

**RESOLUTION NO. 20-05-40**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE AGREEMENT BETWEEN ADVANCED MODULAR STRUCTURES, INC., AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE AND INSTALL A NEW MODULAR MARINA OFFICE BUILDING; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Islamorada, Village of Islands (the "Village") issued a Request for Proposals ("RFP 19-02") for a new modular office space for Plantation Yacht Harbor Marina; and

**WHEREAS**, on May 30, 2019, the Village Council of Islamorada, Village of Islands (the "Village Council") approved the recommendation of the RFP 19-02 Evaluation Committee for a modular office space for Plantation Yacht Harbor Marina to select Advanced Modular Structures, Inc. ("AMS"), for the project; and

**WHEREAS**, Resolution No. 19-05-03 authorized the Village Manager and/or his designee and the Village Attorney to negotiate the terms and conditions of an agreement with AMS and to enter into that agreement at a cost not-to-exceed One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00); and

**WHEREAS**, the Village has since had a survey and site plan completed for the project resulting in additional building requirements not included in the original project scope; and

**WHEREAS**, AMS has revised the Schedule of Values to reflect costs associated with adding a piling foundation of ten (10) piles at 6 feet above grade and installing a longer ramp to accommodate the higher elevation; and

**WHEREAS**, AMS has agreed to provide the services described in the attached agreement (Exhibit "A") for a cost no-to-exceed One Hundred Fifty-Five and no/100 Dollars (\$155,000.00); and

**WHEREAS**, the Village Council finds that approval of the Agreement between AMS and the Village attached hereto as Exhibit "A" is in the best interest of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval of Agreement.** The Agreement between AMS and the Village to provide and install a modular office space for Plantation Yacht Harbor Marina, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

**Section 4. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

**Section 5. Execution of Agreement.** The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents

to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilwoman Deb Gillis, second by Councilman Jim Mooney.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORAD, VILLAGE OF ISLANDS**

Mayor Mike Forster	YES
Vice Mayor Ken Davis	YES
Councilwoman Deb Gillis	YES
Councilman Jim Mooney	YES
Councilman Chris Sante	YES

**PASSED AND ADOPTED this 7th day of May, 2020.**

  
\_\_\_\_\_  
MIKE FORSTER, MAYOR

ATTEST:

  
\_\_\_\_\_  
KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE  
USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS:

  
\_\_\_\_\_  
ROGET V. BRYAN, VILLAGE ATTORNEY

**AGREEMENT**

THIS IS AN AGREEMENT, dated the 19th day of May, 2020,  
between:

ISLAMORADA, VILLAGE OF ISLANDS  
a Florida municipal corporation, hereinafter "VILLAGE,"

and

ADVANCED MODULAR STRUCTURES, INC.,  
a for profit corporation, authorized to do business in the State of Florida,  
d/b/a Advanced Modular Systems, hereinafter "CONTRACTOR."

**WITNESSETH:**

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 Pursuant to a Request for Proposals (RFP 19-02), the VILLAGE solicited proposals from qualified firms to design, acquire and install a modular office space to serve as the administrative facility for the Plantation Yacht Harbor (PYH) Marina at Founders Park within the Village of Islamorada.

1.2 On April 26, 2019, the VILLAGE received a proposal from CONTRACTOR for one (1) modular office space and other related services (the "Services") for the PYH Marina as expressed in RFP 19-02 within Founders Park.

1.3 On May 30, 2019, the Village Council of Islamorada, Village of Islands adopted Resolution No. 19-05-33, thereby accepting the proposal from CONTRACTOR and authorizing the Village to negotiate an Agreement with CONTRACTOR for the proposed services.



1.4 VILLAGE and CONSULTANT desire to enter into an Agreement for the provision of the Services responsive to RFP 19-02 as set forth herein.

ARTICLE 2  
SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards. If within twelve (12) months following completion of its services, such services fail to meet the aforesaid standards, and the VILLAGE promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the VILLAGE.

2.4 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Sub-contractors submitted to the VILLAGE by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

ARTICLE 3  
TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a project implementation timeline to be agreed to between VILLAGE and CONTRACTOR. Timeline is subject to change, depending upon permitting time requirements and according to building manufacturing lead time. CONTRACTOR shall complete all work in as timely manner as possible in accordance with the project timeline and as stated in Exhibit "A" to this Agreement.

3.2 This Agreement shall commence on the date this Agreement is fully executed by all parties.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

#### ARTICLE 4 CONTRACT SUM

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal attached hereto and made a part hereof as Exhibit "A". A total contract price hereto is referred to as Contract Sum and shall not exceed **One Hundred Fifty-Five Thousand and no/100 Dollars (\$155,000.00)**.

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "B," the Schedule of Values.

4.3 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final completion and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.5 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; *inter alia*, all sub-CONTRACTORS and subcontractors, suppliers and labors.

#### ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Village prior to the commencement of the work. If possible, these Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "B" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide. Insurance certificates submitted with the proposal attached hereto as Exhibit "A" are accepted by the Village.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance – as required by law;
- b) Comprehensive General Liability Insurance - \$1,000,000 per occurrence;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing this Agreement and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures. The VILLAGE will reimburse CONTRACTOR for premium costs of any additional insurance required.

ARTICLE 6  
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7  
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with the above mentioned matters, unless the liability is caused by the negligence of the Village, its agent(s), its employee(s) or any other party working on behalf of the Village. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with the above-mentioned matters, except in the event that the VILLAGE fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the Village liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the Village may possess. The Village specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8  
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9  
PERFORMANCE BOND

9.1 No performance bond shall be required under this Agreement.

ARTICLE 10  
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME  
PROJECT DESCRIPTION  
ESTIMATED PROJECT COST  
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT  
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11  
TERM AND TERMINATION

11.1 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

ARTICLE 12  
CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; VILLAGE RFP 19-02; CONTRACTOR's Proposal for designing, acquiring and installing a modular office space in response to RFP 19-02, as set forth in and made a part of this Agreement as Exhibit "A"; Village Resolution No 19-05-33 and all other exhibits thereto.

ARTICLE 13  
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of Village.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:



VILLAGE: Seth Lawless, Village Manager  
Village Administration Center  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

Copy To: Roget V. Bryan, Village Attorney  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

CONTRACTOR: Attn: Gary M. Willis, President  
Advanced Modular Structures, Inc.  
1911 NW 15<sup>th</sup> Street  
Pompano Beach, FL 33069

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement

between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

**(This space intentionally left blank)**

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its President, duly authorized officer to execute same.

**VILLAGE**

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Mania T Bassett 5/11/2020  
for Seth Lawless, Village Manager  
Mania T Bassett  
Deputy Village Manager

**AUTHENTICATION:**

Kelly Toth  
Kelly Toth, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, ONLY

[Signature]  
Roget V. Bryan, Village Attorney

CONTRACTOR

WITNESSES:

[Signature]

[Signature]

BY: [Signature]  
Gary M. Willis, President  
On behalf of Advanced Modular  
Structures, Inc.

ATTEST:

[Signature]  
SECRETARY

STATE OF FL  
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Gary M. Willis as President, of Advanced Modular Structures, Inc., a Florida corporation, and who acknowledged and executed the foregoing Agreement as the proper official for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 18 day of may, 2020



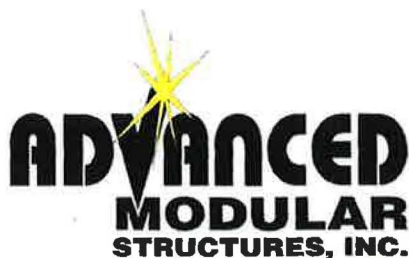
ALLISON M RUSH  
MY COMMISSION # GG 054401  
EXPIRES: December 12, 2020  
Bonded Thru Budget Notary Services

[Signature]  
NOTARY PUBLIC

My Commission Expires: 12/12/2020

See attached document for Exhibit "A"

**Proposal from Advanced Modular Structures, Inc.**



1911 N.W. 15th Street  
Pompano Beach, FL 33069  
CGC057488

Phone: 954-960-1550  
Fax: 954-960-0747  
ECA001954

### Company Overview

Full Legal Name:	Advanced Modular Structures, Inc. dba Advanced Modular Systems
Corporate Address:	1911 NW 15 <sup>th</sup> Street Pompano Beach, FL 33069-1601
Telephone:	(954) 960-1550
Facsimile:	(954) 960-0747
Business Email:	<a href="mailto:Buildings@advancedmodular.com">Buildings@advancedmodular.com</a>
Website:	<a href="http://www.AdvancedModular.com">www.AdvancedModular.com</a>
Organization Type:	Corporation
Hours of Operation:	Monday-Friday 8:30 AM – 5:00 PM
Emergency/After Hours:	Project Management Team available via cell phone
Date of Incorporation:	March 12, 2001
Years in Business:	31
Business Founded:	May 1988

Advanced Modular was founded in 1988 by Sidney Dworkin, formerly CEO of Revco Drug Stores. Gary Willis became president of the company in 1990 and has remained so ever since. In 2001 the management team acquired most of the assets of the Advanced Modular from the estate of Sidney Dworkin.

13 years as Advanced Modular Systems  
18 years as Advanced Modular Structures, Inc.

### **Our Specialty:**

Advanced Modular Structures is a locally owned and operated company located in Pompano Beach, Florida. We specialize in the design, sale, leasing, and installation of modular buildings throughout the state of Florida and the Caribbean. We perform many economical, turn-key modular construction projects for the government, private businesses, churches, and private schools each year.

### **Certifications:**

Federal Small Business  
Broward County Business & Small Business Enterprise  
Florida Small Business

### **Licensing:**

General Contractor's FL License #: CGC057488  
Electrical Contractor's FL License #: ECA001954

### **Principals:**

Gary Willis - President / Secretary  
Patricia Willis - Treasurer  
Martin Madura - General Contractor  
Frank Cardinale - Electrical Contractor

Visit us at [www.advancedmodular.com](http://www.advancedmodular.com)



**Project Team:**

Project Manager:	Martin Madura	Email: <a href="mailto:mmadura@advancedmodular.com">mmadura@advancedmodular.com</a>
Estimates Contact:	Gary Willis	Email: <a href="mailto:gwillis@advancedmodular.com">gwillis@advancedmodular.com</a>
Estimates Contact:	Patti Willis	Email: <a href="mailto:pwillis@advancedmodular.com">pwillis@advancedmodular.com</a>

**Gary M. Willis, CBC1260700**

Education:

Bachelor's Degree John Carroll University Cleveland, OH

Experience:

President of Advanced Modular Systems since 1990. Gary has sold and supervised numerous modular building projects. He has also developed several innovations in the modular building industry. Some of his most notable innovations include hinged roofs for elevated ceilings and concrete floors that many thought could not be done. Many of his ideas are designed around making a more durable, attractive, and cost effective buildings. Gary frequently visits modular building factories to observe construction and recommended improvements. Gary also has extensive experience as a project manager in the field.

Modular Building projects Completed Include:

- Jesus People Ministries - Modular Church and Administrative Offices  
(Largest modular building in Florida when completed in 1994)
- Academy at Davie - Classrooms
- Temple Kol Ami - Daycare Facility
- Pizza Place - Modular Pizza Restaurants
- Department of State - Modular Offices
- Bahamas Electricity - Modular Building for Export
- Boca Resort - Various buildings including Golf School, Club Storage Rooms and Commercial Offices
- Tropical Shipping - Various Commercial Modular Offices
- Department of Juvenile Justice - Modular Prison Complex (Three separate projects)
- Assisted Living Facility - Two story 72,000 Sq. Ft. Modular Building

**Patricia A. Willis**

Education:

Hospitality Management Southeastern Academy Kissimmee, FL

Experience:

Advanced Modular Systems: Office Manager and Project Sales. Developed company policy and procedural manual. Completed all accounting tasks including tax returns and financial statements. Designed company brochure and website. Sold modular building projects from \$18,000 to \$1,200,000.

Patti also operated a modular lease fleet for twenty-six years, thus becoming experienced with long term quality problems. She helped develop a program to build high end "stock" buildings based on maintenance experience. Patti created innovations to increase longevity and reduce ownership costs of modular buildings for lease fleet operations.

Visit us at [www.advancedmodular.com](http://www.advancedmodular.com)



**Modular Building Projects Completed Include:**

- Broward County Board of Commissioners - Several Commercial Office Buildings
- Engle Homes - Commercial Office Buildings
- Air Force Special Operations Command - Commercial Office Building
- URS/O'Brien Kreitzberg - 10,000 Sq. Ft. Commercial Modular Building
- Florida International University – 6,000 Sq. Ft. Commercial Modular Building
- Church of the Kingdom of God – 5,000 Sq. Ft. Church Facility
- New Christian Life Church – 8,000 Sq. Ft. Church Facility

**Martin Madura, CGC057488**

**Education:**

Red Vector Inc. - General Contracting Continuing education every 2 years and reported to the State of Florida Department of Business and Professional Regulation

**Experience:**

Marty brings more than forty years of construction experience to the table. He reviews specifications and drawing for code compliance. Marty coordinates all project scheduling, supervises the installation and all project site development. During project completion, he promptly resolves any punch out issues. Most importantly he maintains records and files for each project, so that accurate information is available to our customers long after project completion.

**Project Manager for the following Completed Projects:**

- Jesus People Ministries - Modular Church and Administrative Offices
- Academy at Davie - Classrooms
- Temple Kol Ami - Daycare Facility
- Department of Juvenile Justice - Modular Prison Complex
- Boca Resort - Various Buildings
- Tropical Shipping – Various Buildings
- American Heritage Schools - Classrooms
- Miami Fusion - Buildings for Major League Soccer Stadium
- Florida International University - Commercial Office Building
- URS/O'Brien Kreitzberg - 10,000 Sq. Ft. Modular Office Building
- Assisted Living Facility - Two story 72,000 Sq. Ft. Modular Building
- Church of the Kingdom of God – 5,000 Sq. Ft. Church Facility

**Frank Cardinale, ECA001954**

Frank has over 30 years of experience as an electrical contractor and is the electrical qualifier for Advanced Modular Structures, Inc.

**Robert Faluski – Project Sales**

Bob has extensive experience in modular building sales and has worked with Advanced Modular since 2009.

**Kenny Willis – Project Sales**

Kenny started with Advanced Modular in 2018, he specializes in used modular building sales and project sales.

Visit us at [www.advancedmodular.com](http://www.advancedmodular.com)

**Nick Fredella – Superintendent**

Nick has over 30 years of construction experience. He has worked as site supervisor for numerous jobs with Advanced Modular since 2005.

**Thakoor Persaud – Modular Service and Repair**

Thakoor has extensive experience in modular building service and repair. He has been with Advanced Modular since 2002.

**Deodat Ramjeed – Modular Service and Repair**

Deodat has extensive experience in modular building service and repair. He has been with Advanced Modular since 2007.

**Allison Rush – Office Manager**

Allison manages the daily office operations and provides administrative support to sales and project management. She has been with Advanced Modular since 2016.

**Key Points:**

**Stability-** AMS has same management team since 1990.

**Experience-** AMS completes many turn-key projects including churches, schools, daycares and offices.

**Integrity-** AMS has an excellent reputation for delivering on promises.

**Loyalty-** AMS stays in touch with customers assisting in routine maintenance long after project completion.



1911 N.W. 15th Street  
Pompano Beach, FL 33069  
CGC057488

Phone: 954-960-1550  
Fax: 954-960-0747  
ECA001954

April 22, 2019

### **Project Examples**

**Client Name:** Miami Dade County Internal Services Department

**Project Name:** Miami Dade Police Training Center

**Location:** Miami, FL

**Description of Work Contracted:** Designed, fabricated and installed (1) 4,536 sf modular classroom building including utility connections and site improvements.

**Client Name:** Town of Southwest Ranches

**Project Name:** Fire Rescue Station Modular Facility

**Location:** Southwest Ranches, FL

**Description of Work Contracted:** Removed existing modular building and installed (1) 2,880 sf modular fire station including utility connections.

**Client Name:** Miami Dade Parks and Recreation Department

**Project Name:** Tropical Park

**Location:** Miami, FL

**Description of Work Contracted:** Replaced existing modular building with (1) new 1,044 sf modular office building including utility connections.

**Client Name:** City of Miramar

**Project Name:** Temporary Fire Station #107

**Location:** Miramar, FL

**Description of Work Contracted:** Design, fabricate and install (1) 2,880 sf modular fire station including utility connections.

**Client Name:** General Services Administration

**Project Name:** Modular SSA Office

**Location:** West Palm Beach, FL

**Description of Work Contracted:** Construct and install modular office building including utility connections and site improvements.

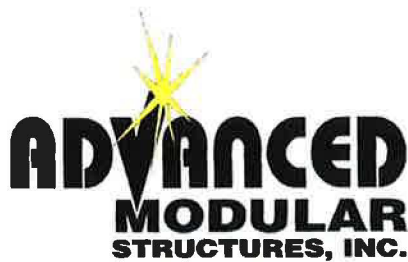
**Client Name:** Miami Dade Water and Sewer Department

**Project Name:** Modular Office for Westwood Lakes

**Location:** Miami, FL

**Description of Work Contracted:** Construct and install 1,440 sf modular office building including handicap ramp and utility connections.

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Phone: 954-960-1550  
Fax: 954-960-0747  
ECA001954

April 22, 2019

### **Firm References**

**Project Name:** Miami Dade Police Training Center

**Location:** Miami, FL

**Description of Work Contracted:** Designed, fabricated and installed (1) 4536 sf modular building.

**Contract With:** Miami Dade County Internal Services Department, 111 NW 1<sup>st</sup> St, Ste 2410, Miami, FL 33128

**Individual to Contact:** Frank Suarez, (305) 375-1125

**Contract Amount:** \$216,593.00

**Completion Date:** 2017

**Project Name:** Royal Palm Academy

**Location:** Naples, FL

**Description of Work Contracted:** Designed, fabricated and installed (1) 4144 sf modular school building including site work.

**Contract With:** Royal Palm Academy, 16100 Livingston Rd, Naples, FL 34110

**Individual to Contact:** Dennis Frodsham, (239) 594-9898

**Contract Amount:** \$402,193.00

**Completion Date:** 2018

**Project Name:** Temple Beth Emet

**Location:** Cooper City, FL

**Description of Work Contracted:** Designed, fabricated and installed (1) 4320 sf modular school building including site work.

**Contract With:** Temple Beth Emet, 4807 S. Flamingo Rd, Cooper City, FL 33330

**Individual to Contact:** Rabbi Greenspon, (954) 680-1882

**Contract Amount:** \$596,443.00

**Completion Date:** 2016

**Project Name:** Redland Christian Academy

**Location:** Homestead, FL

**Description of Work Contracted:** Design, fabricate and install (2) 1104 sf modular school buildings.

**Contract With:** Redland Christian Academy, 17700 SW 280<sup>th</sup> St, Homestead, FL 33031

**Individual to Contact:** Mike Hoots, (305) 247-7399

**Contract Amount:** \$115,724.00

**Completion Date:** 2017

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FRANK H FURMAN INC. 1314 EAST ATLANTIC BLVD  POMPANO BEACH FL 33060	CONTACT NAME: DIRK D. DEJONG PHONE (A/C, No, Ext): (954) 943-5050 E-MAIL ADDRESS: DIRK@FURMANINSURANCE.COM FAX (A/C, No):  INSURER(S) AFFORDING COVERAGE INSURER A: FWCJUA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED ADVANCED MODULAR STRUCTURES INC 1911 NW 15TH ST POMPANO BEACH FL 33069 FEIN: 651092574	NAIC #

## COVERAGES

CERTIFICATE NUMBER: 1904220059

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	6G437889	8-2-2018	8/2/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000.00 E.L. DISEASE - EA EMPLOYEE \$ 500,000.00 E.L. DISEASE - POLICY LIMIT \$ 500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

The Village of Islamorada  
86800 Overseas Highway

Islamorada

FL 33036

Phone Number: (305) 664-6412

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061		<b>CONTACT NAME:</b> Randi Arnold <b>PHONE (A/C No. Ext):</b> (954) 943-5050 <b>E-MAIL ADDRESS:</b> randi@furmaninsurance.com <b>FAX (A/C No.):</b> (954) 942-6310	
<b>INSURED</b> Advanced Modular Structures Inc. GPM Real Estate Investme DBA: Advanced Modular Systems 1911 NW 15th Street Pompano Beach FL 33069		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Evanston Insurance Co <b>INSURER B:</b> MAPFRE Ins Co FL <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 35378 34932	

**COVERAGES**

CERTIFICATE NUMBER: 2019-2020 Liability Cert

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		3AA323821	2/15/2019	2/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000				
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5204070001695	12/23/2018	12/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$				
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			MKLV2EUL103125	2/15/2019	2/15/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$				
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village of Islamorada and its Council members, officials, officers and employees are included as additional insured for general liability as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

The Village of Islamorada  
86800 Overseas Highway  
Islamorada, FL 33036

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dirk DeJong/RA



## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIQUOR LIABILITY COVERAGE FORM

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Additional Premium: \$ INCLUDED (Check box if fully earned. ☒)

- A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are obligated by valid written contract to provide such coverage, but only with respect to negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a contract is not an acceptance of any other provisions of the contract or the contract in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to the additional insured shown in the Schedule of this endorsement for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

- B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.





## 2019 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/18

**This Certificate Expires on December 31, 2019**

Business Name and Location Address

Certificate Number

ADVANCED MODULAR STRUCTURES INC  
1911 NW 15TH ST  
POMPANO BEACH, FL 33069-1601

16-8011934740-8

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into tangible personal property being repaired.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

**As a seller**, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

**Online:** Visit [floridarevenue.com/taxes/certificates](http://floridarevenue.com/taxes/certificates)

**Phone:** 877-357-3725 and enter your customer's Annual Resale Certificate number

**Mobile App:** Available for iPhone, iPad, Android devices, and Windows phones.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

**MADURA, MARTIN D**

ADVANCED MODULAR SYSTEMS  
1911 NW 15TH STREET  
POMPANO BEACH FL 33069

**LICENSE NUMBER: CGC057488**

**EXPIRATION DATE: AUGUST 31, 2020**

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

Additional Business Qualification

**CARDINALE, FRANK**

ADVANCED MODULAR STRUCTURES, INC.  
1911 NW 15TH STREET  
POMPANO BEACH FL 33069-1601

**LICENSE NUMBER: ECA001954**

**EXPIRATION DATE: AUGUST 31, 2020**

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

**WILLIS, GARY**

ADVANCED MODULAR SYSTEMS  
1911 NW 15TH STREET  
POMPANO BEACH FL 33069

**LICENSE NUMBER: CBC1260700**

**EXPIRATION DATE: AUGUST 31, 2020**

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1911 N.W. 15th Street  
Pompano Beach, FL 33069  
CGC057488

Phone: 954-960-1550  
Fax: 954-960-0747  
ECA001954

### **New Building Proposal for RFP 19-02**

Customer: Islamorada, Village of Islands  
Date: April 23, 2019

Advanced Modular Structures, Inc. proposes to construct the following modular building and site work as specified below.

**Building Code:** FBC 2017 edition, 180 MPH Monroe County wind load, Business Occupancy.

**Building Size:** 11'8" x 50' (*Industry Standard* size is 12'x50') Proposed floor plan attached. This proposal is for a new building, so **floor plan may be modified to fit customer needs.**

**Floor structure:** steel I beam frame with outriggers, wood joists and single layer 5/8" Tongue & Groove decking. (Running gear returned to manufacturer for recycling.)

**Floor finish:** Vinyl composition tile - Armstrong Excelon or equal

**Interior walls:** The walls will be constructed with wood studs and finished with 5/8" vinyl covered gypsum with R11 insulation, standard trim package and 4" vinyl base trim. Bath walls include FRP over gypsum board.

**Ceiling:** Prefinished gypsum @ 8' AFF

**Interior doors:** 36"x 80", Imperial Oak doors with Ready Frame included. Lock on office door and privacy hardware in bath.

**Exterior walls:** wood studs, plywood sheathing, full house wrap, concrete board lap siding (Hardie Lap).

**Exterior Trim:** Hardi Panel Mansard with 12" Projection on side walls.

**Windows:** Three, 24"w x 58 "h vertical slide, bronze frame, impact rated windows with Miami Dade NOA.

**Exterior Door:** One 36"x 80" steel exterior doors with steel frames and 4"x24" glass, closer and lever hardware per code.

**Roof:** Gable truss, 12" overhang side walls, 12" overhang on end walls, 26 Ga. Hi rib steel roof finish, approximate 3:12 pitch, customer to select color from manufacturer's standard list. Roof installed per latest Miami Dade NOA.

**HVAC:** The system will consist of one 2.5 ton wall hung Bard or equal air conditioner. Please note that the heat may need to be disconnected to supply adequate power to the sewer grinder pump.

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**Electric:** Diffused, surface mount fluorescent lighting with occupancy sensors are included. Outlets located approximately 10' O.C. on all walls. One 100 amp sub panels sized per load included within the building. There is only 100 amps available at installation site, so heat may be disconnected so existing service may be utilized.

Up to 6 empty J boxes are included. J boxes will be stubbed below the floor unless otherwise instructed. Customer must mark the J box locations on the shop drawing prior to manufacturing.

**Plumbing:** one single bowl SS sink with single lever faucet included in break room. Icemaker line to refrigerator. 6 gallon water heater to be installed in the base cabinet.

One handicap accessible bath which includes a tank type HC commode, wall mount sink, lever faucet, grab bars, mirror, toilet paper dispenser and paper towel dispenser.

**Cabinets:** Builder grade oak base cabinets and wall hung cabinets per floor plan, with plastic laminate counter top and 4" back splash. Refer to floor plan for proposed layout.

**Insulation:** Floor R 13, Walls R 19, Roof R 30, Partitions R 11 for sound attenuation

**Installation:**

The building will be installed on a dry-stack block foundation utilizing above grade ABS pads. The building will be anchored using 30", barbed, ¾" shaft ground anchors. Foundation design assumes 2000 PSF soil bearing capacity is supplied by customer (existing). No building pad work by Contractor is included. Soil tests, if required, they will be supplied by customer.

The elevation of the installation site is unknown. The finished floor will be approximately 34" to 36" above existing grade. No provisions are included for increased elevation due to local ordinance or flood zone minimum provisions. If finish floor elevation must be increased, this work will be performed by AMS at cost plus 15%.

The installation includes removing the running gear for recycling.

Addendum 1 confirmed the building is not to be installed in a scour zone, thus a dry-stack block foundation is proposed.

**Note:** The handicap ramp and steps and ramp can't be installed until the existing container office is removed from the site. The marina staff should plan on a few days without an office. Or the owner should temporarily relocate the container office to allow the ramp installation, inspections and CO generation.

## Site installed items

**Fire alarm:** A NFPA fire alarm system is not included.

**Fire Sprinkler:** A NFPA fire sprinkler system is not included.

**Decks and Steps:** Aluminum handicap ramp up to 36" high with steps per supplied floor plan is included. The ramp will be anchored according to manufacturer's shop drawing.

**Skirting:** 124' Vinyl skirting with perforation vents or PVC lattice skirting included. (photos attached)

**Side Walk:** No concrete work of any kind included.

**Awnings:** none

**Electric Connection:** Connect electric to existing Disconnect located 5' east of installation site. Electric service upgrade, if required, is not included.

**Low voltage:** supplied by customer. Owner must meet contractor's schedule to install low voltage wiring or a trip charge will be invoiced to install the skirting at a later date.

**Plumbing Connection:** The 1" water supply will be connected to the existing 1.5" line located approximately 70' south of the installation location. Install shut off valves at connection point and at modular building location.

Water meter and back flow are not included. They should not be required, since the water line is metered at property line.

Install a sewage / grinder pump to create a 2" low pressure sewer line, because the connection point is at a higher elevation. The proposed connection point is the gravity sewer at the west side of the bathroom building approximately 200' to the east. Gravity feed is not possible, because of the elevation increase.

This proposal includes a Simplex grinder pump, 36" diameter wet well, timer, controls and installation.

### Site Plan:

Contractor to supply a survey of the installation area including layout of building installation area, utility connection points, topographic elevations, flood zone, mark building corners, finish floor elevation grade stake and elevation certificate.

A site plan showing installation location, proposed finished floor elevation, building access, existing parking, water connection point and sewer connection point is included. This site plan will encompass the work area only and not the entire park.

**Plans:** Department of Community Affairs approved building plans, energy calculations, dry-stack foundation plan, electric plan, plumbing plan and Structural details for HC ramp / step plans are included.

Shop drawings and grinder pump, handicap ramp will be supplied.

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**Building Permits:** AMS will submit for building permits, supervise construction and obtain required city approvals to close the permits and obtain a Certificate of Occupancy.

**Total Investment \$116,643 (owner is tax exempt)**

**Payment terms:** A Schedule of Values will be submitted after project award.

The work will be invoiced on a percentage of completion basis. A Schedule of Values will be submitted with the Contractor Agreement (purchase contract).

**Optional Items:**

5'x5' concrete landing with curb cut, if needed, at bottom of HC ramp. \$1500

At time of delivery, AMS will remove access panels from HVAC unit and spray with Boeshield T9. A specification sheet is attached. Our experience is that this will substantially increase the useful life of the air conditioner. \$400

Customer to supply a survey of the installation area (pdf and DWG file) meeting the above criteria. <\$2,250>

Trim trees at south end of building installation location. \$450

Additional pipe sewer pipe footage, if proposed location is not allowed. \$22 per lineal foot

Core manhole, if required \$1,350

Eliminate grinder / install holding tank / fittings... as described below <\$10,350>

A 300 gallon holding tank will be installed beneath the building for sewage collection. A specification sheet for Den Hartog Industries tank is attached. A cam lock connection will be installed on this tank so the marina pump out system may be utilized to drain the tank.

A valve and hydrant will be added to the vacuum line of the marina pump out system. This will be installed inside the shadow box pump enclosure approximately 50' north of the building install area.

The hose and fittings to drain the tank will be supplied by the contractor.

Upgrade floor structure to perimeter frame with steel joists @ 24" on center with concrete \$9,176  
board decking (Forticrete or equal). This creates a stronger and much longer lasting floor structure.

## Clarifications

- Permit fees or government fees of any kind are not included in price. Customer to pay fees directly to city or county or reimburse contractor.
- The modular building comes with a twelve month manufacturer's warranty, which begins upon manufacturing completion. All work performed on site by contractor or subcontractors includes a twelve month warranty which begins upon substantial completion.
- AMS will back fill trenches and "clean up" any areas disturbed by the building installation.
- Trench lines in grass will be seeded with Bahia or equal. (there may be a better solution – let us know)
- Gravel repair, if any, is not included.
- As-built drawings are not included.
- Asphalt will be patched with either concrete or asphalt at contractor's discretion.
- Tree trimming is not included. The trees to the south should be trimmed or removed by park staff to allow the new building installation.
- The price quoted in this proposal is subject to adjustment after thirty days.
- Shop drawings for customer review will be delivered within fourteen days of signed contract. State approved modular building plans will be delivered approximately four weeks after shop drawings are signed-off and returned to AMS.
- If customer elects to release building for manufacturing before the permit is issued, the payments due upon manufacturing completion must be paid whether or not building is delivered to customer site.
- The work described above will require ninety days to complete after the permits are issued. (We will be on site working for 2-3 weeks.)
- Any item not specifically listed in this proposal, should be considered not included until clarified with an officer of AMS.
- Due to the short time required to assemble this building, Builder's Risk insurance is not included.
- Any extras or additional site work will be billed at cost plus an 18% gross margin.
- Contractor reserves the right to substitute materials based upon material availability or building code compliance.
- Contractor is not responsible for unforeseen conditions such as muck or buried trash.
- A Certificate of insurance is included with this proposal. Waiver of Subrogation requires approval of our carrier, and will be requested upon notice of award. Professional Liability insurance is not included, because Advanced Modular is not designing any part of this project. Contact us to discuss these items if necessary.

Visit us at [www.advancedmodular.com](http://www.advancedmodular.com)

**Below is a partial list of items excluded from this proposal for reference purposes.**

- Site Survey and survey work of any kind.
- Burglar alarm, telephone, data and low voltage work of any kind
- Poured concrete foundation / pile foundation
- Fire Protection System
- Builders Risk Insurance
- Permit fees or government fees of any kind.
- Landscaping, sod and irrigation
- Soil borings and reports
- Termite treatment, if required
- Furniture or fixtures, unless specifically listed in quote
- Fire extinguishers
- Poured concrete foundation
- HVAC testing and balancing
- Security during construction or security fence
- Renderings or elevations
- Additional local requirements ( fire hydrant, water main...)
- Cost associated with financing
- Hurricane shutters, if required
- Utility connection fees and deposits

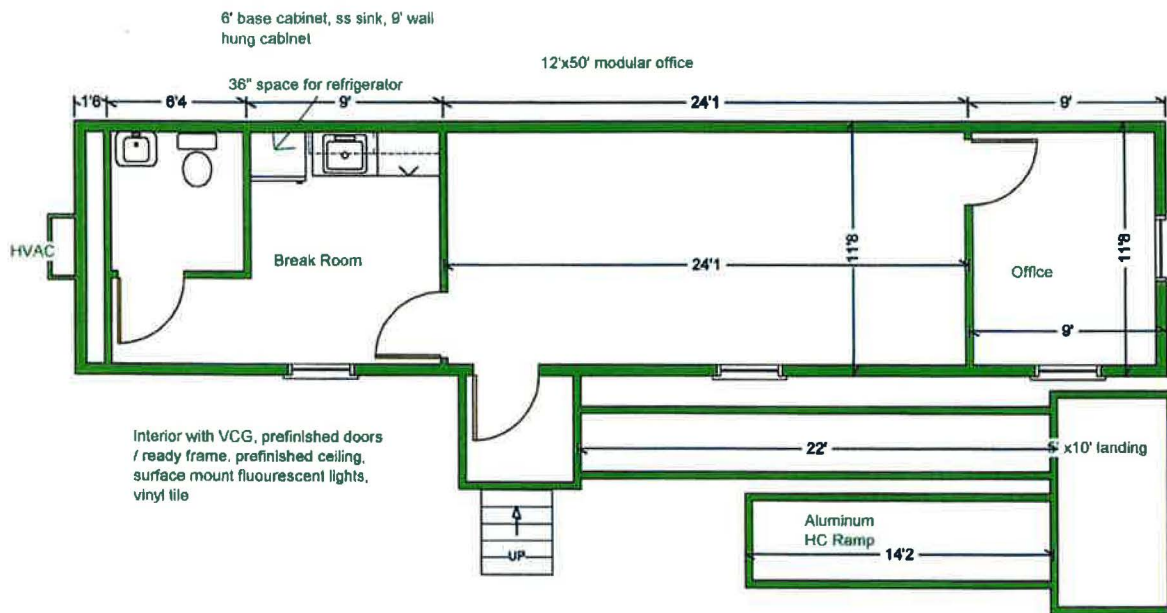
Addendum 1 and Addendum 2 are considered in preparing this proposal.

Signed April 23, 2019.

Proposal Prepared By,



Gary M Willis  
President



FBC 2017, Monroe County Wind Zone, Business Occupancy, Hardi lap siding, hi rib steel roof w/ 12" overhang on 4 sides, impact windows, steel door with 4"x24" view block.

## Preliminary Schedule for Founders Park Modular

[illegible]



RFP 19-02  
EXHIBIT B





**See attached document for Exhibit B**

**Schedule of Values**

PYH Marina - New Modular Office Building Contract with Advanced Modular Structures, Inc.		<b>EXHIBIT B</b>
<b>Item</b>	<b>Value</b>	<b>Description</b>
Plans (ready for submittal to bldg. dept.)	15,000.00	Building, foundation, plumbing, electric, ramp, survey
Deduct Survey and layout work	(2,250.00)	Deduct amount from bid options. The site contractor could include the building corners and grade stake for far less cost than AMS. Elevation certificate required? Site contract needs a surveyor on site several times to complete the site layout.
Mobilization	3,000.00	
Modular building manufacturing	44,563.00	
Adjust manufacturing cost	850.00	\$850 cost increase from manufacturer.
Building delivery	4,800.00	
Piling foundation	15,000.00	10 piles with weld plates / Nelson studs. 6' above grade / 6' below grade. Estimate prorated from cost of a recent project. ESTIMATE
Building set up	2,350.00	
Additional set up cost (crane and welding)	9,500.00	Crane to lift building and weld building to pilings. Estimate
Electric connection	9,600.00	Connect building to existing service
Water line extension	2,000.00	Underground from source to building location
Sewer line extension	3,960.00	(part of grinder pump credit offered)
Connect sewer to force main	(1,500.00)	Shorten sewer line run by connecting the grinder pump force line to the existing force main where the pump out system discharges from the KECO pump. Subject to Plan Reviewer approval.
Waste manifold beneath building	3,500.00	Includes connections to lines 5' from building
Grinder pump - installed	6,390.00	(part of grinder pump credit offered)
Skirting with vents	2,480.00	
Delete skirting	(2,480.00)	Floor is 7' above grade.
Chain link fence in lieu of skirting	1,488.00	\$14 per lineal foot - estimate
Handicap ramp / step	14,500.00	
HC ramp / step increase	14,500.00	Ramp length more than doubled, steps more than doubled height. ESTIMATED COST
Site restoration	4,500.00	Backfill trenches, clean up
Back fill trenches	(2,500.00)	Back fill trenches after inspection. Provide "rough grade" only. Landscaper and paving contractor to clean up final grade, restore sod and similar final items.
Add Knox box	625.00	New requirement (not in bid documents)
Remove existing office container	3,357.00	Not included in original bid
<b>Total job cost</b>	<b>153,233.00</b>	Proposed revised price per the above changes.
<b>Contingency</b>	<b>1,767.00</b>	
<b>Total AMS Contract Amount</b>	<b>155,000.00</b>	
The items below are included on the approved site plan and are not included in Advanced Modular's scope of work.		
Site Drainage		
Paving, stripe, signs & wheel stops		
New Sidewalk		
Bike Rack		
New Curb		
Utility screening, final site clean up, landscaping & sod		
Site lighting		



# Capability Statement

Advanced Modular Structures Inc. specializes in prefabricated commercial modular construction. We complete many modular building projects for the federal government, state, city and local municipalities, private businesses, developers, churches and private schools each year.



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Pompano Beach, FL 33069  
Office: (954) 960-1550  
Fax: (954) 960-0747  
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**DUNS #** 602527640  
**Tax ID #:** 65-1092574

**General Contractor**  
FL License #: CGC057488  
**Electrical Contractor**  
FL License #: ECA001954

## Commercial Modular Construction Specialists

- High-quality customizable modular buildings
- Permanent and temporary space solutions
- Cost-effective turn-key projects
- Specialized finance options: Purchase, Operating Lease and Lease-Purchase

## The AMS Difference:

- Locally owned and operated
- Same management team since 1990
- Extensive industry experience
- Reputation for integrity and loyalty

## We Offer:

- Turn-key service— from design to occupancy
- Project management supervision & services
- Code compliance review
- In-house service department

## Certifications:

- Federal and State of Florida Small Business Certification
- Broward County Business Enterprise and Small Business Enterprise

## Contract Vehicles:

- Miami Dade County 9013-1119
- Miami Dade County RTQ-00266

Advanced Modular Sample Clients	
General Services Administration	State of Florida Dept of Agriculture
University of Miami	Miami-Dade County Internal Services
Royal Caribbean International	Tropical Shipping
City of Lauderhill	City of Tamarac
City of Delray Beach	City of Coral Gables
City of Miramar	City of Davie
Florida International University	Broward County

Our prefabricated modular buildings can be customized for a wide variety of government uses, including office space, modular fire stations, medical facilities, barracks, dormitories, guardhouses, security checkpoint buildings, restroom, shower and laundry facilities and more. Contact us today to learn how our innovative building designs offer economical, durable and attractive solutions for your government project.

For more information contact us at (954) 960-1550 or via email at [buildings@advancedmodular.com](mailto:buildings@advancedmodular.com)