

Received

OCT 21 2024

Office of the City Clerk
City of Marco Island, Florida



WAYPOINT

— Contracting, Inc. —

****Copy****

**Winterberry Beach Access
Boardwalk Repair Proposal**

ITB #2024-043

Bid Due : 10/21/2024 at 2pm

786-608-1406 | INFO@WAYPOINTCI.COM | WWW.WAYPOINTCI.COM

P.O. BOX 558482 MIAMI, FL 33255




C17: BIDDERS CHECK LIST
Winterberry Beach Access Board Walk Repair
ITB 2024-043

The spaces are for your use to help you ensure you have completed or included all required forms. The signature at the bottom of this form is **REQUIRED** and indicates that you have been informed as to what forms must be included in your bid submittal. Failure to complete any one of these forms may result in your bid being disqualified.

NO.	FORM NAME	INSERTED
C1	BID PROPOSAL	✓
C2	BID SCHEDULE SUMMARY	✓
C3	MATERIAL MANUFACTURERS	✓
C4	LIST OF SUBCONTRACTORS	✓
C5	STATEMENT OF EXPERIENCE OF BIDDER	✓
C6	BID AGREEMENT	✓
C7	BID BOND	✓
C8	NON-COLLUSION CERTIFICATION	✓
C9	PUBLIC ENTITY CRIMES	✓
C10	CERTIFICATION REGARDING DEBARMENT, SUSPENSION,	✓
C11	EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS	✓
C12	CONFLICT OF INTEREST DISCLOSURE FORM	✓
C13	CONTRACTOR & BUSINESS LICENSES	✓
C14	AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES	✓
C15	AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN	✓
C16	FEDERAL CONTRACT PROVISIONS AND ASSURANCES	✓
C17	BIDDER'S CHECKLIST	✓

ACTION	COMPLETED
The Bid has been signed	✓
Bid prices offered have been thoroughly reviewed and checked	✓
Price extensions and totals have been checked	✓
Any required drawings, descriptive literature, etc. have been included	✓
Bid bond or cashier's check has been included if required	✓
www.demandstar.com has been accessed and any addenda that has been issued has been downloaded and is being acknowledged on Form C1: Bid Proposal	✓


 Jorge Lopez 10/21/24

The mailing envelope must be addressed to:

**City Clerk
City of Marco Island
50 Bald Eagle Drive
Marco Island, Florida 34145**

The **mailing envelope** must be sealed and marked with:

**Proposal for the City of Marco Island, Florida
Project: Winterberry Beach Access Boardwalk Repair
Number: I T B 2024-043**

The bid will be mailed or delivered in time to be received no later than the specified opening date and time, otherwise bid cannot be considered.

ALL COURIER-DELIVERED BIDS MUST HAVE BID DUE DATE AND NUMBER ON THE OUTSIDE OF THE COURIER PACKET

Waypoint Contracting, Inc.

Bidder Name (Printed)

Jorge Lopez, President 10/21/2024

Signature, Title and Date

C. BID DOCUMENTS

(FORMS C1 THROUGH C17 IS YOUR BID SUBMITTAL)

C1: BID PROPOSAL

ITB #2024-043

Full Name of Bidder Waypoint Contracting, Inc.

Main Business Address 7925 NW 12 ST STE 321 Doral, FI 33126

Place of Business 7925 NW 12 ST STE 321 Doral, FI 33126

Telephone No. 786-608-1406 Fax No. _____

Email Address info@waypointci.com

Email is considered to be a valid and accepted manner of communication between the City and the Bidder.

State Contractor's License # CGC1519415 Type: General Contracting Certificate

To: CITY MANAGER, CITY OF MARCO ISLAND,
FLORIDA (hereinafter called the Owner)

The undersigned as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion and fraud with any other person, firm or corporation; and that it has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications. Further, the Bidder acknowledges receipt of Addenda as follows:

Addendum Number	Date Issued	Contractor's Initials
<u>1</u>	<u>10-03-2024</u>	<u>JL</u>
_____	_____	_____
_____	_____	_____

Bidder proposes and agrees if this Proposal is accepted, to contract with the Owner in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary supervision, project management, maintenance of traffic, machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work. Bidder agrees to furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth; to furnish the Contractor's Bonds and Insurance specified in the Contract Bidding Documents; and to do all other things required of the Contractor by the Contract Documents. Bidder guarantees the foregoing for due compensation and agrees that it will take full payment of the sums set forth in the following Bid Schedule.

ADDITIONAL CONTRACTOR INFORMATION

I. Contact for inquiries regarding this Bid:

Name: Jorge Lopez Phone No. 786-608-1406

Email: info@waypointci.com

II. Additional Company Information

Company's Primary Area(s) of Expertise:

General Contracting Services

Type of Company: _____ Sole Proprietorship: X Corporation:

Partnership Date Formed: 11-29-2016 Number of Employees: 18

Federal Tax I.D. # 81-4602789

Contractor License(s): complete as applicable

Marco Island Building Services Registration #

State License # CGC1519415 Expiration date 8/31/2024

Collier County License # _____ Expiration date

Has the company operated under any other names in the past five years?

Yes _____ No X If yes, give name(s): _____

Does the company have offices, plants, or warehouses in any other location? ___ Y X N

If yes, list addresses: _____

Bonding Capacity

Single bonding limit \$ 15 M Aggregate Limit \$ 30 M

Bonding Company Name & Address:

The Gray Casualty & Suerty Company

Michael A Bonet

305-446-2271

Has your company or any of its key people been a party to a bankruptcy or reorganization proceeding?

Yes _____ No X If yes, date _____

During the past five years have any subcontractors or suppliers filed any liens against you?

Yes _____ No X If yes, give details of any liens over \$5,000. Please provide details in attachment

Have you ever failed to complete a contract, been defaulted, or had a contract terminated?

Yes _____ No X If yes, please provide details in attachment.

In the past five years, has your company or any of its key people been involved in any lawsuits arising from construction projects?

Yes _____ No X. If yes, please provide details in attachment.

In the past five years, has your company or any of its key people been investigated for or found to have committed a violation of any labor laws?

Yes _____ No X. If yes, please provide details in attachment.

In the past five years, has your company or any of its key people been investigated for or found to have committed a violation of state, federal or local environmental protection laws?

Yes _____ No X. If yes, please provide details in attachment.

I HEREBY CERTIFY BEING FIRST DULY SWORN THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT

COMPANY NAME Waypoint Contracting, Inc.

By:

Title: Jorge Lopez, President

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 21st day of October, 2024, by Jorge Lopez (name of person making statement).

My Commission Expires: Oct. 15, 2027



(AFFIX OFFICIAL SEAL)

(Signature) Ayana Fernandez

Name: (Legibly Printed)

Notary Public, State of: Florida

Commission No.: HH 451541

C2: BID SCHEDULE SUMMARY

ITB #2024-043 Winterberry Beach Access Boardwalk Repair

Item	Description	Quantity	Unit	Unit Price	Extension
1	Mobilization/Demobilization (Not to Exceed 10%)	1	LS	\$ 38,500	\$ - 38,500.00
2	Preconstruction Video	1	LS	\$ 1,500	\$ - 1,500.00
3	Record Survey/Record Drawings	1	LS	\$ 3,250	\$ - 3,250.00
4	Cap Beam Adjustment	18	EA	\$ 3,200	\$ - 57,600.00
5	Joist Hanger Replacement (Ramp)	12	EA	\$ 2,750	\$ - 33,000.00
6	Railing Replacement	730	LF	\$ 165	\$ - 120,450.00
7	Deck Replacement	120	LF	\$ 125	\$ - 15,000.00
8	Cap Beam Replacement	12	EA	\$ 3,200	\$ - 38,400.00
9	Floor Joist Replacement (2x10)	18	EA	\$ 2,475	\$ - 44,550.00
10	Floor Joist Replacement (2x12)	8	EA	\$ 2,685	\$ - 21,480.00
11	Temporary Closures	1	LS	\$ 9,500	\$ - 9,500.00
12	Final Site Restoration	1	LS	\$ 8,500	\$ - 8,500.00
SUBTOTAL					\$391,730.00
-					-
Owner Directed Contingency 10% of Subtotal					39,173.00
TOTAL BID					\$ - \$430,03.00

Pricing:

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents.

All Unit Prices will be bid at the nearest whole penny.

The City will only accept bids submitted on bid forms provided by the City. Bids submitted on other forms, other than those provided by the City, will be deemed non-responsive and ineligible for award.

THIS IS A LUMP SUM BID INCLUSIVE OF ALL ITEMS IN THE CONTRACT DOCUMENTS. ITEMS NOT SPECIFICALLY LISTED ABOVE SHALL BE INCIDENTAL TO CORRESPONDING ITEMS AND INCLUDED IN TOTAL CONTRACT PRICE (TOTAL BASE BID MINUS CONTINGENCY). BIDDERS MUST BE READY TO SUBMIT A DETAILED BID SCHEDULE BREAKDOWN WHEN REQUESTED BY THE CITY, BEFORE OR AFTER THE AWARD OF CONTRACT AND PRIOR TO FIRST PAY REQUEST.

Written Amount (GRAND TOTAL BID PRICE): Four Hundred Thirty Thousand Nine Hundred Three Dollars

Authorized Signature:  Jorge Lopez Date 10 / 21 /2024

Company Name: Waypoint Contracting, Inc.

C4: LIST OF SUBCONTRACTORS
Winterberry Beach Access Boardwalk Repair
ITB #2024-043

The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Project Manager. The undersigned further acknowledges its responsibility for ensuring that the subcontractors listed herein meet all legal requirements applicable to and necessitated by this Agreement, including, but not limited to proper licenses, certifications, registrations and insurance coverage. The City reserves the right to disqualify any bidder who includes non-compliant subcontractors in his bid offer. The bidder shall provide evidence that the subcontractor has agreed to provide the class of work as indicated on this form if so requested by the City. Failure to provide this evidence, if requested, may result in the disqualification of the bid. Further, the City may direct the bidder/contractor to remove/replace any subcontractor that is found to be non-compliant with this requirement subsequent to award of the contract at no additional cost to the City. THIS LIST MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed). Bidder must be prepared to provide documentation demonstrating agreement of the subcontractor to participate in the bid.

Subcontractor and Address

Class of Work to be Performed

1.	Waypoint Contracting Inc 7925 NW 12 ST STE 321 Doral, Fl 33126	Carpentry
2.		
3.		
4.		
5.		

Total % of Work to be performed by ~~subcontractors~~ Waypoint 100 %

Dated 10/21/2024 Bidder Waypoint Contracting, Inc.

BY:  Jorge Lopez, President

C5: STATEMENT OF EXPERIENCE OF BIDDER
WinterberryBeach Access Boardwalk Repair
ITB #2024-043

The Bidder is required to state below what work of similar type and magnitude is a judge of its experience, skill and business standing and of its ability to conduct the work as completely and as rapidly as required under the terms of the contract.

Please list at least five projects and only projects that you have completed within the last 5 years or are currently working on. Florida references only.

Project Name	<u>Sunny Lakes Park Community Center Renovations</u>		
Description of Work	<u>Replacement of overhang ceiling and roof downspouts, Installation of new Awning., Installation of Exterior Impact Doors/ French Doors, Fencing and Gates installed, Landscaping work including sod and plants, New ramp and sidewalk including railing at ramp area, Installation of Shutters., Stucco Repairs.New railings installed at balconies and stairways, Re Paint of the Exterior of Building, Deck repairs completed: installation of structural members and replacement of deck boards</u>		
Location	<u>5300 Griffin Road Davie, FL 33314</u>		
Year	<u>20_20</u>	Contract Price	<u>\$ 1,159,945.86</u>
Contact Name	<u>Gerardo Diaz</u>		
Title & Name of Firm	<u>Town of Davie</u>		
Phone No.	<u>954-355-8814</u>		
Email:	<u>gerardo_diaz@davie-fl.gov</u>		

Project Name	<u>City of Delray Beach CRA Building</u>		
Description of Work	<u>The work consisted of a complete structural and architectural renovation of existing two story building which included demo and replacement of entire roof structure and replacement with new trusses and roof, shoring of 2nd floor and new structural reinforcement, new stairwell structure, new elevator shaft, and structural modification of all openings. Architectural renovations included new doors, windows, stucco, paint flooring, railings, elevator, HVAC, plumbing, electrical, fire alarm, site drainage, parking, irrigation, and landscape.</u>		
Location	<u>98th NW 5th Ave Delray Beach, Fl</u>		
Year	<u>20_23</u>	Contract Price	<u>\$ 2,414,393.58</u>
Contact Name	<u>Christine Tibbs</u>		
Title & Name of Firm	<u>City of Delray CRA</u>		
Phone No.	<u>516-276-8640</u>		
Email:	<u>tibbsc@mydelraybeach.com</u>		

Project Name Construction of Cultrual Park & Gator Circle

Description of Work Cultural Park (14 acres) and Gator Circle Property (17 acres)
The ground up parks consisted of construction of a new sports courts inclusive of 2 basketball courts, 2 pickleball courts and 1 tennis court, a shaded playground, outdoor fitness stations, demolition and construction concrete paver walkways and concrete sidewalks, aluminum fence around the park, new drainage systems, new parking lots, installation of pavilions and shelters and a chain link fence around the playground. The park also consisted of a restroom building, installation of new landscaping, and installation of new electrical system inclusive of 7 light poles, a new transformer and electrical services to the shelters.

Location Cape Coral Cultrual Park & Gator Circle

Year 20_22 **Contract Price** \$ 5,131,294.12

Contact Name James Breakfield

Title & Name of Firm City of Cape Coral Parks and Recreation

Phone No. (239)-707-1718

Email: jbreakfi@capecoral.gov

Project Name FT. MYERS STATE FARMERS MARKET CONSTRUCTION

Description of Work New pre-engineered retailmarket facility including sitework/civil improvements, storm water drainage, utilities, grading, paving, parking lot improvements, structural foundations, masonry stem wall, 4 bay rigid steel metal structure, ADA restrooms, overhead doors, metal panel roof system, prefabricated walk-in coolers, plumbing, mechanical ventilation/exhaust system, electrical distribution system and lighting

Location 2744 Edison Ave # 1, Fort Myers, FL 33916

Year 20_21 **Contract Price** \$1,418,040.36

Contact Name Allan Golden

Title & Name of Firm Florida Department of Agriculture and Costumer Services

Phone No. 850-661-0163

Email: allan.golden@fdacs.gov

Project Name White Course Park

Description of Work construction of 2.7 acres of land. The ground up park consisted of a shaded playground, a water front flexible event plaza, artificial turf putting green space, outdoor fitness stations, two off-leash artificial turf dog areas with washing stations, putting, multi-purpose greenspace, concrete paver walkways and concrete sidewalks, aluminum fence around the park, and a chain link fence around the playground and dog areas. The park also consisted of a restroom building, 11 parking spaces, and a connectivity to Downtown Doral through the Downtown Doral Boardwalk located at the north side of the park.

Location 8429 NW 41st St, Doral, FL 33166

Year 20_22 **Contract Price** \$ 3,200,000.00

Contact Name Julio Amoedo

Title & Name of Firm City of Doral

Phone No. (305) 593-6740 ext. 6018

Email: julio.amoedo@cityofdoral.com

INSERT ADDITIONAL PAGES IF NECESSARY



SUNNY LAKES PARK COMMUNITY CENTER RENOVATIONS

Town Of Davie, FL.



RENOVATION



**GOVERNMENT/
MUNICIPAL**



PARK

Total Contract
Value: \$1,159,945.86

Original Contract
Value: \$1,068,191.91

Start / End Dates:
03/2020 - 06/2020

Client Contact:
Gerardo Diaz
6591 Orange Drive,
Town of Davie, FL 33314
954-355-8814
gerardo_diaz@davie-fl.gov

Architect:
CPZ Architects
954-792-8525



Waypoint Contracting, Inc., was selected by the Town of Davie for the Interior Renovation of the Community Center. Waypoint was responsible for the demolition of the existing interior of the building which was remodeled and exterior repairs.

The scope of this project included:

- Replacement of overhang ceiling and roof downspouts .
- Installation of new Awning.
- Installation of Exterior Impact Doors/ French Doors.
- Fencing and Gates installed.
- Landscaping work including sod and plants.
- New ramp and sidewalk including railing at ramp area.
- Installation of Shutters.
- Stucco Repairs.
- Renovation of the electrical, mechanical and plumbing system.
- Complete new fixtures, units, and system was replaced.
- New Fire Alarm System installed.
- Complete renovation of finishes including flooring, drywall, ceiling, painting, blinds, fire extinguishers, new doors and frames, windows, window sills, kitchen millwork and bathrooms.
- New railings installed at balconies and stairways.
- Re Paint of the Exterior of Building.
- Deck repairs completed: installation of structural members and replacement of deck boards.



CRA BUILDING

98th NW 5th Ave Delray Beach, FL



RENOVATION



**GOVERNMENT/
MUNICIPAL**

Total Contract

Value: \$2,414,393.58

Original Contract

Value: \$1,925,000.00

Start / End Dates:

03/2022 - 01/2023

Client Contact:

Christine Tibbs

313 NE 3RD Street Delray Beach, FL 33444

516-276-8640

tibbsc@mydelraybeach.com

Architect:

Synalovski Romanik Saye, LLC

Manuel Synalovski

msynalovski@synalovski.com



Waypoint Contracting, Inc., was awarded this contract for the renovation of the two story building for the City of Delray Beach CRA. The work consisted of a complete structural and architectural renovation of existing two story building which included demo and replacement of entire roof structure and replacement with new trusses and roof, shoring of 2nd floor and new structural reinforcement, new stairwell structure, new elevator shaft, and structural modification of all openings. Architectural renovations included new doors, windows, stucco, paint flooring, railings, elevator, HVAC, plumbing, electrical, fire alarm, site drainage, parking, irrigation, and landscape.

The project was challenging because it required careful coordination of the work to preserve the structural elements called out to the remain so not to compromise the existing structure as the new structural modifications were being made. Also the site had a very small foot print that required careful coordination of all material deliveries so not to compromise site logistics movements and disturbance to the adjacent properties/neighbors



CONSTRUCTION OF CULTURAL PARK & GATOR CIRCLE

Cape Coral, FL



Total Contract Value:
\$5,131,294.12

Start / End Dates:
12/2021 - 09/2022

Client Contact:
James Breakfield
1015 Cultural Park Blvd
Cape Coral, FL 33990
(239)-707-1718
jbreakfi@capecoral.gov
Architect:
AECOM
(813)-362-2911



Waypoint Contracting, Inc., was selected by the City of Cape Coral for the construction of Cultural Park (14 acres) and Gator Circle Property (17 acres). The ground up parks consisted of construction of a new sports courts inclusive of 2 basketball courts, 2 pickleball courts and 1 tennis court, a shaded playground, outdoor fitness stations, demolition and construction concrete paver walkways and concrete sidewalks, aluminum fence around the park, new drainage systems, new parking lots, installation of pavilions and shelters and a chain link fence around the playground. The park also consisted of a restroom building, installation of new landscaping, and installation of new electrical system inclusive of 7 light poles, a new transformer and electrical services to the shelters.



FT. MYERS STATE FARMERS MARKET CONSTRUCTION

Ft. Myers, FL



RENOVATION



**GOVERNMENT/
MUNICIPAL**

Total Contract
Value: \$1,418,040.36

Original Contract
Value: \$1,242,055.63

Start / End Dates:
06/15/2020
2/19/2021

Client Contact:
Allan Golden
2744 Edison Ave.
Fort Myers, FL 33916
850-661-0163
allan.golden@fdacs.gov

Architect:
CPH, Inc.
239-332-5499

Waypoint Contracting, Inc., was selected by the Florida Department of Agriculture and Costumer Services to reconstruct the Fort Myers State Farmers Market. Waypoint was responsible for the construction of a new pre-engineered retail market facility including sitework/civil improvements, storm water drainage, utilities, grading, paving, parking lot improvements, structural foundations, masonry stem wall, 4 bay rigid steel metal structure, ADA restrooms, overhead doors, metal panel roof system, prefabricated walk-in coolers, plumbing, mechanical ventilation/exhaust system, electrical distribution system and lighting.





WHITE COURSE PARK

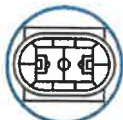
Doral, FL



GOVERNMENT/
MUNICIPAL



PARK



SPORTS FIELD

Total Contract Value:
\$3,200,000.00

Start / End Dates:
03/2021 - 03/2022

Client Contact:
Julio Amoedo
8401 NW 53 Terrace Doral, FL
33166
(305) 593-6740 ext. 6018
julio.amoedo@cityofdoral.com

Architect:
Chen Moore and Associates
786-497-1500

Waypoint Contracting, Inc., was selected by the City of Doral for the construction of 2.7 acres of land. The ground up park consisted of a shaded playground, a water front flexible event plaza, artificial turf putting green space, outdoor fitness stations, two off-leash artificial turf dog areas with washing stations, putting, multi-purpose greenspace, concrete paver walkways and concrete sidewalks, aluminum fence around the park, and a chain link fence around the playground and dog areas. The park also consisted of a restroom building, 11 parking spaces, and a connectivity to Downtown Doral through the Downtown Doral Boardwalk located at the north side of the park.



C6: BID AGREEMENT
Winterberry Beach Access Boardwalk Repair
ITB #2024-043

Upon receipt of written notice of the conditional acceptance of this Bid, Bidder will execute the formal Contract attached within 10 calendar days and deliver the Surety Bond or Bonds and Insurance as required by the Contract Documents. The attached bid security (5% of Bid) in the sum of: Twenty One Thousand Five Hundred Forty Five dollars (\$ 21,545.00) shall become the property of the Owner in the event the Contract, Insurance and Bonds are not executed within the time above set forth for the delay and additional expense to the Owner.

If awarded a contract under this Proposal, the undersigned proposes to commence work at the site on the Commencement Date stipulated in the written Notice to Proceed unless the Project Manager, in writing, subsequently notifies the Contractor of a modified (later) Commencement Date. The undersigned further agrees to substantially complete all work covered by this Proposal within 150 consecutive calendar days and to fully complete all work in its entirety, including final acceptance, within 180 calendar days from and including the Commencement Date. The term "substantially complete" means a level of completion in compliance with the Contract Documents as certified in writing by Owner's Project Manager and recommended by the Engineer such that Owner has beneficial use of the Project and can operate the Project in all respects for its intended purpose. In the event the Work includes more than one Phase, Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase, including Final Completion.

Waypoint, being first duly sworn on oath deposes and says that the Bidder on the above Proposal is organized as indicated and that all statements herein made are made on behalf of such Bidder and that this Deponent is authorized to make them.

Waypoint, also deposes and says that it has examined and carefully prepared its Bid Proposal from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

(a) Corporation

The Bidder is a corporation organized and existing under the laws of the State of Florida, which operates under the legal name of Waypoint Contracting, Inc., and the full names of its officers are as follows:

President Jorge Lopez
Secretary Tanya Ramos
Treasurer _____
Manager _____

(Corporate Seal)



(b) Co-Partnership

The Bidder is a co-partnership consisting of individual partners whose full names are as follows:

N/A

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The co-partnership does business under the legal name of:

(c) Individual

The Bidder is an individual whose full name is _____, and
if operating under a trade name, said trade name is _____.

DATED 10/21/2024

Waypoint Contracting, Inc.

Legal entity

BY: Jorge Lopez

Name of Bidder (Typed)

Signature

President

Title



[Corporate Seal]

C7: BID BOND
Winterberry Beach Access Boardwalk Repair
ITB #2024-043

KNOW ALL MEN BY THESE PRESENTS, that we Waypoint Contracting, Inc. (herein after called the Principal), and The Gray Casualty & Surety Company, (herein called the Surety), a corporation chartered and existing under the laws of the State of Louisiana with it principal offices in the city of Metairie, LA and authorized to do business in the State of Florida are held and firmly bound unto the **City of Marco Island** (hereinafter called the Owner) in the full and just sum of Five Percent of Amount Bid dollars (\$ ***5%**) good administrators, and assigns, jointly and severally and firmly by these presents.

Whereas, the Principal is about to submit, or has submitted to the Owner, a proposal for furnishing all labor, materials, equipment and incidentals necessary to perform:

Winterberry Beach Access Boardwalk Repair

NOW, THEREFORE, The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within ten days after the date of a written Notice of Award, execute a Contract in accordance with the Proposal and upon the terms, conditions and price(s) set forth therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Performance Bond and Payment Bond payable to the Owner, in an amount of 100 Percent of the total Contract price each in form and with security satisfactory to the said Owner, then this obligation to be void; otherwise to be and remain in full force and virtue in the law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN TESTIMONY Thereof, the Principal and Surety have caused these presents to be duly signed, and sealed this 18th day of October, 2024.

BY: Waypoint Contracting, Inc. Principal
Jorge Lopez (Seal)
The Gray Casualty & Surety Company Surety
Michael A. Bonet (Seal)
Michael A. Bonet, Attorney-In-Fact

Countersigned Michael A. Bonet
Local Resident Producing Agent for The Gray Casualty & Surety Company



**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: N/A

Principal: Waypoint Contracting, Inc.

Project: Winterberry Beach Access Boardwalk Repair

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Michael A. Bonet of Miami, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 18th day of October , 2024

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 18th day of October , 2024

Leigh Anne Henican



C8: NON-COLLUSION CERTIFICATION

Winterberry Beach Access Boardwalk Repair ITB 2024-043

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents may make the bid non-responsive and not eligible for award consideration.

(Contractor/ Architect/Engineer's Signature)



Date 10/21/2024

Jorge Lopez, President

Name and title of Authorized Signee

Waypoint Contracting, Inc.

Name of Corporation, Partnership, Trust, Etc.

(SEAL)



C9: PUBLIC ENTITY CRIMES

Winterberry Beach Access Boardwalk Repair ITB #2024-043

SWORN STATEMENT UNDER SECTION 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. **2024-043** for **Winterberry Beach Access Boardwalk Repair**

2. This sworn statement is submitted by Waypoint Contracting, Inc.
(name of entity submitting sworn statement)
whose business address is: 7925 NW 12 ST STE 321 Doral, FL 33126

and its Federal Employer Identification Number (FEIN) is 81-4602789
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Jorge Lopez and my relationship to the entity named (please print name of individual signing) above is President.

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
spiracy, or material misrepresentation.
or material misrepresentation.

5. 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 jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliated” 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.

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.

rm’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.

c. 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 binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
an entity.

d. Based on information and belief the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

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

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

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 a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH 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.

**N THIS FORM.
THIS FORM.**



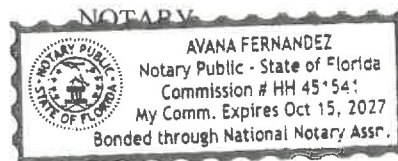
Jorge Lopez, President
(Signature)
10/21/2021

(Date)

STATE OF Florida
COUNTY OF Miami-Dade

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, Jorge Lopez who, after first being sworn by me, affixed his/her signature in the space provided on this 21 day of October, 2024.

PUBLIC 
Avana Fernandez



Commission number: [HH 451541](#)

Commission expires: [Oct. 15, 2027](#)

C10: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

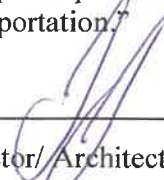
Winterberry Beach Access Boardwalk Repair ITB 2024-043

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (34 CFR, part 85, Section 85.510, Participant’s Responsibilities).

“The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.


 _____ Date 10/21/2024
 Contractor/ Architect/Engineer’s Signature

Jorge Lopez, President

Name and title of Authorized Signee

Waypoint Contracting, Inc.

Name of Corporation, Partnership, Trust, Etc.

C11: EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS

Winterberry Beach Access Boardwalk Repair

ITB #2024-043

The City of Marco Island will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 2274A(e) of the Immigration and Nationality Act (“INA”). The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Agency.

You may also sign-up for free webinars on E-Verify which are offered by the U.S. Department of Homeland Security. To see the schedule of webinars and register, click on the following link, which will take you to the US Department of Homeland Security’s website: [E-Verify Webinars](#)

The Website for E-Verify is: <http://www.uscis.gov/e-verify>

(Contractor/ Architect/Engineer’s Signature)

10/21/2024

Date

Jorge Lopez, President

Name and title of Authorized Signee

Waypoint Contracting, Inc.

Name of Corporation, Partnership, Trust, Etc.



My Company Account

My Company Profile

Company Information

Company Name

Waypoint Contracting, Inc

Doing Business As (DBA) Name

Waypoint Contracting, Inc

Company ID

1265476

Enrollment Date

Jan 25, 2018

Employer Identification Number (EIN)

814602789

Unique Entity Identifier (UEI)

DUNS Number

080534682

Total Number of Employees

10 to 19

NAICS Code

236

Sector

Construction

Subsector

Construction of Buildings

[Edit Company Information](#)

Employer Category

Employer Category

Local Government

[Edit Employer Category](#)

Company Addresses

Physical Address

1324 NW 29th St
Miami, FL 33142

Mailing Address

PO Box 420008
Miami, FL 33242

[Edit Company Addresses](#)

Hiring Sites



We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)

C12: CONFLICT OF INTEREST DISCLOSURE FORM

Winterberry Beach Access Boardwalk Repair ITB 2024-043

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal the name of any officer, director, or agent who is also an employee of the City of Marco Island.

The mere appearance of a conflict may be as serious and potentially damaging. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

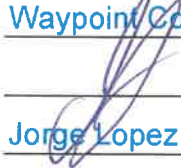
(c) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(d) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

Please check one of the following statements and attach necessary documents if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Company Name	Waypoint Contracting, Inc.
Authorized Signature	
Name	Jorge Lopez
Title	President
Date	10/21/2024

C13 CONTRACTOR & BUSINESS LICENSES
Winterberry Beach Access Boardwalk Repair
ITB 2024-043

**Attach copy of your contractor's and/or other business
licenses at this location**

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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



LOPEZ, JORGE LUIS
WAYPOINT CONTRACTING INC
PO Box 558482
MIAMI FL 33255

LICENSE NUMBER: CGC1519415

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 06/04/2024

Do not alter this document in any form.

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

001938

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



7217886

BUSINESS NAME/LOCATION

WAYPOINT CONTRACTING INC
7925 NW 12TH ST STE 321
DORAL FL 33126-1846

RECEIPT NO.

RENEWAL
7502155

EXPIRES
SEPTEMBER 30, 2025
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

WAYPOINT CONTRACTING INC
C/O JORGE LUIS LOPEZ PRES

SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGC1519415

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 07/02/2024
INT-24-415101

Worker(s) 2

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

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Waypoint Contracting, Inc</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ </p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/></p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p> <p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>7925 NW 12th Street, 321</p> <p>6 City, state, and ZIP code</p> <p>Miami, FL 33126</p> <p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>
--	--

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
8 1 - 4 6 0 2 7 8 9	

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 4/1/2024
------------------	--------------------------	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

C14: AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the City is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.


By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the City, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of Waypoint Contracting, Inc., a nongovernmental entity.
3. Waypoint Contracting, Inc. does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

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





Witness #1 Print Name: Yesid Lopez

Print Name: Jorge Lopez

Witness #2 Print Name: Tanya Ramos

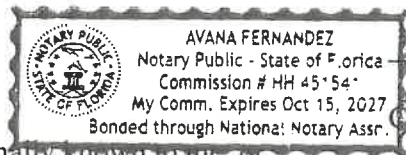
Title: President

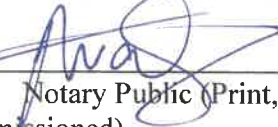
Entity Name: Waypoint Contracting, Inc.

OATH OR AFFIRMATION

State of Florida
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 21st day of October, 2024, by Jorge Lopez (name of person) as President (type of authority) for Waypoint Contracting, Inc. (name of party on behalf of whom instrument is executed).




Notary Public (Print, Stamp, or Type as Commissioned)
Avana Fernandez

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

C15: AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the City may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the City which would grant the entity access to an individual's personal identifying information.

- 1. Waypoint Contracting, Inc. ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

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

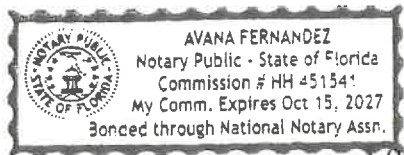
Witness #1 Print Name: Tanya Ramos
Witness #2 Print Name: Yesid Lopez

Print Name: Jorge Lopez
Title: President
Entity Name: Waypoint Contracting, Inc.

OATH OR AFFIRMATION

State of Florida
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 21st day of October, 20 24, by Jorge Lopez (name of person) as President (type of authority) for Waypoint Contracting, Inc. (name of party on behalf of whom instrument is executed).



Avana Fernandez
Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced identification (Type of Identification: _____)
- Did take an oath; or
- Did not take an oath

C16: Federal contract provisions and assurances Winterberry Beach Access Board Walk Repair ITB 2024-043

TO BE ELIGIBLE FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PUBLIC ASSISTANCE/REIMBURSEMENT, CITY OF MARCO ISLAND AND ITS CONTRACTORS MUST FOLLOW CERTAIN FEMA GUIDELINES.

THE PURPOSE OF THIS EXHIBIT IS TO ENSURE THOSE GUIDELINES ARE KNOWN TO ALL THE PARTIES AND ARE ADHERED TO.

Certain activities under this contract might be funded in whole or in part by the Federal Government, or an Agency thereof. Federal Law requires that such contracts include certain provisions.

Per uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a contract (including a purchase order).

The Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes and ordinances:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2017 (in effect for incidents declared on or after April 1, 2017)

Reporting: The contractor will provide any information required to comply with the requirements and regulations pertaining to reporting. It is important that the contractor is aware of the reporting requirements of the City, as the Federal or State agencies may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to be eligible for reimbursements.

Access to Records: (1) The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.

Department of Homeland Security (DHS) Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ers for work or products under this award.

For purposes of this section: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

Prohibition on Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms *backhaul*; *covered foreign country*; *covered telecommunications equipment or services*; *interconnection arrangements*; *roaming*; *substantial or essential component*; and *telecommunications equipment or services* have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. the information.
he information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer. The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Program Fraud and False or Fraudulent Statements or Related Acts: Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

Energy Efficiency Standards: The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Termination: Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City as per this Agreement, the City may terminate said Agreement for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance. In the event that the City terminates this Agreement, Contractor's recovery against the City shall be limited to that portion of the Agreement Amount earned through the

date of termination. The Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

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 City 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 City 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.

Changes: Refer to Standard Contract/Purchase Order Terms and Conditions.

Procurement of Recovered Materials (§200.322) (Over \$10,000): (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

Suspension and Debarment: Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

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

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

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

able remedies, including but not limited to suspension and/or debarment.

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

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms §200.321 (a) The Solicitor must take all necessary affirmative steps to assure that minority

businesses, women's business enterprises, and labor surplus area firms are used whenever possible. (b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24,

1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(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 (1) of this section the contractor and any subcontractor responsible therefore 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 (1) of this section, in the sum of \$10 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 (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 (2) of this section.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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."

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

Clean Air Act and Federal Water Pollution Control Act: (over \$150,000) (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* (2) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* (3) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (4) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000): Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient."

STATE PROVISIONS

Convicted Vendor and Discriminatory Vendors List Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or any state agency.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to

carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Record Retention - The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the City, FDEM, or its designee's access to such records upon request.

Acknowledgement of Terms, Conditions, and Grant Clauses

CERTIFICATION

If the vendor subcontracts any of the work required under this Agreement, a copy of the signed contract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

On behalf of my firm, I acknowledge the grant requirements identified in this document.

Vendor/Contractor Name Waypoint Contracting, Inc.

Date 10/21/2024

Authorized Signature 

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, City, certifies, by submission of this document, 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 Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR: Waypoint Contracting, Inc.

By: 
Signature
Jorge Lopez, President
Name and Title

7925 NW 12 ST STE 321
Street Address

Doral, FL 33126
City, State, Zip

08-053-4682
DUNS Number

10/21/2024
Date

Sub-Recipient Name: City of Marco Island:

CITY OF MARCO ISLAND																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME	PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT																		
Waypoint Contracting, Inc.	81-4602789																				
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS BA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?	VETERAN ?	Y	<input type="radio"/> N	IS THE ACTIVITY OF THIS CONTRACT...																	
	DBE ?	Y	<input type="radio"/> N	CONSTRUCTION ?	<input checked="" type="radio"/> Y <input type="radio"/> N																
	MBE ?	Y	<input type="radio"/> N	CONSULTATION ?	Y <input checked="" type="radio"/> N																
	WBE ?	Y	<input type="radio"/> N	OTHER ?	Y <input type="radio"/> N																
	SDB BA ?	Y	<input type="radio"/> N																		
IS THIS SUBMISSION A REVISION?	Y	<input checked="" type="radio"/> N	IF YES, REVISION NUMBER																		
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (SEE BELOW)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS																
TOTALS																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
Waypoint Contracting, Inc.		10/21/2024		Prime Contractor																	
EMAIL ADDRESS OF PRIME		TELEPHONE NUMBER		FAX NUMBER																	
info@waypointci.com		786-608-1406																			
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>ETHNICITY</th> <th>CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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Black American	BA																				
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Asian-Pacific American	APA																				
Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY THE CITY OF MARCO ISLAND																					
DEPARTMENT NAME		CITY OF MARCO ISLAND CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM / CONTRACT																	
ACCEPTED BY: (PRINT NAME)					DATE																
SIGN:																					

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Bid # 2024-043**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

Jorge Lopez, President

Name and Title of Contractor's Authorized Official

Date 10/21/2024