



ORIGINAL  
DO NOT REMOVE  
FROM FILE

Contract No.: 682-10030-1

**Agreement to Supply: WATER EXTRACTION & REMEDIATION OF WATER DAMAGE AND MOLD IMPACT SERVICES**

This agreement, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2008, is by and between the CITY OF FORT LAUDERDALE, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and name of Contractor:

Name: All County Remediation, Inc.

Address: 215 N.E. 32 Court City: Oakland Park State: FL Zip: 33334

A Corporation  A Partnership  An Individual  Other: \_\_\_\_\_

hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did issue an Invitation to Bid (ITB) for supplying the requirements of the City for the items and/or service listed above, for a period of two years with three one-year extension options and the Contractor submitted a bid that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: July 15, 2008 Pur-08 CAR 08-0980

Now, therefore, for and in consideration of the mutual promises and covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide to the City water extraction and remediation services, during the period beginning 07/15/08 and ending 07/14/10 for the requirements listed above according to the following specifications, terms, covenants and conditions:

- a. The Invitation to Bid containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of ITB Number **682-10030** and the Contractor's proposal in response, form a part of this contract and by reference are made a part hereof.
- b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:
  - 1) This contract Form G-110, Rev. 12/00
  - 2) The City's ITB and all addenda thereto
  - 3) Contractor's proposal in response to the City's ITB

**c. Warranty:** The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

**d. Cancellation:** The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

**e. Taxes Exempt:** State Sales (85-8012514506C-7) and Federal Excise (59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

**f. Invoicing:** Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount MUST appear on the invoice.

2. **Contract Special Conditions:** The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

A minor miscalculation on Item #43 was deemed a minor irregularity under Section 3.17 of the ITB General Conditions and waived by the City. Item #43 should be \$10,000, not \$60,000. Item #41 (\$50,000) multiplied by Item #42 (20%) equals item #43 (\$10,000).

3. **Contract Summary:**

a. Attachments:

All County Remediation, Inc.'s response to the ITB and a copy of the ITB document.

b. Payment Terms: Net 30

c. Delivery: Per ITB

d. Insurance: Yes  No

e. Performance Bond/Letter of Credit: Yes  No

f. Procurement Specialist's Initials: RA

4. **Contractor's Phone Numbers:** Office: 954-214-5577

5. **Contractor's Fax Number:** 954-332-1110

6. **Contractor's E-Mail Address:** danb@trustthetriangle.com

**City of Fort Lauderdale**

By: [Signature]  
Director of Procurement Services (City Manager's Designee)

Date: 8/21/08

Approve as to form:  
[Signature]  
Assistant City Attorney

**Contractor/Vendor**

DAVID BULZARCHELLI  
Name of Company Officer (please type or print)

By: [Signature]  
Authorized Officer's Signature

Title: PRESIDENT

Date: 8-13-08

Attest: [Signature]  
Signature of Secretary

SONIA K. DEPAUL  
Secretary (please type or print)

# CONTRACT COPY

## ALL COUNTY REMEDIATION, INC

Bid Contact **DANIEL BULZACHELLI**  
**danb@trustthetriangle.com**  
**Ph 954-214-5577**

Address **215 NE 32 CT**  
**FORT LAUDERDALE, FL 33334**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price At
682-10030-1-01	Supervisor Regular Time	Supplier Product Code:	First Offer - \$29.00	140 / hour	\$4,060.00
682-10030-1-02	Laborer Technician Regular Time	Supplier Product Code:	First Offer - \$22.00	600 / hour	\$13,200.00
682-10030-1-03	Laborer Regular Time	Supplier Product Code:	First Offer - \$18.00	600 / hour	\$10,800.00
682-10030-1-04	Supervisor Overtime	Supplier Product Code:	First Offer - \$29.00	140 / hour	\$4,060.00
682-10030-1-05	Laborer Overtime	Supplier Product Code:	First Offer - \$18.00	600 / hour	\$10,800.00
682-10030-1-06	Laborer Technician Overtime	Supplier Product Code:	First Offer - \$22.00	600 / hour	\$13,200.00
682-10030-1-07	Supervisor Microbial Containment Regular Time	Supplier Product Code:	First Offer - \$29.00	140 / hour	\$4,060.00
682-10030-1-08	Laborer Microbial Containment Regular Time	Supplier Product Code:	First Offer - \$18.00	600 / hour	\$10,800.00
682-10030-1-09	Laborer Technician Microbial Containment Regular Time	Supplier Product Code:	First Offer - \$22.00	600 / hour	\$13,200.00
682-10030-1-10	Supervisor Microbial Containment Overtime	Supplier Product Code:	First Offer - \$29.00	140 / hour	\$4,060.00
682-10030-1-11	Laborer Microbial Containment Overtime	Supplier Product Code:	First Offer - \$18.00	600 / hour	\$10,800.00
682-10030-1-12	Laborer Technician Microbial Containment Overtime	Supplier Product Code:	First Offer - \$22.00	600 / hour	\$13,200.00
682-10030-1-13	Mobilization Regular Time	Supplier Product Code:	First Offer - \$100.00	12 / each	\$1,200.00

682-10030-1-14	Mobilization Overtime	Supplier Product Code:	First Offer - \$125.00	10 / each	\$1,250.00
682-10030-1-15	Water Extraction	Supplier Product Code:	First Offer - \$0.27	50000 / square foot	\$13,500.00
682-10030-1-16	UV Fogging of Mildicide	Supplier Product Code:  UV is fogged at Cubic foot rate. Fogging of midicide is discouraged by IICRC standards	First Offer - \$0.09	35000 / square foot	\$3,150.00
682-10030-1-17	Apply Mildicide (Water Damage)	Supplier Product Code:	First Offer - \$0.18	50000 / square foot	\$9,000.00
682-10030-1-18	Drywall Removal	Supplier Product Code:	First Offer - \$0.56	3500 / square foot	\$1,960.00
682-10030-1-19	Drywall Soffit Removal	Supplier Product Code:	First Offer - \$0.56	3500 / square foot	\$1,960.00
682-10030-1-20	Drywall Removal in Ceiling Plenum	Supplier Product Code:	First Offer - \$0.56	3500 / square foot	\$1,960.00
682-10030-1-21	Carpet Restoration and Sanitizing	Supplier Product Code:  assuming Square Yard	First Offer - \$2.00	12000 / yard	\$24,000.00
682-10030-1-22	Carpet and Mastic Removal	Supplier Product Code:	First Offer - \$0.80	10000 / yard	\$8,000.00
682-10030-1-23	Mastic/Adhesive Removal	Supplier Product Code:	First Offer - \$0.40	1000 / yard	\$400.00
682-10030-1-24	Carpet and Pad Removal	Supplier Product Code:	First Offer - \$0.90	10000 / yard	\$9,000.00
682-10030-1-25	Tack Strip Removal	Supplier Product Code:	First Offer - \$0.15	7000 / linear foot	\$1,050.00
682-10030-1-26	Content Manipulation	Supplier Product Code:	First Offer - \$0.25	50000 / square foot	\$12,500.00
682-10030-1-27	Vinyl Tile Removal	Supplier Product Code:	First Offer - \$0.50	1000 / square foot	\$500.00

682-10030-1-28	Vinyl Wall Covering Removal	Supplier Product Code:	First Offer - \$0.35	10000 / square foot	\$3,500.00
682-10030-1-29	Containment Setup and Breakdown Under 1,000 S.F.	Supplier Product Code:	First Offer - \$225.00	50 / each	\$11,250.00
682-10030-1-30	Containment Setup and Breakdown Over 1,000 S.F.	Supplier Product Code:	First Offer - \$300.00	50 / each	\$15,000.00
682-10030-1-31	HVAC System Clean and Sanitize	Supplier Product Code:	First Offer - \$35.00	1500 / hour	\$52,500.00
682-10030-1-32	HEPA Vacuum Space/Area	Supplier Product Code:	First Offer - \$0.25	50000 / square foot	\$12,500.00
682-10030-1-33	HEPA Vacuum Space/Area Contents	Supplier Product Code:	First Offer - \$0.25	50000 / square foot	\$12,500.00
682-10030-1-34	Rental of Drying Unit (Blower)	Supplier Product Code:  For AXIAL air movers that are required for Applied Structure Drying.	First Offer - \$17.00	1600 / day	\$27,200.00
682-10030-1-35	Rental of Large Air Scrubber	Supplier Product Code:	First Offer - \$75.00	1600 / day	\$120,000.00
682-10030-1-36	Rental of Small Air Scrubber	Supplier Product Code:	First Offer - \$20.00	1600 / day	\$32,000.00
682-10030-1-37	Rental of Large Dehumidifier	Supplier Product Code:	First Offer - \$85.00	1600 / day	\$136,000.00
682-10030-1-38	Rental of Small Dehumidifier	Supplier Product Code:  Less than 80 pints @ AHAM	First Offer - \$10.00	1600 / day	\$16,000.00
682-10030-1-39	Rental of Wall Injection System	Supplier Product Code:	First Offer - \$35.00	250 / day	\$8,750.00
682-10030-1-40	Rental of Large Negative Air Machine	Supplier Product Code:	First Offer - \$75.00	250 / day	\$18,750.00
682-10030-1-41	Additional Materials	Supplier Product Code:	First Offer - \$50,000.00	1 / lot	\$50,000.00

Allowance	Code:	Supplier Product Code:	First Offer -		
682-10030-1-42 Additional Materials Allowance Markup (Percentage)			20.00%	1 / lot	20.00%
682-10030-1-43 Additional Materials Allowance Markup Cost			\$60,000.00	1 / lot	\$60,000.00
682-10030-1-44 Permitting Allowance			\$12,500.00	1 / lot	\$12,500.00
682-10030-1-45 Additional Professional Services Allowance			\$12,500.00	1 / lot	\$12,500.00
682-10030-1-46 Ceiling Tile Removal and Replacement (City Furnished Tiles)			\$2.00	700 / each	\$1,400.00
682-10030-1-47 Ceiling Tile and Grid Removal			\$0.30	4000 / square foot	\$1,200.00
Vendor Total					\$805,220.00

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name: TIB BANK  
Address: 1720 J & C BLVD, NAPLES FL 34109  
Contact Name: DONNA THRUSH  
Telephone: 239-594-3571

Company Name: CHAMINADE HIGH SCHOOL  
Address: 500 CHAMINADE DRIVE, HOLLYWOOD FL  
Contact Name: ERIN KAPPIRIS  
Telephone: 954-989-5150

Company Name: GOLD COAST BEVERAGE DISTRIBUTION  
Address: 44 COCOANUT ROW, PALM BEACH, FL  
Contact Name: TOM SAWYER  
Telephone: 561-835-3600

2. Number of years experience the proposer has had in providing similar services:  
17 Years
3. Have you ever failed to complete work awarded to you? If so, where and why?  
NO
4. List appropriate licenses as issued by Broward County.  
STATE OF FLORIDA CGC #1510769
5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.  
**3 SUPERVISORS, 8 STAFF EMPLOYEES.**  
**We are members of Disaster Kleenup International. this gives us the ability to bring in some of the largest, most experienced restoration contractors in the USA.**
6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.  
**We are a solvent company and have been for 15 years.**  
**We have a great relationship with our bankers.**

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** It is preferred that bids/proposals be submitted electronically at [www.rfpdepot.com](http://www.rfpdepot.com). If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** If responding to this solicitation through RFP Depot, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version.

Submitted by: **Daniel Bulzacchelli 06-09-2008**  
(signature) (date)

Name (printed) Daniel Bulzacchelli Title: Pres

Company: (Legal Registration) All County Remediation, INC

*Remediation Inc*

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address: 215 NE 32 CT

City OAKLAND PARK State: FL Zip 33334

Telephone No. 954-214-5577 FAX No. 954-332-1110

E-MAIL: danb@trustthetriangle.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 0

Payment Terms (section 1.03): net 30 Total Bid Discount (section 1.04): 0

Does your firm qualify for MBE or WBE status (section 1.08): MBE  WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.                      Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.

*See Executed Addendum of Nxt pg.*

✓ Variances:  
revised 3-13-08

## ADDENDUM NO. 1

INVITATION TO BID (ITB) 682-10030

### WATER EXTRACTION AND REMEDIATION OF WATER DAMAGE AND MOLD IMPACT SERVICES

ISSUED June 3, 2008

1. This Addendum is being issued to make the following revisions:

- a. The following Sections of PART I – INTRODUCTION / INFORMATION have been revised:
  - Paragraph 5, 7, 8, 9, and 10 has been revised
- b. The following Section of PART II – SPECIAL CONDITIONS has been revised:
  - Section 18 Insurance has been modified to include Pollution and Environmental Liability Insurance.
- c. The following Sections of PART III - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES have been revised
  - Section 03, Paragraphs A and B
  - Section 04, Paragraph B
  - Section 05, Paragraphs A and B
  - Section 07, Paragraph B
  - Section 08, Paragraph A
  - Section 10, Paragraph A
- d. The Item Response Form (Bid Sheet) has been revised as follows:
  - Correct quantity of Bid Item 19 to 3,500 SF
  - Correct unit of measure of Bid Item 25 to LF
  - Correct unit of measure of Bid Items 26, 27 and 28 to SF
  - Add new Bid Items 46 and 47

**NOTE: The Item Response Form (Bid Sheet) has been revised. Bidder must utilize the revised Item Response Form to enter bid prices and submit a bid.**

2. Bid end date remains unchanged for **THURSDAY JUNE 12, 2008 AT 2:00 PM**

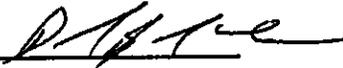
All other terms, conditions, and specifications remain unchanged.

Kirk W. Buffington, CPPO, C.P.M. MBA  
Director of Procurement Services

This Addendum should be signed and returned with the bid response or acknowledged on the BID/PROPOSAL SIGNATURE PAGE of the ITB.

Acknowledged and Accepted:

Bidder Company Name: ALL COUNTY REMEDIATION, INC  
(please print)

Authorized Name and Signature: DANIEL BULZACCHI 

Date: 7-18-08



All County Remediation, Inc.  
215 NE 32 Court  
Fort Lauderdale, FL 33334

Broward: 954-781-0499  
Palm Beach: 561-833-8443  
Miami/Dade: 305-531-7276

Fax: 954-332-1110  
Website: [trustthetriangle.com](http://trustthetriangle.com)  
State License #CGC1510769

## All County Remediation, Inc Standard Claims Program

### Owner/Management Paperwork

**\*\*This document should be carefully reviewed and communicated to all appropriate staff. Please keep this document for your files**

#### Important Highlights

- The All County Remediation DKI (ACR) Standard Program Requirements are the minimum performance standards for all assigned claims.
- The Standard Program Requirements are used for all claims where client-specific program requirements do not exist.
- If there are client-specific program requirements, they will be used in place of the Standard Program Requirements.

#### Required Contact/Inspection Standards

1. **Contact Time 1 Hour:** ACR will contact customer within 1 hour of the assignment being sent. The customer contact time must be documented in DIAMOND (Job Progress Section) within 48 hours.
2. **On-Site Time:**
  - a) **Emergency Service/Mitigation 2 Hours:** Unless otherwise agreed upon at the time of assignment, the assigned contractor will be on-site within two hours of the assignment being sent to ACR, if convenient for the customer. The start time of emergency services/mitigation services must be documented in DIAMOND (*Job Progress Section*) within 48 hours of occurrence. If customer contact requests a time outside of the two hour time frame, this must be documented in the notes section of DIAMOND.
  - b) **Reconstruction 24 hours:** Unless otherwise agreed upon at the time of assignment, we will be on-site within 24 hours of the assignment being sent to ACDKI, if convenient for the customer. If customer contact requests a time outside of the 24 hour time frame, this must be documented in the notes section of DIAMOND.

3. The start time of emergency services/mitigation services must be documented in DIAMOND (*Job Progress Section*) within 48 hours of occurrence.
4. **Travel Expenses:** ACR must inform the adjuster of any billable travel expenses that will be incurred to service a loss. The adjuster must pre-approve any such travel expenses and approval must be noted in DIAMOND.

### **Required Documentation**

1. **Work Authorization:** A "Work Authorization" signed by the customer MUST be uploaded to DIAMOND (*Attachments Tab*) within 48 hours of the start of services.
2. **Drying Records:** Water mitigation losses will have all drying documents posted to DIAMOND. This will include psychrometric readings, equipment performance, and measurements of the affected area(s) within 72 hours of job completion.
3. **Photos:** The assigned contractor is required to post photos (*Photos Tab*) within 48 hours of inspecting the loss. Photos should include a photo of the outside of the affected structure, all of the damaged areas, and equipment in place.
4. **Reconstruction Estimate:** The assigned contractor will post a reconstruction estimate to DIAMOND (*Attachments Tab*) within 48 hours of reconstruction inspection. **Certificate of Satisfaction:** A Certificate of Satisfaction form signed by the customer will be uploaded within 72 hours of job completion.
5. **Posting of Invoice:** We will post the all invoices in DIAMOND within 72 hours of job completion. If this cannot be completed within the time-frame, ACR must notify the adjuster by telephone and place a note in DIAMOND.
6. Any delays relative to the above standards must be noted in the Notes section of DIAMOND.

### **Estimating Requirements**

1. ACR's estimate will be written on a "per line-item" in Xactimate (not lump sum) basis.
2. Any/all subcontracted services will be itemized and uploaded with estimate.
3. Any/all services provided outside the scope of the reported loss ARE NOT to be included in the loss estimate. Any such work should be estimated separately.
4. ACR will not charge for writing an estimate unless the client or customer requests a bid for competitive or verification purposes.

### **By electronically signing these Program Requirements:**

1. We agree that our company intends to take part in this program and will abide by all of the requirements encompassed in this document.
2. If we are performing construction services we will maintain the appropriate licensing for all states in which our company does work.
3. We agree to carry and maintain current a minimum of \$2,000,000 in general liability insurance coverage.
4. We agree to conduct a documented background check on all employees that come in contact with a customer and/or their property. We further represent that any subcontractor utilized adheres to the same standard. And we represent that we will cooperate with any audit that our client conducts to verify such background checks are being properly completed.

5. All employees and subcontractor staff working on ACDKI claims must wear appropriate professional attire at all times which clearly identifies the company they are employed with.
6. All information within this document and regarding this program is to be treated as confidential. We will contact adjuster if unable to reach insured within 1 business day unless otherwise agreed upon at time of assignment.
7. ACR will offer a minimum 2 year workmanship warranty on losses under this program. Roof tarp and board up services are excluded.

Mold Remediation

General Contractors

Water & Fire Damage

---