7th Floor
 Miami, Florida 33136-3912
 T 305-372-6600 F 305-372-6893

miamidade.gov

Permit No: APCF-001727-2018/2019 (CERT)-NR
 Permit Issued To: WEATHERTROL MAINTENANCE CORP.
 Facility Location: 7250 NE 4 AVE
 MIAMI, FL 33138-

Contact Name/Address:
 Attn: Carlos Borja
 WEATHERTROL MAINTENANCE CORP.
 7250 NE 4 AVENUE
 MIAMI, FL 33138-

STRATOSPHERIC OZONE PROTECTION ANNUAL OPERATING PERMIT

DESCRIPTION OF FACILITY/EQUIPMENT

This document, issued under the provisions of Chapter 24, Miami-Dade County Environmental Protection Ordinance, shall be valid from 01-JUL-2018 through 30-JUN-2019. The above named permittee is hereby authorized to operate the pollution control facility at the above location which consists of the following:

12 APPION Recovery unit(s) model G5Twin {{p}}

The permittee is authorized to purchase refrigerant(s) R-11 R-113 R-12 R-123 R-134 A R-22 R-410 A R-500 R-502 from DERM approved distributors, for use during service and repair of air conditioners, refrigerators, freezers and chillers, etc. Bulk sale of refrigerants is not authorized; only sale of refrigerant by the pound during repair and service is acceptable.

This facility is subject to conditions listed below and in the following pages (if any) of this permit.

SPECIFIC CONDITIONS

1. The permittee, by acceptance of this document, agrees to maintain the subject operation so as to comply with the requirements and standards of the Florida Administrative Code 62-281, Section(s) 608/609 of the Title VI of the Clean Air Act of 1990 and 58FR28660 and 57CFR31241 in addition to the applicable Miami-Dade County regulations.
2. Releasing refrigerant into the atmosphere during installation, service, repair salvage, or dismantling of any appliance (including, but not limited to, air conditioners, refrigerators, chillers & freezers) is prohibited. All refrigerants must be recovered/recycled or recovered only using USEPA approved equipment and stored in DOT approved containers for subsequent reclamation. Exceptions to this venting prohibition are covered under Section(s) 608/609 of the Clean Air Act.
3. All refrigerant recovery/recycling equipment must be properly maintained to ensure continued operating efficiency of at least 90% refrigerant recovery. The permittee shall demonstrate that the refrigerant recovery/recycling equipment is in good working condition, when requested by a Department inspector.
4. Equipment that is dismantled on-site must have the refrigerant recovered in accordance with EPA requirements prior to disposal. After removal of the refrigerant, a sticker shall be attached to the unit stating: i) the permittee name, address and phone number ii) the Department permit number iii) the date of refrigerant removal.
5. Records regarding the service and repair of air conditioning, refrigeration and small appliances containing refrigerants must be maintained for a period of at least two years. Such records shall include, but not be limited to the following: i) Amount and type of refrigerant(s) purchased, and date of purchase. ii) Date of repair or service, and name and address of customer

Lee N. Hefty, Assistant Director
 Department of Regulatory and Economic Resources,
 Environmental Resources Management

whose unit was serviced. iii) Amount of refrigerant used (added to the unit), and amount of refrigerant(s) recovered/recycled. iv) In the event that the recovered refrigerant is recycled and charged back into the air conditioning or refrigeration unit, a statement regarding the refrigerant recovery, recycle and recharge must be included in the service entry. iv) Location address of the reclaiming facility where the refrigerant was sent for reclamation. v) Dates and invoices for the transaction of the recovered refrigerants. Such records must be presented to Department inspectors for review and copies of such records must be provided to Department upon request.

6. Technicians who handle refrigerant products during installation, service, repair, maintenance or salvaging must meet EPA's technician certification requirements.
7. This document is an authorization to handle refrigerant products in Miami-Dade County. This does not reflect competency in air conditioning, refrigeration or any other trade.

GENERAL CONDITIONS

8. The applicant, by acceptance of this document, agrees to operate and maintain the subject operation so as to comply with the requirements of Chapter 24 of the Code of Miami-Dade County.
9. If for any reason, the applicant does not comply with or will be unable to comply with any condition or limitation specified on this document the applicant shall immediately notify and provide the department with the following information: (a) a description of and cause of non-compliance; and (b) the period of non-compliance including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps taken to reduce, eliminate, and prevent recurrence of the non-compliance. The applicant shall be responsible for any and all damages which may result and may be subject to enforcement action by the department for penalties or revocation of this document.
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14. The applicant, by acceptance of this document, specifically agrees to allow access to the named source at reasonable times by department personnel presenting credentials for the purposes of inspection and testing to determine compliance with this document and department rules.
15. This document does not indicate a waiver of or approval of any other department permit that may be required for other aspects of this facility.
16. This document does not constitute an approval by the Department or certification that the applicant is in compliance with applicable laws, ordinances, rules or regulations. The applicant acknowledges that separate enforcement actions may be initiated by the Department and that this document does not constitute compliance with orders issued in conjunction with enforcement actions for correction of violations.
17. Failure to comply with any condition of this document, or the requirements of Chapter 24, Code of Miami-Dade County may subject the applicant to the penalty provisions of said Chapter including civil judicial penalties up to \$25,000 per day per offense and/or criminal penalties not to exceed \$500 per day or, for violations of Section 24-42.4, Sanitary Sewer Discharge Limitations and Pretreatment Standards not to exceed \$2,000 per day and/or sixty (60) days in jail.



October 5, 2018

Enclosed please find the Technicians, Licenses, and EPA certifications as well as some additional certificates that qualify the experience needed. These Technicians will be the ones that at one point or another may find themselves providing our services to the City of Coral Gables. Please advise if additional certifications are desired.

Name:	Years of Trade Experience	/	Years Employed at Weathertrol Maintenance
Antonio Perez	41		14
Thomas Martens (Fitter/Welder)	24		24
Marc Hargraves (Serv. Foreman)	38		20
Melvin Lawrence (Service Tech)	29		29
Boris Poddubny (Service Tech)	20		10
Ramon Vazquez (Service Tech)	12		11
James Ranger (Service Tech)	44		39
Alvaro Garcia (Fitter/Welder/Service)	21		21
Miguel Fernandez (Service Tech)	28		3
Radames Flecha (Service Tech)	10		10
Ryan Montesino (Service Tech)	8		5
Enrique Cortez (Service Tech)	5		2
Giovanni Garcia (Fitter/Welder/Service)	12		12

Additional field support staff, consists of three Drivers, several project managers and designated Technicians on permanent sites.

Sincerely,

A handwritten signature in blue ink, appearing to be "Antonio Perez", written over a horizontal line.

CERTIFICATE OF COMPETENCY



ANTONIO PEREZ



Mechanical Journeyman

NOT FOR CONTRACTING

CC# CMJ-950

EXPIRES 08/31/2019

235

Puron®

CERTIFIED TECHNICIAN



2005-2006

ANTONIO L PEREZ

BTJ PIPEFITTER

03-03-1981

INITIATED

LOCAL 725

1064254
CARD NUMBER

MIAMI FL



United Association
Certificate of CFC Qualification



Name **Antonio L. Perez**

Card / SS No. **013-54-** LU No. **725**

has been certified as required by 40 CFR, Part 82, Subpart F

TYPE I **03/31/94** TYPE III **03/31/94**

TYPE II **03/31/94** UNIVERSAL **03/31/94**

EPA 608 Technician Certification Program (EPA-Approved 9-30-93)

BROWARD COUNTY, FLORIDA

has awarded a CERTIFICATE OF COMPETENCY
MECHANICAL JOURNEYMAN

CC# **UMJ-950** Reference **95-09**

to PEREZ, ANTONIO L.

INACTIVE - NOT FOR CONTRACTING
CONTROL # **8441**
EXPIRES **9/31/95** AUDIT #16414

61

Air Conditioning, Refrigeration, and Pipefitting Education Committee

Representing
United Association Pipefitters Local Union #725 and Mechanical Contractors Association of South Florida

January 26, 2005

Weatherrol Maintenance Corporation
7260 N.E. 4th Avenue
Miami, FL 33138

Gentlemen:

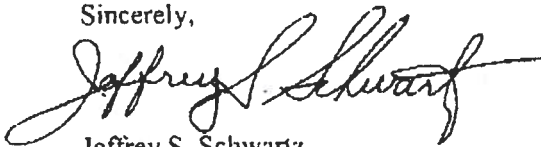
The Journeyman Certification Committee is pleased to inform you that **ANTONIO PEREZ**, an Employee of your firm has completed Journeyman Certification courses in:

- Trane PCV Centrifugal Machines
- Trane CVHE Centrifugal Machines
- Dunham Bush Screw Machines

The Journeyman Training Committee is proud of this mechanic and proud of the fact that he has chosen to keep pace with the everchanging technology of our industry.

We also thank you for your encouragement and participation in the Journeyman Certification Program.

Sincerely,



Jeffrey S. Schwartz
Director of Training

JSS/ew



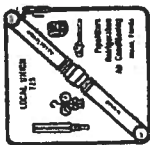
13201 NW 45th Ave., Miami, FL 33054 305-685-0311 Fax: 305-685-1169
www.airconditioningschool.com



5011 600 606

33333 450:21 60-07-1169

Air Conditioning, Refrigeration and Pipefitting Education Committee



THIS CERTIFICATE IS AWARDED TO

ANTONIO L. PEREZ

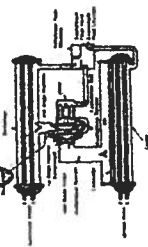
For having completed an Advanced Course in

REFRIGERANT RECOVERY & CFC HANDLING

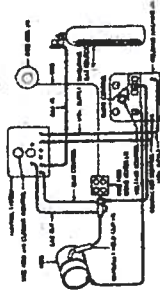
in accordance with the High Standard of Craftsmanship
of the Air Conditioning, Refrigeration and Pipefitting Industry.

Done this 27th day of April 1992.

Wayne K. Masur
Chairman



[Signature]
Secretary



Miami, Florida



awards this

Certificate of Achievement

to

ANTONIO L. PEREZ

for completing all the requirements of the

"48/50DJ,DK ELECTRONIC CONTROLS"

Charlie Wade
INSTRUCTOR

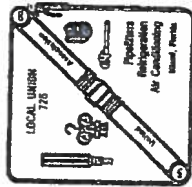
DECEMBER 3 & 5, 1991

DATE

FLORIDA AIR CONDITIONERS
DIVISION/CAIN & BULTMAN

DISTRIBUTOR

Air Conditioning, Refrigeration and Pipefitting Education Committee



“CERTIFIED/REGISTERED CONTRACTOR
CONTINUOUS EDUCATION PROGRAM”

CONSTRUCTION INDUSTRY LICENSING BOARD PROVIDER NO. 04A0079

Certificate of Completion

This certifies that

ANTONIO PEREZ

has completed 4 hours

in the C.I.L.B. Approved Course

HVAC MAINTENANCE AND REPAIR

04A0079-18A

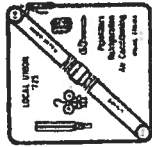
Done this 15 day of April 19 99

Wayne K. Mason
Course Instructor

[Signature]
Sponsor Representative

Miami, Florida

Air Conditioning, Refrigeration and Pipefitting Education Committee



THIS CERTIFICATE IS AWARDED TO

ANTONIO L. PEREZ

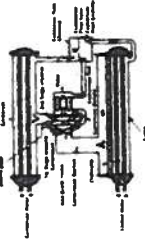
For having completed an Advanced Course in

PNEUMATICS

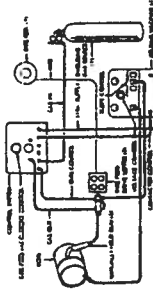
in accordance with the High Standard of Craftsmanship
of the Air Conditioning, Refrigeration and Pipefitting Industry.

Done this 19th day of AUGUST 19 92.

Wayne K. Mason
Chairman

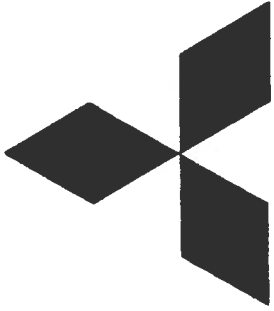


[Signature]
Secretary



Miami, Florida





**Mitsubishi Electric & Electronics USA, Inc.
HVAC Advanced Products Division**

presents this certificate to

Tony Perez

of

Weatherrol Maintenance

for successfully completing the **City Multi Diamond Designer Level 1 Seminar**

Mitsubishi Electric HVAC Advanced Products Division is authorized by IACET to offer 1.00 CEUs for this program.

Training conducted October 02, 2008 to October 02, 2008

Ken Brown
Training Manager
HVAC Division

Tony Hayes
National Service Manager
HVAC Division





CLIMATEMASTER®
Water-Source Heat Pump Systems

Certificate of Completion

This Certificate of Completion is hereby granted to

Tony Perez

to certify that he has completed to satisfaction

Commercial Service Training

provided by ClimateMaster, Inc™ on February 20, 2013

Training consisted of: ClimateMaster™ Water source Heat Pump refrigerant circuitry and components, "system approach" to troubleshooting, refrigerant component diagnostics, training including touch-feel test charts for TXV and reversing valve diagnostics, superheat and sub-cooling analysis, proper refrigerant charging techniques, CXM/DXM microprocessor and warning/fault flash code training, safety circuit wiring and sensor troubleshooting and diagnostics, proper evacuation recharging techniques, and ClimaDry de-humidification circuit training and troubleshooting.

John Lane

Supervisor, Technical Services

OSHA TRAINING INSTITUTE

GREAT LAKES REGIONAL EDUCATION CENTER
at Eastern Michigan University

This certificate is awarded to

THOMAS MARTENS

in recognition of successful completion of

500 OCCUPATIONAL SAFETY & HEALTH STANDARDS FOR CONSTRUCTION INDUSTRY

AUGUST 8 - 11, 2005



Digmes Sudaanhor
Director, OSHA Training Institute

Pamela Hill

Director, Center for Organizational Risk Reduction
Eastern Michigan University

CM Points: 4.0

OSHA

000542890



U.S. Department of Labor
Occupational Safety and Health Administration

Thomas Martens

has successfully completed a 40-hour Occupational Safety and Health Training Course in

Construction Safety & Health

R. Van Horn
(Trainer)

Jul-04
(Date)

OSHA

600034926



U.S. Department of Labor
Occupational Safety and Health Administration

Thomas Martens

has successfully completed a 30-hour Occupational Safety and Health Training Course in

Construction Safety & Health

Robert Van Horn
(Trainer)

Jan 05
(Date)

9-16-04
(date)

THOMAS MARTENS

has successfully completed
Safety Awareness for Operators of Rough Terrain Forklifts
for the purpose of assisting in
compliance with 29 CFR 1910.178(l).

Borja
(employer signature)
weatherrol
(company or organization)

[Signature]
(operator signature)

[Signature]
(instructor's signature)
Weatherrol
(company or organization)

CERTIFICATE OF COMPLETION

AERIAL WORK PLATFORM SAFETY COURSE

Tom Martens

the above has completed training in the safety and functioning of JLG Lift aerial work platforms, and has demonstrated an understanding of the proper usage and safety procedures

Date 10-5-04

Models Demonstrated [Signature]

[Signature]
SAFETY INSTRUCTOR



South Florida Chapter
This is to certify that:
Thomas Martens

Received Competency Training in OSHA 29 CFR 1926 Subpart M
Fall Protection

Trainer Rafael Abreu
Rafael O. Abreu

Date: 10-14-04



South Florida Chapter
This is to certify that:
Thomas Martens

Received Competency Training in OSHA 29 CFR 1926 Subpart
Scaffolds

Trainer Rafael Abreu
Rafael O. Abreu

Date: 10-14-04



3253504

030002 F 21 3/04

QUALIFIED OPERATOR — Powder Actuated Tools

DATE: 1/28/05

U.S. SOCIAL SECURITY NO. OR CANADA SOCIAL INSURANCE NO.
this certifies that THOMAS MARTIN

(NAME OF OPERATOR - PRINT)
Has received the prescribed training in the operation of powder actuated tools manufactured by

HILTI
CHECK APPLICABLE TOOLS
 DX E37 / DX E72
 DX 350 / DX 35
 DX 480 / DX 451
 DX 750 / DX 750AK
 DX A70R
 DX 800H
 DX 304
 DX A40 / DX 40
 DX A40M / A40M
 DX 351

Signature of Authorized Instructor: [Signature]
Signature of Operator: [Signature]
I have received the instruction in the safe operation and maintenance of powder actuated fastening tools from HILTI and models specified and agree to conform to all rules and regulations governing their use.

Revocation of card: Failure to comply with any of the rules and regulations for safe operation of powder actuated fastening tools shall be cause for the immediate revocation of this card, and it must be surrendered upon demand of the proper authority.

3M
Fire Protection Products

Train
Install

[Signature]
Thomas Martens — Weatherrol

has successfully completed training and is hereby Certified 3M™-Trained in application and proper installation procedures for the following firestopping systems

- Construction Joints
- Duct and Plenum Wrap
- Penetration Seal
- Telecom
- Woodframe Construction

12/3/04
Date Training Completed

Training must be renewed every three years.
See reverse side for important information.

[Signature]
Instructor's Signature

[Handwritten note]

MIAMI
CTQB

Construction Trades Qualifying Board
PERSONAL CERTIFICATE OF COMPETENCY

199901076



S. MARCA A

09/30/2017

CTQB
Construction Trades Qualifying Board
PERSONAL CERTIFICATE OF COMPETENCY

199901076



Marc A. Hargraves

HARGRAVES MARC A
Exp. Date: 09/30/2015

NOT VALID FOR CONTRACTING

Refrigerant Transition and Recovery Certification Program
Certificate of Completion

MARC A. HARGRAVES
has been certified as

UNIVERSAL
technician as required by
40 CFR Part 82, Subpart F

09/30/2015



FLORIDA STATE
UNIVERSITY



ETP Program Approval # 1000011

99-CMJ-9186-X
LAWRENCE, MELVIN N.
NOT FOR CONTRACTING
EXPIRES 08/31/2015

BROWARD COUNTY CERTIFICATE OF COMPETENCY
Detach and SIGN the reverse side of this
card IMMEDIATELY upon receipt. You
should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card
every two years.

LAWRENCE, MELVIN N.
14223 NW 2 AVE
MIAMI FL 33168

803-207 (Rev. 1/12) PC20/247808

BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY
MECHANICAL JOURNEYMAN
CC# 99-CMJ-9186-X
LAWRENCE, MELVIN N.
NOT FOR CONTRACTING
EXPIRES 08/31/2015



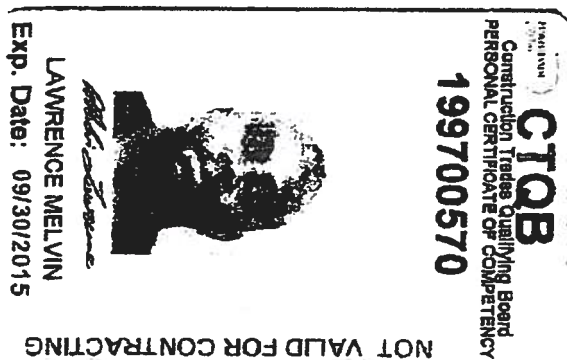
Miami Lakes Technical Education Center

Bureau of Special Programs
 Dade County, Florida

This is to Certify that
MELVIN N. LAWRENCE

has satisfactorily completed a 1260 hour
 program in **AIR CONDITIONING, REFRIGERATION
 AND PIPEFITTING**
 6728/97

David H. Williams
 SUPERVISOR



MIAMI-DADE COUNTY BUILDING CODE COMPLIANCE OFFICE
140 W. FLAGLER ST., SUITE 1602
MIAMI, FL 33130
(305) 375-2527

TRADE:
MECHANICAL
SKILL: JOURNEYMAN

PERSONAL
CERTIFICATE OF COMPETENCY
EXPIRES ON 02/31/2002

LAWRENCE MELVIN
SSN: 95-31-0006

FOLD HERE

CATEGORY(S):
GEN'L. MECHANICAL

PLACE
PHOTO
HERE

Francisco J. Quintana
Signature of Certificate Holder

FRANCISCO J. QUINTANA, R.A.
Secretary, Construction Trades Qualifying Board

Certificate Not Valid For Contracting

BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY

MECHANICAL JOURNEYMAN

CC# 95-CMC-9166-X Ref. 03-19938

LAWRENCE, MELVIN N

1793

INACTIVE - NOT FOR CONTRACTING

EXPIRES 8/31/03 CTL# 16100



United Association
Certificate of CFC Qualification



Name: **MELVIN N. LAWRENCE**

ID #: **1390081237** LU #: **725**

Has been certified as required by 40 CFR, Part 82, Subpart F

Type I: 09/29/1994 Type III: 09/29/1994

Type II: 09/29/1994 Universal: 09/29/1994

EPA-608 Technician Certification Program [EPA-Approved 9-30-93]



awards this

Certificate of Achievement

to

MELVIN LAWRENCE

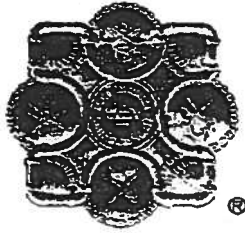
for completing all the requirements of the

"NEW CHARGING PROCEDURES COURSE"

Charlie Walker
INSTRUCTOR

SEPTEMBER 12, 1990
DATE

FLORIDA AIR CONDITIONERS
DISTRIBUTOR



Certificate of Completion of Apprenticeship

Melvin N. Lawrence

With this certificate we declare the above named to be qualified as a journeyman by having served an apprenticeship consistent with National Standards formulated by the National Joint Apprenticeship and Training Committees of the Plumbing and Pipe Fitting Industry.

On this 1st day of September 1997

Joint Apprenticeship and Training Committee

Michael H. Kujala

Chairman

Michael J. Apparte

Secretary

United Association of Journeymen and Apprentices of the
Plumbing and Pipe Fitting Industry of the United States and
Canada

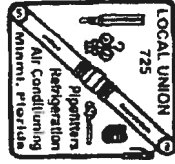
Martin J. Maddaloni

General President

Michael A. Collins

General Secretary-Treasurer





**Air Conditioning, Refrigeration and
Pipefitting Education Committee**

"Dade County Certificate Of Competency"

Construction Trades Education Program

Construction Trades Qualifying Board Provider No. D002

Certificate of Completion

This certifies that

Melvin Lawrence

Social Security Ending #9906

Has Completed 8 Hours In The Approved C.T.Q.B. Course

Pump Alignment -- D002-041

Date	Hours
09/28/2013	8 Hours

Bliss Park

Course Instructor

Miami, Florida



Bliss Park

Sponsor Representative



Certificate of Completion

This certifies that

MELVIN LAWRENCE

Attended the field seminar on

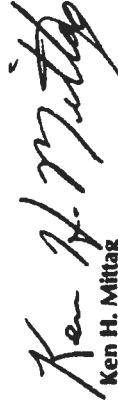
SINGLE EVAPORATOR E & G SERIES ICE MACHINES
SELF-CONTAINED AND REMOTE


MANITOWOC
ICE MACHINES & REACH-INS

This certificate given in dedication to
Service Training.

PAUL DEHLINGER
Regional Service Manager

Seminar Date: 03/10/92



Ken H. Mittag
Service Manager

Vocational, Adult, and Community Education

Dade County



Public Schools

Presents This Certificate to

Melvin Lawrence
In Recognition of having Satisfactorily Completed
Course in Air Cond., Refrig. & Mtg. Mech.

Henry K. Chick
Principal

Eddie F. Pearson
Instructor

Assistant Superintendent
Vocational, Adult, and Community Education

6/16/89
Date

Program Supervisor



awards this

Certificate of Achievement

to

MELVIN LAWRENCE

for completing all the requirements of the

"CLEAN-UP AFTER BURNOUT COURSE"

Charlie Wren

INSTRUCTOR

NOVEMBER 13, 1990

DATE

FLORIDA AIR CONDITIONERS

DISTRIBUTOR

TRANETM

*This Certificate
of Merit is Hereby
Awarded to . . .*

MELVIN LAWRENCE

**For the Successful Completion
of SYSTEM CHARGING - EVACUATION
a Unitary Products Group Course**

JIM MUNCIE RANDY CAMPBELL
INSTRUCTOR MANAGER

JUNE 9, 1993
DATE



CERTIFICATE OF COMPETENCY

BROWARD

FLORIDA

BORIS PODDUBNY



**MECHANICAL JOURNEYMAN
NOT FOR CONTRACTING**

**CC# 12-CMJ-17938-X
Expires 8/31/15**

**Ref. 27307525
Ctrl# 13-21184**



**United Association
EPA Section 608
Technician Certification
[EPA Approved 9-30-93]**



BORIS PODDUBNY

ID# 1041265704 LU# 725

*Has been certified as required
by 40 CFR, Part 82, Subpart F*

Type I: 02/23/2009
Type II: 02/23/2009
Type III: 02/23/2009
Universal: 02/23/2009



**FLORIDA PUBLIC SCHOOLS
CONTRACTOR**



**Poddubny Boris
Exp. Date: 5/9/2019**

UNITED ASSOCIATION

**2013 2014 MEMBERSHIP CARD
"UA Proud"**

**BORIS PODDUBNY
MECHANICAL EQUIPMENT SERVICE
SERVICEMAN**

**1631160
CARD NUMBER**

MIAMI FL

CERTIFICATE OF COMPETENCY

BROWARD

FLORIDA

RAMON A VAZQUEZ



MECHANICAL JOURNEYMAN

NOT FOR CONTRACTING

CC# 13-CMJ-18368-X

Ref. 28117132

Expires 8/31/2015

Ctrl# 15-23991



United Association

EPA Section 608
Technician Certification
[EPA-Approved 9-30-93]

RAMON VAZQUEZ

ID#: 1757595332 LU#: 725

*Has been certified as required
by 40 CFR, Part 82, Subpart F*

Type I: 02/23/2009

Type II: 02/23/2009

Type III: 02/23/2009

Universal: 02/23/2009



MIAMI-DADE COUNTY BUILDING CODE COMPLIANCE OFFICE
140 W. FLAGLER ST., SUITE 1602
MIAMI, FL 33130

(305) 375-2527

PERSONAL
CERTIFICATE OF COMPETENCY
EXPIRES ON 03/31/2002

RANGER JAMES ROBERT
SS #: 264-84-0567

FOLD HERE

TRADE:
MECHANICAL
SKILL: JOURNEYMAN

CATEGORY(S):

GEN'L MECHANICAL

PLACE
PHOTO
HERE

James P. Ranger
Signature of Certificate Holder

FRANCISCO J. QUINTANA, P.E.
Secretary Construction Trades Qualifying Board

Certificate Not Valid For Contracting

United Association
Certificate of CFC Qualification

Name: JAMES R. RANGER
ID #: 1234951537 LU #: 725

Has been certified as required by 40 CFR, Part 82, Subpart F

Type I: 03/31/1994 Type III: 03/31/1994
Type II: 03/31/1994 Universal: 03/31/1994

EPA 608 Technician Certification Program | EPA-Approved 9-20-93

**AIR CONDITIONING, REFRIGERATION AND PIPEFITTING
EDUCATION COMMITTEE**

13201 N.W. 45th Avenue • Miami, Florida 33054

Representing
UNITED ASSOCIATION PIPEFITTERS LOCAL #725

and
MECHANICAL CONTRACTORS ASSOCIATION OF SOUTH FLORIDA



August 30, 1983

Airko Air Conditioning Company
7400 Northeast 4th Court
Miami, Florida 33138

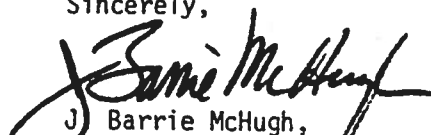
Gentlemen:

The Journeyman Certification Committee is pleased to inform you that
James R. Ranger, an employee of
your firm, has completed a journeyman certification course in
Industrial Electricity Part I.

The Journeyman Training Committee is proud of this mechanic and
proud of the fact that he has chosen to keep pace with the ever
changing technology of our industry.

We also thank you for your encouragement and participation in the
Journeyman Certification Program.

Sincerely,


J Barrie McHugh,
Director of Training

JBM/pt

TRANE™

**This Certificate
of Merit is Hereby
Awarded to . . .**

JAMES RANGER

For the Successful Completion

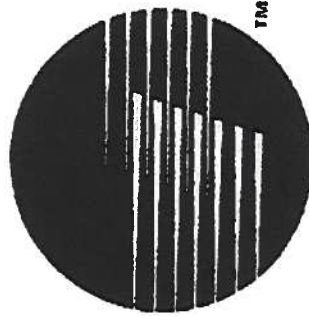
of XV1500 Variable Speed Service

a Unitary Products Group Course

Jim Mancie
INSTRUCTOR

Randy Long
MANAGER

February 28, 1991
DATE



Certificate of

Completion of Apprenticeship



By this certificate it is declared that JAMES R. RANGER is qualified as a Journeyman by having served his apprenticeship in accordance with National Standards formulated and approved by the Joint Apprenticeship and Training Committee for the Plumbing and Pipe Fitting Industry in Cooperation with the Federal Committee on Apprenticeship.

Done this FIRST day of SEPTEMBER 1983

Joint Apprenticeship and Training Committee

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

James M. Hightower
Chairman

Secretary

Marney Boede
General President.

Joseph A. Walsh

Air Conditioning, Refrigeration and Pipefitting Education Committee



THIS CERTIFICATE IS AWARDED TO

JAMES R. HANGER

For having completed an Advanced Apprenticeship Course in

INDUSTRIAL ELECTRICITY - PART I

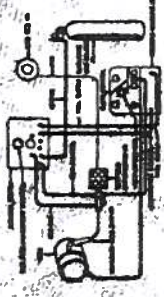
in accordance with the High Standard of Craftsmanship of
the Journeymen of the Air Conditioning, Refrigeration and Pipefitting Industry.

Done this 25th day of AUGUST 19 83.

James M. Johnson
Chairman



[Signature]
Secretary



Air Conditioning, Refrigeration and Pipefitting Education Committee



THIS CERTIFICATE IS AWARDED TO

JAMES R. RANGER

For having completed an Advanced Course in

WATER BALANCE

in accordance with the High Standard of Craftsmanship
of the Air Conditioning, Refrigeration and Pipefitting Industry.

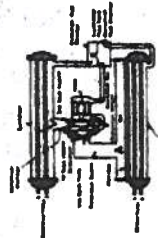
Done this

9TH

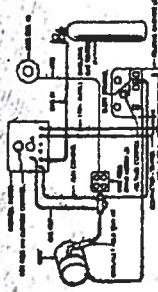
day of NOVEMBER 19 39.

Wayne K. Mason
Chairman

[Signature]
Secretary



Miami, Florida





awards this

Certificate of Achievement

to

James R. Ranger

for completing all the requirements of the
Centrifugal Fundamentals School I

[Signature]
INSTRUCTOR

April 28, 1989

DATE

[Signature]
INSTRUCTOR

**Certificate
of
Training**

is hereby awarded to

James Reanger

in attendance to Hoshizaki Sales/Service Seminar



Way B. Vij

March 12, 1991

Air Conditioning, Refrigeration and Pipefitting Education Committee



THIS CERTIFICATE IS AWARDED TO

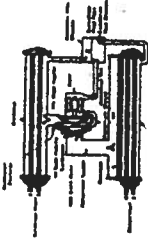
JAMES R. RANGER

For having completed an Advanced Course in
YORK OVERHAUL

in accordance with the High Standard of Craftsmanship
of the Air Conditioning, Refrigeration and Pipefitting Industry.

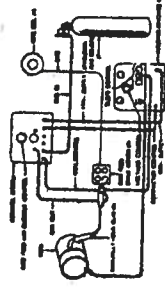
Done this 29th day of JANUARY 19 87.

Wayne K. Messer
Chairman



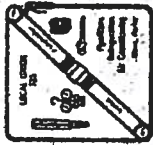
Secretary

John P. Ouellette



Miami, Florida

Air Conditioning, Refrigeration and Pipefitting Education Committee



THIS CERTIFICATE IS AWARDED TO

JAMES R. RANGER

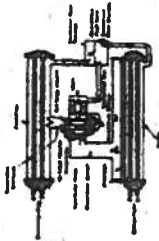
For having completed an Advanced Course in

TRANE PCV CENTRIFUGAL OVERHAUL

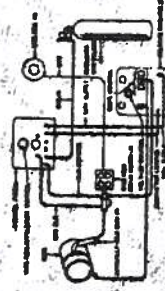
In accordance with the High Standard of Craftsmanship
of the Air Conditioning, Refrigeration and Pipefitting Industry.

Done this 26TH day of MARCH 19 87.

Wayne K. Messer
Chairman



John P. Ouellette
Secretary



Miami, Florida



CERTIFICATE OF COMPLETION

South Florida Trane
certifies that

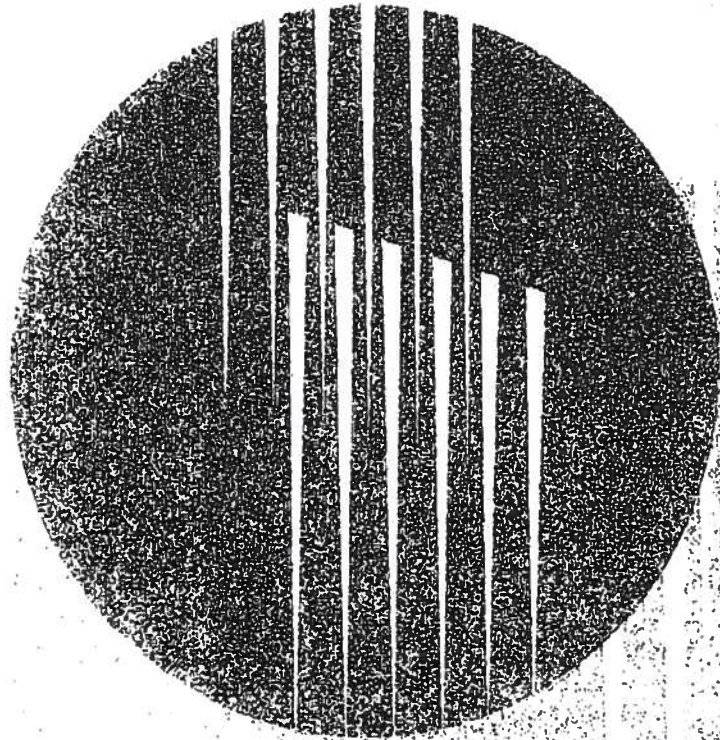
James Ranger

has satisfactorily completed

*CVHE - Chillers
Operation and Maintenance*

Clifford W. Wainwright
Director of Technical Services

January 15, 1999



Air Conditioning, Refrigeration and Pipefitting Education Committee



THIS CERTIFICATE IS AWARDED TO

JAMES RANGER

For having completed an Advanced Course in

CARRIER 198B OVERHEAD

in accordance with the High Standard of Craftsmanship
of the Air Conditioning, Refrigeration and Pipefitting Industry.

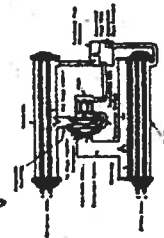
Done this

14TH

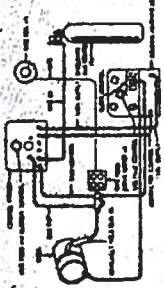
MAY

19 87

Wayne K. Mason
Chairman



John P. Quellt
Secretary



Miami, Florida

**AIR CONDITIONING, REFRIGERATION AND PIPEFITTING
EDUCATION COMMITTEE**

13201 N.W. 45th Avenue • Miami, Florida 33054

Representing
UNITED ASSOCIATION PIPEFITTERS LOCAL # 725

and
MECHANICAL CONTRACTORS ASSOCIATION OF SOUTH FLORIDA



August 30, 1983

Airko Air Conditioning Company
7400 Northeast 4th Court
Miami, Florida 33138

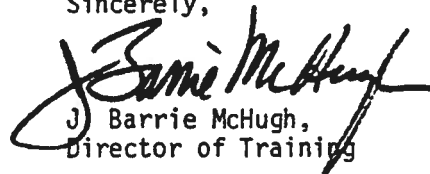
Gentlemen:

The Journeyman Certification Committee is pleased to inform you that
James R. Ranger, an employee of
your firm, has completed a journeyman certification course in
Industrial Electricity Part I.

The Journeyman Training Committee is proud of this mechanic and
proud of the fact that he has chosen to keep pace with the ever
changing technology of our industry.

We also thank you for your encouragement and participation in the
Journeyman Certification Program.

Sincerely,


J Barrie McHugh,
Director of Training

JBM/pt

Air Conditioning, Refrigeration and Rigifitting Education Committee



THIS CERTIFICATE IS AWARDED TO

WILLIAM J. WILSON

For having completed an approved program of study in

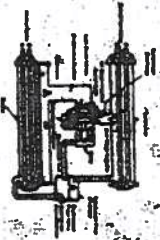
INDUSTRIAL AIR CONDITIONING

PART I

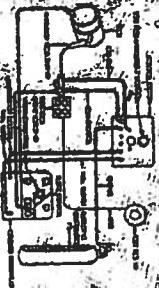
in accordance with the high standards of craftsmanship of
the journeymen of the Air Conditioning, Refrigeration and Rigifitting Industry.

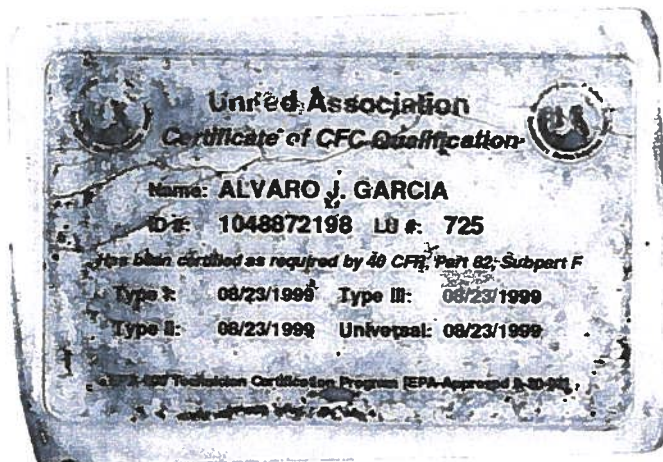
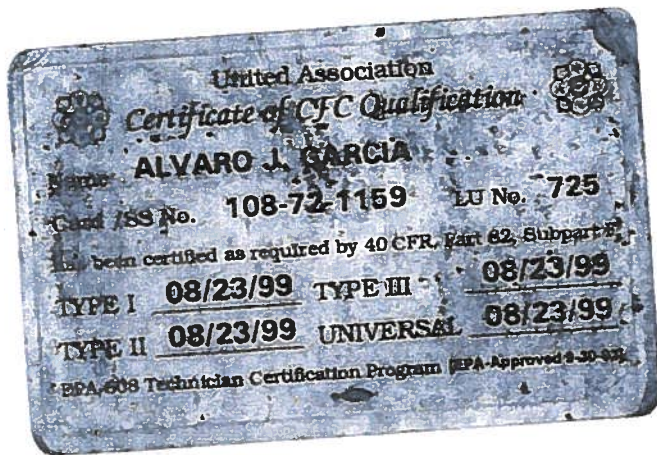
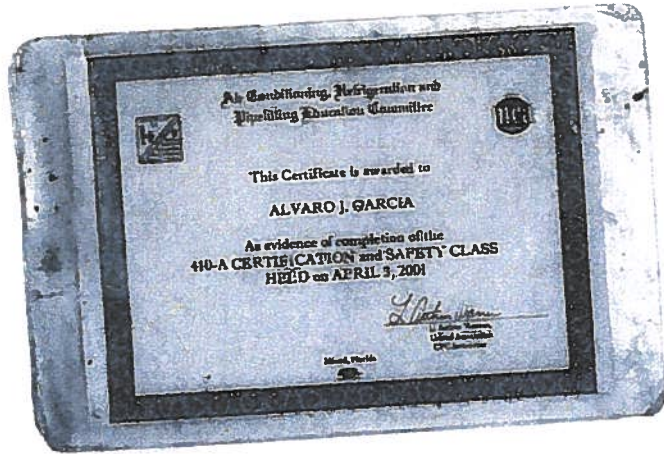
Done this 25TH day of AUGUST 19 83.

James M. McHenry
Chairman



[Signature]
Secretary







Certificate of Completion of Apprenticeship

Alvaro J. Garcia

With this certificate we declare the above named to be qualified as a journeyman by having served an apprenticeship consistent with National Standards formulated by the International Pipe Trades Joint Training Committee.

Done this 1st day of September 2003

Joint Apprenticeship and Training Committee

Michael E. Mueller

Chairman

Richard Galen

Secretary

*United Association of Journeymen and Apprentices of the
Plumbing and Pipe Fitting Industry of the United States and
Canada*

Martin J. Maddaloni

General President

Thomas H. Patchell

General Secretary-Treasurer



awards this

Certificate of Achievement

to

Alvaro Garcia

for completing all the requirements of the

30GX / HX / GTN Chillers

Greg Reiber

INSTRUCTOR

January 20-22, 2004

DATE

Carrier South Florida

DISTRIBUTOR

MIAMI
Dade
COUNTY

CTQB

Construction Trades Qualifying Board
PERSONAL CERTIFICATE OF COMPETENCY

199413995



Miguel L. Fernandez

FERNANDEZ MIGUEL L

Exp. Date: 09/30/2019

NOT VALID FOR CONTRACTING



United Association
Certificate of CFC Qualification



Name: **MIGUEL L. FERNANDEZ**
ID #: **1951144637 LU #: 725**

Has been certified as required by: 40 CFR, Part 82, Subpart F
Type I: **07/28/1994**

EPA-608 Technician Certification Program (EPA-Approved 830-93)

CERTIFICATE OF COMPETENCY



RADAMES FLECHA

Mechanical Contractor

NOT FOR CONTRACTING

CC# 17-CMJ-20272-X EXPIRES 08/31/2018



esco institute
P.O. Box 521 • Mount Prospect, IL • 60056-0521

Enclosed are the results of the test you have taken for E.P.A. certification. A passing score of 70% is required per Test Section taken. All technicians must achieve a passing score in Section "A" (CORE QUESTIONS) to be certified in any of the other three Sections. Your test results are indicated in the bottom right hand portion of this form. If you have successfully completed Section "A", along with any other of the three sections of the Test, it is reflected on the attached Certification Card. If you wish to retake the Certification Test, you need only complete the Section(s) in which you failed to achieve a score of 70% or better.

RADAMES M. FLECHA
8540 NW 33 AVE
MIAMI, FL. 33147

PLEASE REPORT ANY CHANGE OF ADDRESS BY CALLING 1-800-726-9696

esco institute
Program EPA Approved
December 28, 1993



CERTIFICATE NO. 615710412870

NAME: **RADAMES M. FLECHA**

has been certified as a

UNIVERSAL

technician as required by 40CFR part 82 subpart F

	SCORES
Section A	96
Section I	100
Section II	88
Section III	84

OSHA

UNIVERSITY



U.S. Department of Labor
Occupational Safety and Health Administration

Radames Flecha

has successfully completed a 10-hour Occupational Safety and Health
Training Course in

Construction Safety & Health

Daniel Gosiker

(Trainer)

11/13/2008

(Date)

Mainstream Engineering
Corporation
Technician Certification



HVAC Technician Certification
EPA Clean Air Section 608

Program Certification Date: Jan. 26, 1994

ENRIQUE M CORTES
P3E10017176E55560

has been certified as Technician Type: **Universal**
as Required by 40CFR Part 82, Subpart F

United Association
EPA Section 608
Technician Certification
[EPA Approved 9-30-93]



GIOVANNI J. GARCIA

ID#: 1101313178 LU#: 725

*Has been certified as required
by 40 CFR, Part 82, Subpart F*

Type I: 10/14/2015
Type II: 10/14/2015
Type III: 10/14/2015
Universal: 10/14/2015



CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
 Finance Department / Procurement Division
 Tel: 305-460-5102/ Fax: 305-261-1601

BIDDER ACKNOWLEDGEMENT

<p>IFB Title: HVAC SERVICES</p> <hr/> <p>IFB No. 2018-015</p> <p>A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.</p>	<p>Sealed bid submittals must be received prior to 2:00 p.m., Tuesday, October 9, 2018, by the Procurement Division, located at 2800 SW 72nd Avenue, Miami, FL 33155 and are to remain valid for 90 calendar days. Submittals received after the specified date and time will be returned unopened.</p> <p>Contact: Eduardo Hernandez Title: Procurement Specialist Telephone: 305-460-5108 Email: ehernandez2@coralgables.com / contracts@coralgables.com</p>
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Bidder Name: <i>WeatherTrol Maintenance</i>	FEIN or SS Number: <i>59-126-2109</i>
Complete Mailing Address: <i>7250 N.E. 4th Ave. Miami, FL 33138</i>	Telephone No. <i>305-908-1000</i>
	Cellular No. <i>305-979-5254</i>
Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Fax No.: <i>305-908-1039</i>
Bid Bond / Security Bond (if applicable) <u>5</u> %	Email: <i>TPEREZ@WTRDL.COM</i>

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED IFB FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE BID PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM YOUR BID NON-RESPONSIVE.

THE BIDDER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE IFB DOCUMENTS AND THAT THE BIDDER HAS MADE NO CHANGES IN THE IFB DOCUMENT AS RECEIVED. THE BIDDER FURTHER AGREES, IF THE BID IS ACCEPTED, THE BIDDER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE BIDDER AND THE CITY OF CORAL GABLES, FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS IFB PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN BLUE INK ALL IFB PAGES ARE ACKNOWLEDGED AND ACCEPTED, AS WELL AS, ANY SPECIAL INSTRUCTION SHEET(S), IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS IFB FOR THE ABOVE BIDDER.


 Authorized Name and Signature

Director of Services
 Title

10/3/18
 Date

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102, Fax: 305-261-1601

PUBLIC NOTICE

Invitation for Bids (IFB) No. 2018-015

The City of Coral Gables is seeking bids for **HVAC Services - IFB 2018-015**. This solicitation consists of contracting a qualified and experienced professional firm ("Bidder"), readily available to provide maintenance services, repairs, and new installation of HVAC systems, as outlined in the scope of services in the IFB.

The Invitation for Bids (IFB) package may be downloaded by visiting PublicPurchase (www.publicpurchase.com). Prospective bidders must register with PublicPurchase, free-of-charge, in order to download the solicitation. A detailed user guide for the registration process may be downloaded by visiting the Procurement Division Supplier Services webpage at: www.coralgables.com/departments/procurement/supplier-services.

Any prospective bidder who has received this solicitation by any means other than through PublicPurchase must register immediately with PublicPurchase to ensure it receives any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of bid submitted.

A non-mandatory pre-bid meeting will be held at: Procurement Division Conference Room, 2800 S.W. 72 Avenue Miami, FL 33155 on **Tuesday, September 18, 2018 at 10:00 am**. Attendance is encouraged and recommended as a source of information, but is not mandatory.

Any request for additional information or clarification must be received in writing through PublicPurchase no later than Tuesday, September 25, 2018 at 4:00 PM. Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any written addendum to this IFB.

Bids for IFB No. 2018-015 will be received until 2:00 PM, Tuesday, October 9, 2018. Bids submitted by mail or hand delivered should be sent to the City of Coral Gables, Procurement Division, 2800 SW 72nd Avenue, Miami, Florida 33155. The City of Coral Gables will not accept and will in no way be responsible for any bids received after the submittal deadline. The responsibility for submitting bids before the stated time and date is solely the responsibility of the Bidder. Verbal or electronic (e-mailed) bids are not acceptable.

One (1) original bid, four (4) copies and one (1) digital copy on a CD or flash drive (PDF format) must be signed and submitted in a sealed envelope and clearly marked: (1) HVAC Services – IFB 2018-015 and (2) Bidder's Name, Address, Contact Name, and Telephone Number.

Certified minority business enterprises (as defined in Florida Statutes §287.0943 and §288.703) and other minority or woman-owned enterprises are encouraged to respond to this solicitation.

Anticipated Schedule of Events:

Solicitation Advertisement	Tuesday, September 11, 2018
Non-Mandatory Pre-Bid Meeting	10:00 am, Tuesday, Sept. 18, 2018
Deadline for Questions	4:00 pm, Tuesday, Sept. 25, 2018
Submittal Deadline / Bid Opening	2:00 pm, Tuesday, October 9, 2018

Award of bid will be made to the lowest responsive responsible bidder, within a reasonable time after opening. However, the City reserves the right to consider other conditions, which may be in the best interest of the City. **Bid must be firm for ninety (90) calendar days.** The City reserves the right to cancel this solicitation at any time, reject any and/or all submittals, and waive any technicalities, irregularities or any other minor variations.

CONTRACTOR'S AFFIDAVIT

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this IFB Schedules A through L shall be relied upon by Owner awarding the contract and such information is warranted by Contractor to be true and correct. The discovery of any omission or misstatements that materially affects the Contractor to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as (*Owner, Partner, Officer, Representative or Agent of the Contractor that has submitted the attached Response*). Schedules A through L are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – CERTIFICATE OF BIDDER
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – BIDDER'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CODE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA
- SCHEDULE I – APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
- SCHEDULE J – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCHEDULE K – FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS
- SCHEDULE L – WORK HOURS & SAFETY CERTIFICATION

This affidavit is to be furnished to the City of Coral Gables with its IFB response. It is to be filled in, executed by the Contractor and notarized. If the Response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the Response.



Authorized Name and Signature



Title



Date

STATE OF Florida

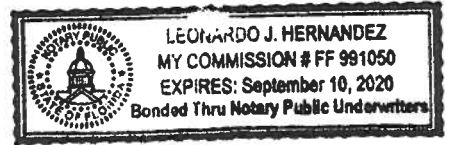
COUNTY OF Miami-Dade

On this 3 day of October, 2018, before me the undersigned Notary Public of the State of Florida, personally appeared ANTONIO PEREZ
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.

Florida
NOTARY PUBLIC, STATE OF _____

Leonardo V. Hernandez
(Name of notary Public; Print, Stamp or Type as Commissioned.)



NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced Identification:

(Type of Identification Produced)

CONTRACTOR'S AFFIDAVIT

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

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Authorized Name and Signature

Director of Service
Title

10/3/18
Date

STATE OF Florida

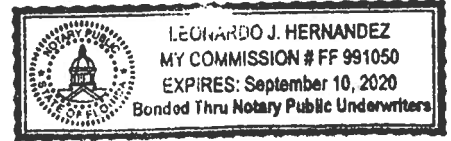
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And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.

Florida
NOTARY PUBLIC, STATE OF _____

Leonardo V. Hernandez
(Name of notary Public; Print, Stamp or Type as Commissioned.)



NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced Identification:

(Type of Identification Produced)

SCHEDULE "A" - CITY OF CORAL GABLES - CERTIFICATE OF BIDDER

Neither I, nor the firm, hereby represent has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Contractor) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Contractor) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the

Antonio Lopez *Proprietor of*
Service
(Owner, Partner, Officer, Representative or Agent)

of the Contractor that has submitted the attached Response.

- 2. He/she is fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
- 3. Said Response is made without any connection or common interest in the profits with any other persons making any Response to this solicitation. Said Response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Contractor's officers or employees are employed by the City, indicate name and relationship below.

Name: _____

Relationship: _____

Name: _____

Relationship: _____

- 4. No lobbyist or other contractor is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" - CITY OF CORAL GABLES - VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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 solicitation 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 solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

The company submitting this solicitation has established a Drug Free work place program in accordance with State Statute 287.087



October 4, 2018

To Whom it May Concern:

We certify that we have implemented a State of Florida Drug Free Workplace Program for the company listed below.

Company Name: **WEATHERTROL MAINTENANCE CORPORATION**
Address: **7250 NE 4th Ave**
Miami, FL 33138
Telephone #: **(305) 908-1000**
Contact Person: **Vivian Martens**

As part of our Drug Free Program, we maintain:

1. An Employee handbook containing company policy and all necessary information (i.e., Information on where to seek help, medications that affect the outcome of a drug test, etc.).
2. Initial 60-day Drug Free Workplace notification.
3. Employee agreement forms, including company disciplinary action.
4. A Supervisor's handbook.
5. Information to post in conspicuous locations (signs, posters).
6. Additional forms and agreements (rehabilitation, notification of positive test results, etc.).

We have set up a drug screen collection site, AHCA or NIDA certified testing laboratory, on-staff Medical Review Officer, results reporting (telephone and hard copy) and billing.

The following procedures are in effect:

1. Distribution of 60-day Drug Free Workplace notification.
2. Conducting the Employee meeting including distribution of Employee handbook, educational material and collection of signed paperwork.
3. Drug testing requirements and procedures for testing:
 - a. Job Applicants
 - b. Post-accident
 - c. Reasonable suspicion
 - d. Return-to-work.
 - e. Random (if applicable).
 - f. Routine fitness-for-duty.

Weathertrol Maintenance Corp.

A handwritten signature in black ink, appearing to read "V Martens".

Vivian Martens

SCHEDULE "D"- CITY OF CORAL GABLES - BIDDER'S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: WEATHERTROL MAINTENANCE

Address: 7250 N.E. 4th Ave. Miami Fl. 33138
Street City State Zip Code

Telephone No: 305 908-1000 Fax No: 305 908-1034 Email: TPERS2@WTRDL.COM

How many years has your organization been in business under its present name? 49 Years

If Contractor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue:

N/A

Under what former names has your business operated? : N/A

At what address was that business located? N/A

Are You Certified? Yes N/A No _____ If Yes, **ATTACH COPY** of Certification.
Are You Licensed? Yes ✓ No _____ If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?
Yes _____ No ✓ If yes, explain: _____

Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Contractor's rights, remedies or duties under a contract for the same or similar type services to be provided under this IFB:

Have you ever been debarred or suspended from doing business with any government entity?
Yes ___ No ✓ If Yes, explain

SCHEDULE "E" – CITY OF CORAL GABLES - CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-1024; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

SCHEDULE "F" - CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION SWORN STATEMENT

I understand that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101, 12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "G" - CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. 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 Proposal 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.
2. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 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 36 months shall be considered an affiliate.

4. 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 Proposals or applies to Proposal 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.
5. 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 to July 1, 1989. However, there has been 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 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.

SCHEDULE "H" - CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Invitation for Bid.

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

No ADDENDUMS AS OF 10/4/18
[Signature]

SCHEDULE "I" - APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

LOBBYING - 31 U.S.C. 1352, as amended

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Professional, WEATHERROL, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Professional's Authorized Official

CARLOS BORJA, PRESIDENT Name and Title of Professional's Authorized Official

10/3/18 Date

SCHEDULE "J" – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

CARLOS BORJA, PRESIDENT

Printed Name and Title of Authorized Representative

Signature



10/3/10
Date

SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

This procurement is fully or partially Federally Grant funded. Proposer certifies that it shall comply with the applicable clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D) All proposers entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Proposer Compliance:** The proposer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The proposer must disclose in writing any potential conflict of interest to the city or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The proposer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime proposer will require compliance by all sub-contractor. Prior to contract award, the proposer shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractor as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities
6. **Equal Employment Opportunity/Nondiscrimination:** (As per Executive Order 11246) The proposer may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The proposer agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the proposer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Proposers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, proposers must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, proposers shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Proposers are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each proposer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387)**: as amended—The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220 and 2 CFR pt. 300) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The proposer shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Proposers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The proposer shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials**: Proposers must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. Access to Records and Reports:

Proposer will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa City, Okaloosa City Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the proposer that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the proposer's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. Record Retention:

Proposer will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

17. Federal Changes: Proposer shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. Termination for Default (Breach or Cause): If a contract is entered into, the Proposer acknowledges that if it fails to perform in the manner called for in the contract, or if the Proposer fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the proposer setting forth the manner in which the Proposer is in default. The proposer will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. Safeguarding Personal Identifiable Information: Proposer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. Prohibition on utilization of cost plus a percentage of cost contracts: The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. Energy Policy and Conservation Act (43 U.S.C. §6201): All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above applicable requirements. I further certify that any subcontractor will also be required to comply with the requirements above.

DATE: 10/3/18

SIGNATURE: 

COMPANY: Weathertrol Maint.

NAME: CARLOS BORTIN

ADDRESS: 7250 NW 4 Avenue
Miami FL 33138

TITLE: PRESIDENT 10/3/18

E-MAIL: cbortin@wtrol.com

PHONE NO. 305.908.1000

**SCHEDULE "L" - CONTRACTOR CERTIFICATION WORK HOURS AND SAFETY STANDARDS
ADDENDUM**

This certification is incorporated as part of the contract for HVAC Services.

The Contractor acknowledges and certifies that in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. s. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. s. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

More particularly, as set forth in 29 CFR s.5.5(b) which provides the required contract clauses:

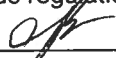
(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

WEATHERROL MAINTENANCE CORP., hereby certifies that it shall adhere to the Work Hours and Safety Standards regulations throughout the duration of this Contract as set forth above.



Contractor Signature
Date: 10/2/10

SECTION 9

Invitation for Bids (IFB) No 2018-015

9.0: PROFESSIONAL SERVICES AGREEMENT (DRAFT)

- 9.1** The enclosed agreement is a draft for your review. You are not required to fill out and submit the agreement at time of bid submittal. Appendix 1

SOLICITATION SUBMISSION CHECKLIST

Invitation for Bids (IFB) No 2018-015

COMPANY NAME: (Please Print): Weatherrol Maintenance Corporation

Phone: 305-908-1000

Email: tperez@wtrol.com

Please provide the **PAGE NUMBER** in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

- 1) Title Page: Show the IFB number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. COVER page
- 2) Provide a Table of Contents in accordance with the Bid Format, Section 6.2. Clearly identify the material by section and page number. Please insert *additional TABS* on the following sections in the Original Bid Copy: Bid Bond (if applicable), Bid Price Sheet and Addendum Acknowledgement. _____
- 3) Fill out, sign, and submit the Bidder's Acknowledgement Form. I.
- 4) Fill out and submit this Solicitation Submission Checklist. II.
- 5) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. III.
- 6) List all contracts which the Bidder has performed (past and present) for the City of Coral Gables. The City will review all contracts the Bidder has performed for the City in accordance with Section 4.9 Evaluation of Bids (c) (4) which states the City may consider "Bidder's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". As such the Proposer must list and describe all work performed for Coral Gables and include for each project: IV
 - a. Name of the City Department for which the services are being performed,
 - b. Scope/description of work,
 - c. Awarded value of the contract/current value
 - d. Effective dates and term of the contract
 - e. City project manager's name and phone number,
 - f. Statement of whether the Proposer was the prime contractor or subcontractor, and
 - g. Results of the project.
- 7) References: Provide a list and description of a minimum of five (5) similar engagements satisfactorily performed in the past five (5) years. References must include facilities with chillers, cooling towers, and commercial ice makers. For each engagement listed, include the following information: V
 - a. Contract Title.
 - b. Municipality / Company Name.
 - c. Contact name and telephone number.
 - d. Contract value and brief description.
 - e. How long have you been working with this Municipality / Company.
 - f. Proof of chiller/cooling towers and commercial ice machine experience.
Note: Do not include work/services performed for the City of Coral Gables or City employees as references.
- 7) Bid Price Form: Complete and submit with bid. VI.
- 8) A Bid Bond, a certified check, cashier's check, Treasurer's check or bank draft of any State or National Bank, in accordance with Section 1.13. VII.
- 9) Fill out, sign, notarize, and submit the Contractor's Affidavit and Schedules A through H. VIII

--NOTICE--

BEFORE SUBMITTING YOUR BID MAKE SURE YOU...

- 1. Carefully read and have a clear understanding of the IFB, including the Specifications/Scope of Work and enclosed Professional Services Agreement (*draft*).
- 2. Carefully follow the "Submittal Instructions" and "Bid Format" outlined in Section 6 of the IFB.
- 3. Prepare and submit ONE (1) ORIGINAL BID and FOUR (4) PHOTOCOPIES with ONE (1) DIGITAL COPY CD or flash drive.
- 4. Clearly mark the following on the outside of your submittal package: IFB Number, IFB Title, Bidder's Name and Return Address, Submittal Deadline.
- 5. Make sure your bid is submitted prior to the submittal deadline. **Late bids will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR BID NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THESE PAGES MUST BE RETURNED WITH YOUR BID PACKAGE.



October 5, 2018

Re: Contracts Awarded and Performed for the City of Coral Gables

1. City of Coral Gables HVAC Citywide Services
10-1-2007 – 9-30-13
Manager: Mr. Dallas Brown
Originally only Eight Facilities were under contract
Annual Service Contract Award: \$57,000.00
All equipment replacement that was done on this time span was requested and supervised by the City's Master Mechanical Supervisor Mr. Carlos Gonzalez.
 - 2008 Construction Project (Kings Bay Guardhouse) with Mr. Ernesto Pino - \$4,635.00

2. City of Coral Gables HVAC Citywide Services
11 - 2013 – 10-2018
Manager: Mr. Dallas Brown / Mr. Ralph Rodriguez
New Total grew to 32 Facilities Under Contract
Annual Service Contract Award: \$188,952.00 with an Annual Contingency of \$55,000.00 with a grand Annual total of \$243,952.00
All equipment replacement and services were done under City personnel supervision and Permitted equipment replacement which have been finalized.
 - 2016 Construction Project (Venetian Pool) Install Ventilation System for Chemical and Pump Room. With Ms. Grettel Duran \$9,290.00
 - 2018 Construction Project (Venetian Pool) Remove and re-locate refrigeration and Condensing Unit after concrete pad is poured. With Ms. Grettel Duran \$8,100.95
 - 2018 Construction Project (City Hall) Remove, replace and relocate registers in the city Attorney's Office, several misc. additional items. With Ms. Grettel Duran \$5,215.00



8 October 2018

City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

Re: Company Litigations

- 6 cases for vehicle accidents / insurance claims; all resolved and closed
- 3 cases for Chapter 558 actions by condominium associations; all open and pending
 - Case 2012-036112-CA-01 (LOFT Downtown II vs. Whiting Turner) was originally filed in 2012 and is the overall action pursued by the condominium association. Weathertrol was named a co-defendant
 - Case 2017-018025-CA-01 is another case associated with the original 2012 action. FCCI is the insurance company and they have filed an action against Weathertrol. The case is an insurance claim matter
 - Case 2017-017687-CA-01 is another case associated with the original 2012 action. Whiting Turner formally filed a claim against Weathertrol as part of the original claim filed against Whiting Turner in 2012
 - Case 2016-009912-CA-01 (Eloquence vs. CDC Builders) is open. Weathertrol is one of several named defendants for the association's defect claims
 - Case CACE16003120 (Heron Bay vs. WCI Communities) is open. Weathertrol is one of several named defendants for association's defect claims. This action was filed in Broward County Court.

If you require any additional, information please contact me directly at (305) 908-1000 x205 or via email at cborja@wtrol.com.

Sincerely,
Weathertrol Maintenance Corp.


Carlos I. Borja
President
CIB:cb



8 October 2018

City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

Re: Company Litigations

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If you require any additional, information please contact me directly at (305) 908-1000 x205 or via email at cborja@wtrol.com.

Sincerely,
Weathertrol Maintenance Corp.

A handwritten signature in black ink, appearing to read "CB", is written over the printed name.

Carlos I. Borja
President
CIB:cb

SCHEDULE "A" - CITY OF CORAL GABLES - CERTIFICATE OF BIDDER

Neither I, nor the firm, hereby represent has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Contractor) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Contractor) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the

Antonio Perez Director of Services
Antonio Perez
(Owner, Partner, Officer, Representative or Agent)

of the Contractor that has submitted the attached Response.

- 2. He/she is fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
- 3. Said Response is made without any connection or common interest in the profits with any other persons making any Response to this solicitation. Said Response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Contractor's officers or employees are employed by the City, indicate name and relationship below.

Name: _____

Relationship: _____

Name: _____

Relationship: _____

- 4. No lobbyist or other contractor is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" - CITY OF CORAL GABLES - VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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 solicitation 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 solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

The company submitting this solicitation has established a Drug Free work place program in accordance with State Statute 287.087



October 4, 2018

To Whom it May Concern:

We certify that we have implemented a State of Florida Drug Free Workplace Program for the company listed below.

Company Name: **WEATHERTROL MAINTENANCE CORPORATION**
Address: **7250 NE 4th Ave**
Miami, FL 33138
Telephone #: **(305) 908-1000**
Contact Person: **Vivian Martens**

As part of our Drug Free Program, we maintain:

1. An Employee handbook containing company policy and all necessary information (i.e., Information on where to seek help, medications that affect the outcome of a drug test, etc.).
2. Initial 60-day Drug Free Workplace notification.
3. Employee agreement forms, including company disciplinary action.
4. A Supervisor's handbook.
5. Information to post in conspicuous locations (signs, posters).
6. Additional forms and agreements (rehabilitation, notification of positive test results, etc.).

We have set up a drug screen collection site, AHCA or NIDA certified testing laboratory, on-staff Medical Review Officer, results reporting (telephone and hard copy) and billing.

The following procedures are in effect:

1. Distribution of 60-day Drug Free Workplace notification.
2. Conducting the Employee meeting including distribution of Employee handbook, educational material and collection of signed paperwork.
3. Drug testing requirements and procedures for testing:
 - a. Job Applicants
 - b. Post-accident
 - c. Reasonable suspicion
 - d. Return-to-work.
 - e. Random (if applicable).
 - f. Routine fitness-for-duty.

Weathertrol Maintenance Corp.

A handwritten signature in blue ink that reads "V Martens".

Vivian Martens

SCHEDULE "D" - CITY OF CORAL GABLES - BIDDER'S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: WEATHERTROL MAINTENANCE

Address: 7250 N.E. 4th Ave. Miami Fl. 33138
Street City State Zip Code

Telephone No: 305 908-1000 Fax No: 305 908-1039 Email: TP@WTROL.COM

How many years has your organization been in business under its present name? 49 Years

If Contractor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:

N/A

Under what former names has your business operated? : N/A

At what address was that business located? N/A

Are You Certified? Yes N/A No _____ If Yes, **ATTACH COPY** of Certification.
Are You Licensed? Yes ✓ No _____ If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?
Yes _____ No ✓ If yes, explain: _____

Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Contractor's rights, remedies or duties under a contract for the same or similar type services to be provided under this IFB:

Have you ever been debarred or suspended from doing business with any government entity?
Yes _____ No ✓ If Yes, explain

RICK SCOTT, GOVERNOR



JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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

BORJA, CARLOS ISIDRO

WEATHERTROL MAINTENANCE CORP
7250 N.E. 4 AVENUE
MIAMI FL 33138

LICENSE NUMBER: CMC056875

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

SCHEDULE "E" – CITY OF CORAL GABLES - CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-1024; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

SCHEDULE "F" - CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION SWORN STATEMENT

I understand that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101, 12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "G" - CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as define 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 Proposal 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.
2. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 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 36 months shall be considered an affiliate.

4. 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 Proposals or applies to Proposal 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.
5. 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 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. However, there has been 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 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.

SCHEDULE "H" - CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Invitation for Bid.

Addendum No. _____ Date _____


Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

No ADDENDUMS AS OF 10/4/18


SCHEDULE "I" - APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

LOBBYING - 31 U.S.C. 1352, as amended

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Professional, WEATHERROL, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Professional's Authorized Official

CARLOS BORJA, PRESIDENT Name and Title of Professional's Authorized Official

10/3/18 Date

SCHEDULE "J" – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

CARLOS BORTA, PRESIDENT

Printed Name and Title of Authorized Representative



Signature

10/3/10

Date

SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

This procurement is fully or partially Federally Grant funded. Proposer certifies that it shall comply with the applicable clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D) All proposers entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Proposer Compliance:** The proposer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The proposer must disclose in writing any potential conflict of interest to the city or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The proposer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime proposer will require compliance by all sub-contractor. Prior to contract award, the proposer shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractor as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities
6. **Equal Employment Opportunity/Nondiscrimination:** (As per Executive Order 11246) The proposer may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The proposer agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the proposer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Proposers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, proposers must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, proposers shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Proposers are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each proposer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387)**: as amended—The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220 and 2 CFR pt. 300) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The proposer shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Proposers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The proposer shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials**: Proposers must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. Access to Records and Reports:

Proposer will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa City, Okaloosa City Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the proposer that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the proposer's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. Record Retention:

Proposer will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

17. Federal Changes: Proposer shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. Termination for Default (Breach or Cause): If a contract is entered into, the Proposer acknowledges that if it fails to perform in the manner called for in the contract, or if the Proposer fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the proposer setting forth the manner in which the Proposer is in default. The proposer will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. Safeguarding Personal Identifiable Information: Proposer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. Prohibition on utilization of cost plus a percentage of cost contracts: The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. Energy Policy and Conservation Act (43 U.S.C. §6201): All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above applicable requirements. I further certify that any subcontractor will also be required to comply with the requirements above.

DATE: 10/3/18

SIGNATURE: 

COMPANY: Weathertrol Maint.

NAME: CARLOS BORJA

ADDRESS: 7250 NE 4 Avenue
Miami FL 33138

TITLE: PRESIDENT 10/3/18

E-MAIL: cborja@wtrol.com

PHONE NO. 305.908.1000

SCHEDULE "L" - CONTRACTOR CERTIFICATION WORK HOURS AND SAFETY STANDARDS
ADDENDUM

This certification is incorporated as part of the contract for HVAC Services.

The Contractor acknowledges and certifies that in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. s. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. s. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

More particularly, as set forth in 29 CFR s.5.5(b) which provides the required contract clauses:

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

WEATHERROL MAINTENANCE CORP., hereby certifies that it shall adhere to the Work Hours and Safety Standards regulations throughout the duration of this Contract as set forth above.



Contractor Signature
Date: 10/8/10

SECTION 9

Invitation for Bids (IFB) No 2018-015

9.0: PROFESSIONAL SERVICES AGREEMENT (DRAFT)

- 9.1** The enclosed agreement is a draft for your review. You are not required to fill out and submit the agreement at time of bid submittal. Appendix 1



TABLE OF CONTENTS
IFB No: 218-015

- I. Bidder Acknowledgement Form
- II. Solicitation Submission Checklist
- III. Minimum Qualification Requirements
 - A. Company Status
 - B. Mechanical License
 - C. Occupational License
 - D. DERM License
 - E. Key Personnel
- IV. City of Coral Gables Contracts
- V. References
- VI. Bid Price Form
- VII. IFB Response Forms
 - I. Bid Bond
 - II. Contractor's Affidavit
 - A. Schedules A – L
- VIII. Certificate of Insurance
- IX. Company Litigations



October 5, 2018

Re: Contract References

1. Miami International Airport
2100 NW 42 Ave.
Miami, Fl. 33126
Manager: Mr. Joe Fernandez - 305-876-7334
MDAD Chiller Contract
Annual Service Contract Award: \$352,925.00
Maintenance and Service for the following Mechanical equipment, but not limited to the following, Chillers, Pumps Pneumatic Air Compressors, Water Treatment, Glycol loops, Cooling Tower and Corresponding Controls of the equipment.
 - We have been Providing our services here since 2003.

2. Miami International Airport
2100 NW 42 Ave.
Miami, Fl. 33126
Manager: Mr. Joe Fernandez
MDAD Computer Rooms Contract
Annual Service Contract Award: \$91,046.00
Maintenance and Service for the following Mechanical equipment, but not limited to the following, the specialized Liebert DX Computer Room Equipment and the Chilled Water Cooling required for Computer Room Cooling, as well as all Corresponding Controls.
 - We have been Providing our services here since 2014, Contract is pending renewal award, equipment is being serviced at this time by Weathertrol Maintenance on a Time and Material basis till new contract is executed.

3. Corpus Christi Catholic Church

3200 NW 7 Ave.

Miami, Fl. 33127

Manager: Mrs. Susana Hermida

Air Conditioning & Refrigeration Services

Annual Service Billing: \$13,610.29 (to Date)

We provide our Services as required on all Air Conditioning and Refrigeration, ice machines and all necessary ductwork and controls. When called upon this Customer is a Time and material account, services entail a total of 12 facilities with multiple buildings and properties at different locations.

- We have been Providing our services since 2009.

4. Miami Dade County Public Schools REMAC III

MSC 3 Coral Reef Maintenance

Miami, Fl.

Coordinator: Mr. Mike Ianniello

MDCPS Chiller Contract

Annual Service Contract Award: \$1,389,707.00

Currently have 73 Dade County schools under Contract, we provide Maintenance and Service for the following Mechanical equipment, but not limited to the following, Mechanical Room Chillers, Pumps Pneumatic Air Compressors, Water Treatment, Cooling Towers and Corresponding Controls of the equipment. Also have a separate Time and material Contract award for set aside support services on Refrigeration, Ice Machines, Direct Expansion Equipment and Emergency Replacements, Including Temporary Cooling hook ups.

- We have been Providing our services to Dade County Schools since 2005.

5. Editorial America

6355 N.W. 36 St.

Miami, Fl. 33166

Manager: Mr. Andres Urrutia

HVAC Contract / Both Buildings

Annual Service Contract Award: \$35,400.00

Maintenance and Service the following Mechanical equipment but not limited to the following, Chillers, Pumps Pneumatic Air Compressors, Water Treatment, Air Handlers, Direct Expansion equipment, Cooling Tower and Corresponding Controls of the equipment.

- We have been Providing our services to these facilities since 1984.

BID PRICING

Name of Bidder: Weatherrol Maintenance Corp. FEIN: 59-1262109

Note: Monthly fixed price must include all necessary maintenance and inspections as listed for each site.

LOCATION	FIXED MONTHLY PRICE
Central Police & Fire Station 1 (2815 Salzedo St)	\$3,140.00
Riviera Fire Station 2 (525 South Dixie Hwy)	\$ 459.00
Doris and Phil Sanford Fire Station 3 (11911 Old Cutler Road)	\$ 621.00
Youth Center (405 University Drive)	\$2,146.00
Merrick Place Shops and Parking (51 Aragon Ave)	\$ 708.00
Edgewater Radio Room (10 Edgewater Drive)	\$ 359.00
Regions Bank Radio Room (2800 Ponce de Leon)	\$ 173.00
Venetian Pool (2701 DeSoto Blvd)	\$ 688.00
Merrick House (907 Coral Way)	\$ 475.00
Casa Sur (South Com) (3501 Granada Blvd)	\$ 377.00
City Hall (405 Biltmore Way)	\$ 1,904.00
City Hall Annex (427 Biltmore Way)	\$ 331.00
Marine Patrol (120 Isla Dorada Blvd.)	\$ 119.00
Salvador Tennis Center (1120 Andalusia Ave.)	\$ 148.00
Biltmore Tennis Center (1150 Anastasia Ave.)	\$ 138.00
Biltmore Garden Club (1210 Anastasia Ave.)	\$ 127.00
Granada Golf Course Pro Shop (2001 Granada Blvd.)	\$ 597.00
Granada Golf Course Maintenance Barn (1107 South Greenway Dr.)	\$ 110.00
Ruth B Owens Park (Granada Blvd)	\$ 111.00
Parking Garage # 1 (245 Andalusia Ave.)	\$ 144.00
Parking Garage # 2 (220 Aragon Ave.)	\$ 144.00
Parking Garage # 4 (385 Andalusia Ave.)	\$ 144.00
Parking Garage # 6 (51 Aragon Ave.)	\$ 248.00

* INCLUDES MONTHLY WATER TREATMENT SERVICE

Bid Pricing (Continued)

Name of Bidder: Weatherrol Maintenance Corp.

FEIN: 59-1262109

LOCATION	FIXED MONTHLY PRICE
Warehouse # 1 (2800 SW 72 Ave.)	\$ 134.00
Maintenance Facility (2800 SW 72 Ave.)	\$ 2,213.00
Radio Room Biltmore Hotel Tower (1200 Anastasia Ave.)	\$ 128.00
Coral Gables Community Center (2 Andalusia Ave)	\$ 929.00
Trolley Station (New Site) (7001 SW 4 th street)	\$ 268.00
Passport / Parking Bldg. (4520 Ponce de Leon Blvd)	\$ 491.00
Fire Station #3 Radio Room (11911 Old Cutler Road)	\$ 294.00
George Fink 3 – Roof top units (2506 Ponce de Leon)	\$ 494.00
Lugo Pump Station (1036 Lugo Ave)	\$ 158.00
South Greenway Drive Pump Station (802 S. Greenway Drive)	\$ 121.00
Cocoplum Pump Station (157 Isla Dorada Blvd)	\$ 110.00
Solano Prado Pump Station (675 Solano Prado)	\$ 110.00
Alhambra Circle Pump Station (99 Alhambra Plaza)	\$ 163.00
Ponce de Leon Pump Station (1706 Ponce de Leon Blvd)	\$ 113.00
Arvida Pump Station (1100 Arvida Parkway)	\$ 158.00
TOTAL MONTHLY FIXED PRICE	\$ 19,295.00

Bid Pricing – Labor and Material Costs

Name of Bidder: Weatherrol Maintenance Corp. FEIN: 59-1262109

The following are ESTIMATED hours only, and will vary, based on the requirements of the City. These costs are required for the purpose of establishing a baseline in comparing Bid submissions

Title	Cost per Hour	Estimated Hours	Total Cost (cost per hour x estimated hours)
Normal Working Hours			
Mechanic	\$ 100.00	100	\$10,000.00
Helper	\$ 85.00	100	\$ 8,500.00
Outside Normal Working Hours			
Mechanic	\$ 150.00	100	\$ 15,000.00
Helper	\$ 127.50	100	\$ 12,750.00
Materials			
	Estimated Amount	Percent Mark-up	Total Cost with Mark-up
	\$10,000	20 %	\$12,000.00
Note: Original invoice for all purchased materials must be presented to the City.			
Total Labor and Material Costs			\$ 58,250.00

$\$19,295 \times 12 = 231,540.00$
 58,250.00

\$287,798.48



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) The charge for this endorsement shall be 2.0 percent of the policy premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2016
Insured WEATHERTROL MAINTENANCE CORP.
Policy No. Z127574702
Policy Period 12/31/2016 To 12/31/2017
Issued On 12/20/2016

ZENITH INSURANCE COMPANY - 13145


PRESIDENT

At Sarasota, FL

WC-00-03-13
(Ed. 04-98)

Endorsement No. 12

Agent Copy



Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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VALLEY FORGE INSURANCE COMPANY

Insured Name: WEATHERTROL MAINTENANCE CORP.

Policy No: 6043555950

Endorsement No: 6

Effective Date: 11/01/2016



Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through H. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



**Contractors' General Liability Extension Endorsement**

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURs – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence, offense or claim** only when the **occurrence, offense or claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence, offense or claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury or property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence, offense or claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence, offense or claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or



Contractors' General Liability Extension Endorsement

b. by reason of a Named Insured creating or acquiring the organization during the policy period, qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
(b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:
a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
(2) smoke;
(3) collapse; or
(4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the products-completed operations hazard.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the Named Insured's behalf by a subcontractor; or

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Contractors' General Liability Extension Endorsement

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or filing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or filing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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VALLEY FORGE INSURANCE COMPANY

Insured Name: WEATHERTROL MAINTENANCE CORP.

Policy No: 6043555950

Endorsement No: 6

Effective Date: 11/01/2016



Contractors' General Liability Extension Endorsement

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion . . . Electronic Data and replace it with the following:

This insurance does not apply to:

. . . Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of bodily injury.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the Named Insured or others arising out of that which is defined in Paragraph (1) or (2) above.

B. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most the Insurer will pay under Coverage A for all damages arising out of any one occurrence because of property damage that results from physical injury to tangible property and arises out of electronic data.

C. The following definition is added to DEFINITIONS:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this ELECTRONIC DATA LIABILITY Provision, the definition of property damage in DEFINITIONS is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it; or
c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate electronic data, resulting from physical injury to tangible property. All such loss of electronic data shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, electronic data is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this ELECTRONIC DATA LIABILITY Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for

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**Contractors' General Liability Extension Endorsement**

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.



Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraph A1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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**Contractors' General Liability Extension Endorsement**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

bM Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- bM Nurse;
- c. Nurse practitioner;
- dM Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- gM Physical therapist;
- hM Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-employee while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and



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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. **LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. **Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., **Damage To Premises Rented To You Limit**, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the **Damage To Premises Rented To You Limit** is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The **Damage To Premises Rented To You Limit** is the greater of:

- a. \$500,000; or
- b. The **Damage To Premises Rented To You Limit** shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(II) of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the **Medical Expense Limit** is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The **Medical Expense Limit** is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for **Medical Expense Limit**.

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B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18b NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:



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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or attachment of an additional insured endorsement to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.

B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- 1. Paragraph 2.d. is replaced by the following:
d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

- 2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:
So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

C. This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply if Coverage B -Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

22. PROPERTY DAMAGE - ELEVATORS

A. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

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- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



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2. **bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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