



**ADVERTISEMENT/INVITATION TO BID**

The Village of Wellington Council is accepting sealed bids for ITB #002-26/MS Palm Tree Pruning and Root Pruning

All Bids must be received, no later than **November 13, 2025 at 11:00 am**, at which time all Bids will be publicly opened and read via Zoom (**Meeting ID: 881 1443 4559 Passcode: q!PcY7**)

Bids may be submitted electronically through Demandstar at [www.demandstar.com](http://www.demandstar.com), (now operating as Euna OpenBids) or delivered/mailed to the Clerk's Office at the address below.

- Electronic Bids will only be accepted when submitted through [www.demandstar.com](http://www.demandstar.com), now operating as Euna OpenBids. Emailed submissions will not be accepted.
- Paper Bids (one original and one PDF Copy on a CD or flash drive) are to be delivered to the Clerk's Office at the address below. Receipt of a bid by any Wellington Office, Receptionist, or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Clerk's Office time stamp shall be conclusive as to the timeliness of receipt.

The Owner for the Project is Wellington, Florida, ("Owner").

Bid Documents may be downloaded online at [www.demandstar.com](http://www.demandstar.com), now operating as Euna OpenBids, starting on **October 20, 2025**. No bid may be withdrawn for a period of 120 days after the posting of the recommended award as otherwise provided in Instructions to Bidders.

All paper bids shall be sealed when submitted and be delivered or mailed to:

**Wellington  
ATTN: Clerk's Office  
12300 Forest Hill Blvd  
Wellington, FL 33414**

**ENVELOPE MUST BE IDENTIFIED AS SEALED BID # 002-26/MS**

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding the bidding documents shall be directed to Wellington's Purchasing Division: Mikerna Saintil, Phone (561)791-4136 or email [Msaintil@wellingtonfl.gov](mailto:Msaintil@wellingtonfl.gov).

Publish: Palm Beach County Legal Notices – <https://www.pbcfllegalnotices.com/163/Wellington> **Date: 10/16/2025**

# BID COVER PAGE

<b>SUBMIT BIDS TO:</b> Wellington Attn: Clerk's Office 12300 Forest Hill Blvd Wellington, FL 33414		<b>REFER ALL INQUIRIES TO PRIMARY CONTACT:</b> Purchasing Division 12300 Forest Hill Blvd Wellington, FL 33414 Phone: (561) 791-4136	<b>Wellington</b> <b>INVITATION TO BID</b> COMMODITY/SERVICE
<b>BID TITLE:</b> Palm Tree Pruning and Root Pruning		<b>BID NO:</b> 002-26/MS	

<b>NAME OF FIRM, ENTITY, or ORGANIZATION:</b> East Coast Industries Corp.				
<b>NAME OF CONTACT PERSON</b> Richard Bowden		<b>VENDOR MAILING ADDRESS:</b> 6782 Belvedere Rd Wpb		<b>CITY:</b> 33413
<b>TITLE</b> U.P.		<b>VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):</b>		<b>STATE:</b> FL
<b>PHONE NUMBER:</b> 561-222-1544		<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):</b> 88-3446584		
<b>EMAIL ADDRESS:</b> admin@ecifl.net		<b>STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)</b>		
<b>FAX NUMBER:</b>				
<b>ORGANIZATIONAL STRUCTURE (Please Check One):</b> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>				
If Corporation, please provide the following:				
(A) Date of Incorporation: 7 / 18 / 2022 <small>Month / Day / Year</small>		(B) State or Country of Incorporation: FL		



**Council**

Michael J. Napoleone, Mayor  
Tanya Siskind, Vice Mayor  
John T. McGovern, Councilman  
Maria Antuña, Councilwoman  
Amanda Silvestri, Councilwoman

**ITB No.** 002-26/MS

**Title:** Palm Tree Pruning and Root Pruning

**Bid Opening:** November 13, 2025 at 3:00 pm. Local Time

**Addendum Date:** November 6, 2025

**ADDENDUM NO. ONE**

**PURPOSE:** The purpose of this Addendum/NOTICE is to make changes, additions, deletions, revisions, and clarifications to the Invitation to bid (ITB) documents for the **Palm Tree Pruning and Root Pruning**. Bidders shall review the Addendum requirements in detail.

1. **Question:** Was ITB #202512 Palm Tree Pruning and Root Pruning, originally issued in April 2025, awarded to Duffy's Total Care Lawn Services, Inc. for both Section A (Root Pruning and Root Barrier Installation) and Section B (Palm Tree Pruning)? The current solicitation appears to be identical to the previous one. If the prior contract was awarded, can the Village confirm whether it has been discontinued and explain why the project is being re-bid?

**Response:** The vendor is no longer able to fulfill the obligations of the previous contract; therefore, the Village is re-bidding the services.

2. **Question:** Is the Village going to award the contract to one contractor? Or one contractor for the root barrier installs and one contractor for the trimming?

**Response:** The Village may award each section independently. The ITB allows for one or multiple contractors based on what is determined to be in the best interest of the Village.

3. **Question:** Is there a minimum quantity of trees, root pruning, and/or root barrier that will be ordered at one specific time?

**Response:** No minimum quantity is guaranteed. Services will be ordered on an as-needed, when-needed basis throughout the contract term. The Village typically groups areas together when possible; however, minimum quantities cannot be guaranteed.

4. **Question:** Does the Village have an approximate quantity for the trees being trimmed?

**Response:** Quantities are not fixed and may vary depending on the Village's needs, pricing, and budget constraints.

5. **Question:** The Village awarded ITB-202512-02025/MS this year, the same 3-year contract with 2-year option. Can the Village provide whether or not this contract has been discontinued and if said contractor will be qualified to bid on the new ITB?

**Response:** The awarded vendor for ITB 202512 is no longer able to fulfill the obligations of the previous contract. Any qualified vendors, may submit bids for the new ITB002-26/MS.

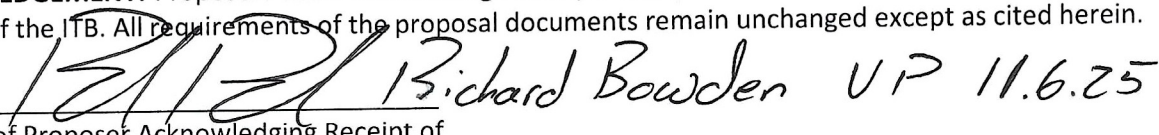
6. **Question:** Specific to Page 19 Paragraph 1 (Specification for Root Pruning) and Paragraph 2 (Supply and Install Root Barrier) –Paragraph 1 speaks to “establish a 12–14” (maximum depth) vertical trench” while Paragraph 2 states “supply and install 36”–48” Biobarrier.” It seems inconsistent. Can you clarify?

**Response:** The 12–14" depth applies to the root pruning process. The Biobarrier installation may extend deeper (up to 36"–48") depending on project needs. The first portion is mechanically cut to 12–14", and the remaining depth is hand-excavated as detailed in the specifications.

7. **The Bid Opening Date has changed from Nov 13, 2025 at 11 am. Local Time to Nov 13, 2025 at 3 :00 pm. Local Time.**

All Bids must be received, no later than **Nov 13, 2025 at 3:00 pm. Local Time**, at which time all Bids will be publicly opened and read via Zoom (Meeting ID: 881 1443 4559 Passcode: q!PcY7)

**ACKNOWLEDGEMENT:** Proposers must acknowledge receipt of any and all Addenda. Failure to do so may result in rejection of the ITB. All requirements of the proposal documents remain unchanged except as cited herein.

  
Signature of Proposer Acknowledging Receipt of  
Addendum No. (1) One to be attached in front of ITB

## BID SUBMITTAL

To:

Village of Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

East Coast Industries Corp

(Vendor)

agrees to provide material for the Palm Tree Pruning and Root Pruning in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed one hundred and twenty (120) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.



Contractor's Signature

Dated this 7<sup>th</sup> day of November, 2025

(Month)

(Year)



## SCHEDULE OF VALUES

### SECTION A – 12" – 14" ROOT PRUNING AND ROOT BARRIER INSTALLATION

Item	Unit of Measure	Unit Cost
1. Root Pruning per specifications	LF	\$ 9.00
2. Root pruning, Supply and Install Root Barrier per specifications to a depth of 19.5"	LF	\$ 24.50
3. Root pruning, Supply and Install Root Barrier per specifications to a depth of 36"	LF	\$ 32.50
4. Root Pruning, Supply and Install Root Barrier per specifications to a depth of 48"	LF	\$ 44.00
Section A Total (Items 1 -4)		\$ 110.00

EXCEPTIONS TO BID: Yes ☒ No ☐ if so explain and provide original manufacturer's brochure with bid submittal

Bio-Barrieres and Deep Root Panels Available.  
Deep Root Brochure attached for Reference.

### SECTION B – PALM TREE PRUNING

Item	Unit of Measure	Unit Cost
1. Washingtonian palms:	EA	\$ 32.25
2. General palms (Sabal, Ribbon Palm, Queen, Royal, Fan):	EA	\$ 32.25
3. Large Date palms (Canary Island, Medjool, Bismarck Palm):	EA	\$ 48.25
4. Coconut palms:	EA	\$ 48.25
5. Mechanical boot removal:	LF	\$ 8.00
Grand Total: Section B (Items 1-5)		\$ 169.00

**BIDDER/CONTRACTOR** understands that contractor will be paid based upon work actually performed and accepted by Wellington. Per tree price shall include all labor, materials, transportation, equipment, fuel and all other items necessary to complete the work. All items incidental to or necessary for the completion of the project shall be included in the price.

Wellington will evaluate Palm Tree Pruning and Root Pruning independently. Wellington reserves the right to award each section independently. Bidder may submit pricing for one or two sections. When submitting pricing for any section, bidders must bid on all items in that section. Each section shall be awarded to the lowest, responsive and responsible Bidder, taking into consideration pricing, experience, staffing, equipment, materials, references and past performance.

## QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

- How many years has your organization been in business? 3+
- What is the last project of this nature that you have completed?  
- Active Contract with city of Palm Beach Gardens. Landscaper, Irrigation, tree/vegetation removal and trimming.  
- Active tree removal term contract with Palm Beach County
- Have you ever failed to complete work awarded to you? If so, where and why? No

- Name three individuals or corporations for which you have performed work and to which you refer:

(PBG) Daniel Widdick 4050 Johnson Dairy Rd PBG 561 804 7044 dwiddick@ptgfl.com  
Name Address Phone Email  
Kenneth Temple 1835 S Perimeter Rd STE 175 Ft Laud. 954-290-8884 Ktemple@personsservice.com  
Name Address Phone Email  
Tyler Groothouse Avery Lake Worth 561-301-2268 tyler.groothouse@stratifica.com  
Name Address Phone Email

- List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date
<u>S.R.O.A 45<sup>th</sup> Street</u>	<u>Conkling Lewis Cons.</u>	<u>150,000+</u>	<u>December 2025</u>	<u>70%.</u>
<u>US 192 Business Center</u>	<u>Gt Kelly</u>	<u>137,000<sup>00</sup></u>	<u>January 2025</u>	<u>0%.</u>
<u>Prima Vista Commons</u>	<u>Franjo Builders</u>	<u>750,000+</u>	<u>March 2026</u>	<u>35%.</u>

- Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? Yes. ECI has the ability to complete this work.
- Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed
<u>N/A</u>	

- What equipment do you own that is available for the work? N/A

Equipment Type	Equipment Type
<u>(1) CU515 ; (1) Cat 908 loader</u>	<u>(1) F750 Dump Body's Big Tex Dump Trailers</u>
<u>(2) F350 ; (1) Bobcat T550</u>	<u>Leased / Rented when Applicable</u>
<u>(1) F250 ; (1) Cat 906 loader</u>	<u>Bucket Truck / Scissor Lifts</u>

- What equipment will you purchase for the proposed work? N/A



10. What equipment will you rent for the proposed work? Any Equipment Needed.
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.  
Richard Bowden - Project Management on Projects \$5,000 - \$1,000,000.  
Licenses: Building Contractor, Irrigation, Arborist, BMP Cert., MOT
12. The address of principal place of business is 6782 Belvedere Rd Wpb 33413
13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: Raymond Bowden - P Richard Bowden - VP
14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. East Coast Mulch - with active Mulch Contract with Village of Wellington  
East Coast Nursery
15. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. N/A
16. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). N/A
17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. N/A
18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. N/A
19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details. NO
20. List and disclose any and all business relations with any members of Wellington Council. NO



## DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Contractor's Signature

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

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

1. This sworn statement is submitted to Village of Wellington  
[print name of the public entity]
- by East Coast Industries Corp for Richard Bowden, VP  
[print name of entity submitting sworn statement] [print individual's name and title]
- whose business address is 6782 Belvedere Rd, WPB FL 33414 and (if applicable) its Federal Employer Identification Number (FEIN) is 88-3446584
- statement: No Public Entity Crimes
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

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

STATE OF FL [Signature]  
[signature]

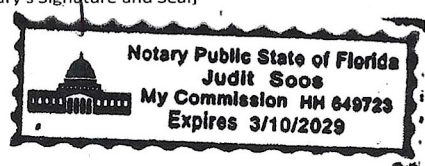
COUNTY OF PBC 11/7/25  
[date]

Subscribed and Sworn to (or affirmed) before me on 11/7/25 by Richard Bowden  
[date] [name]

He/she is personally known to me or has presented Personally Known as identification.  
[type of identification]

[Signature]  
[Notary's Signature and Seal]

JUDIT SOOS HH 649723  
Print Notary Name and Commission No.



**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725 and § 287.135**

I, Richard Bowden, on behalf of East Coast Industries Corp.  
certifies

Print Name

Company Name

that East Coast Industries Corp.:  
Company Name

1. Is not engaged in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List ; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and
5. Has not engaged in business operations in Cuba or Syria.

  
Signature

V.P  
Title

11/7/25  
Date



## CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

### CHECK ALL THAT APPLY.

#### NO CONFLICT:

☒ To the best of our knowledge, the work contemplated by this agreement would not create a conflict of interest due to the undersigned's representation of other clients on projects pending before the Village of Wellington.

☒ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

☒ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

☒ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

#### POTENTIAL CONFLICT: N/A

☐ The undersigned business, by attachment to this form, submits a list of current clients and projects for which it is currently seeking Village approval and which may cause a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT IT IS INELIGIBLE TO PERFORM WORK ON BEHALF OF THE VILLAGE OF WELLINGTON FOR ANY OF THE CLIENTS OR PROJECTS LISTED IN THE ATTACHEMENT TO THIS FORM. FAILURE TO DISCLOSE A POSSIBLE CONFLICT OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

East Coast Industries Corp

COMPANY NAME

B/L

AUTHORIZED SIGNATURE

Richard Bowden

NAME (PRINT OR TYPE)

U.P

TITLE

Rev. 5.28.2025

NON-COLLUSION AFFIDAVIT

State of FL

County of PBC

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that the bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a bid for the same materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid lists

East Coast Industries Corp.

Name of Bidder

Richard Bowden

Print name of designated signatory

[Signature]

Signature

U.P

Title

On this 7<sup>th</sup> day of November 2025, before me appeared Richard Bowden personally known to me to be the person described in and who executed this Affidavit and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.

[Signature]

Signature

Notary Public in and for the State of FL

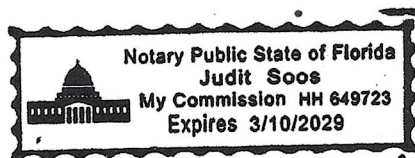
JUDIT SOOS

(Name Printed)

Residing at Palm Beach county

My commission expires 3/10/2029

(Affix Seal Here)







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2025

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).

<b>PRODUCER</b> Brown & Brown Insurance Services, Inc. 1661 Worthington Rd Ste 175  West Palm Beach FL 33409		<b>CONTACT NAME:</b> Trevor Glisson <b>PHONE (A/C, No, Ext):</b> (561) 686-2266 <b>FAX (A/C, No):</b> (561) 686-2313 <b>E-MAIL ADDRESS:</b> trevor.glisson@bbrown.com	
<b>INSURED</b> East Coast Industries, Corp P.O. Box 1352  Jupiter FL 33468		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Southern-Owners Insurance Company <b>INSURER B:</b> RetailFirst Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 10190 10700	

**COVERAGES****CERTIFICATE NUMBER:** 24-25 MASTER COI**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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		72138763-24	12/07/2024	12/07/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired & Non Owned Auto \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			53-138785-00	12/07/2024	12/07/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<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 checked="" type="checkbox"/> Y	N/A	520-63784	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			72138763-24	12/07/2024	12/07/2025	Limit \$328,924 Ded \$500

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

Re: ITB #202521 Supply, Delivery and Installation of Landscape Materials/References.

Certificate Holder is listed as additional insured with respect to the General Liability policy when required as per written contract. Coverage is considered primary and non-contributory with respect to General Liability policy when required as per written contract.

**CERTIFICATE HOLDER****CANCELLATION**Village of Wellington  
12300 Forest Hill Blvd

Wellington

FL 33414

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)

11/05/2025

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).

<b>PRODUCER</b>  Cindy Papandreas Insurance Agency Inc 123 S State Road 7 Ste 204 Royal Palm Beach, Fl. 33414	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 561-790-0707 FAX (A/C, No): 561-790-3370 E-MAIL ADDRESS: chris@cindypapandreas.com	
<b>INSURED</b>  East Coast Industries, Corp PO Box 1352 Jupiter, Fl. 33468-1352	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: State Farm Mutual Automobile Insurance Company	25178
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		K59 4999-B05-59U J20 6286-D02-59P J51 1036-A19-59O P87 7539-B10-59D	08/05/2025 10/02/2025 07/19/2025 08/10/2025	02/05/2026 04/02/2026 01/19/2026 02/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	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)

K59 4999-B05-59U, 2021 International CV515, vin: 1HTKTSWM6MH243697  
J20 6286-D02-59P, 2023 Ford Super Duty, vin: 1FT8W3BTXPEE05239  
J51 1036-A19-59O, Employers Non-Owned & Hired Auto Liability  
P87 7539-B10-59D, 2023 Ford, vin: 1FTBF2AA6PEC13333

**CERTIFICATE HOLDER****CANCELLATION**

Village of Wellington  
12300 Forest Hill Blvd  
Wellington, Fl. 33414

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

*Christopher Papandreas*

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# The International Society of Arboriculture

Hereby Announces That

*Richard Bowden*

Has Earned the Credential

## ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

*Caitlyn Pollihan*

Caitlyn Pollihan  
CEO & Executive Director

22 May 2025	30 June 2028	FL-10290A
Issue Date	Expiration Date	Certification Number



ANSI National Accreditation Board

ACCREDITED

ISO/IEC 17024

PERSONNEL CERTIFICATION

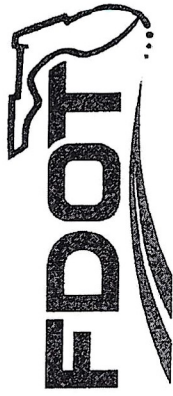
BODY

#0847

ISA Certified Arborist







*RICHARD BOWDEN*

**Certificate:**

**85405**

Has Completed a FDOT Approved Temporary Traffic  
Control: Advanced Course.

**Issued: 05/13/2022**

**Training Provider:**

myTTConline

**Expires: 05/13/2026**

my online

83 Geneva Dr. Ste. 621394

Oviedo, FL 32762

**Instructor:**None. None

Ph: 407-901-0206

Verify this Certificate at [www.motadmin.com](http://www.motadmin.com).



# Department of Environmental Protection



2600 Blair Stone Road, M.S. 3510  
Tallahassee, Florida 32399-2400

GI-BMP Trainee ID: GV925615  
Certification date: 9/26/2023  
Test Score: 93%

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP office of the UF/IFAS Extension Florida-Friendly Landscaping™ Program at [gi.bmp@ifas.ufl.edu](mailto:gi.bmp@ifas.ufl.edu) or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Apply online: <https://aesecomm.fdacs.gov>. The certificate number from this document is required to apply for Fertilizer Applicator Certification. For assistance contact: FDACS Pest Control Licensing and Certification. (850) 617-7997.

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:  
<https://ffl.ifas.ufl.edu/ffl-and-you/gi-bmp-program/instructor-program/>

State of Florida  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Richard M Bowden

**Richard M Bowden**

GV925615-1

Certificate #

GV925615

Trainee ID #

**GREEN INDUSTRIES BEST MANAGEMENT PRACTICES  
TRAINING PROGRAM**

**UF** IFAS Extension  
UNIVERSITY of FLORIDA

GV925615-1

Certificate #

GV925615

Trainee ID #

## Certificate of Training Best Management Practices Florida Green Industries

Florida-Friendly  
Landscaping™ GI-BMP PROGRAM



The undersigned hereby acknowledges that

**Richard M Bowden**

has successfully completed the Green Industries Best Management Practices Program  
developed by the Florida Department of Environmental Protection with the  
University of Florida Institute of Food and Agricultural Sciences.

Tom Wichman  
Assistant Director Florida-Friendly  
Landscaping™ Program

T. Wichman

Instructor

9/26/2023

Date of Class

Esen Momol, Ph.D.  
Director Florida-Friendly Landscaping™ Program





# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



## STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

SCC131153190

ISSUED: 12/27/2024

CERTIFIED SPECIALTY CONTRACTOR  
BOWDEN, RICHARD M  
EAST COAST INDUSTRIES, CORP  
IRRIGATION SPECIALTY CONTRACTOR

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES  
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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

**LICENSE NUMBER: SCC131153190**

**EXPIRATION DATE: AUGUST 31, 2026**

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

BOWDEN, RICHARD M  
EAST COAST INDUSTRIES, CORP  
6782 BELVEDERE ROAD  
WEST PALM BEACH FL 33413



ISSUED: 12/27/2024

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)  
Do not alter this document in any form.

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



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County  
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.gov Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
6782 BELVEDERE RD  
WEST PALM BEACH, FL 33413

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
LANDSCAPING	BOWDEN RICHARD		B25.649741 08/06/2025	\$33.00	B40172353

This document is valid only when receipted by the Tax Collector's Office.



4  
7-555

EAST COAST INDUSTRIES CORP  
EAST COAST INDUSTRIES CORP  
6782 BELVEDERE RD  
WEST PALM BEACH FL 33413-1016



**STATE OF FLORIDA  
PALM BEACH COUNTY  
2025 / 2026 LOCAL BUSINESS TAX RECEIPT  
LBTR Number: 2022150779  
EXPIRES: 09/30/2026**

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



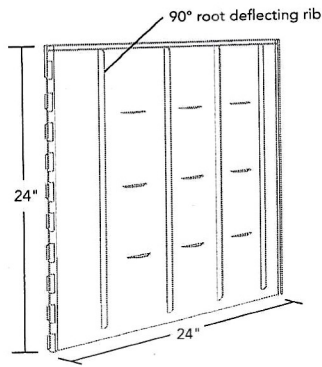
# 'Deep Root' Specs

## UB 24-2 TECH SHEET

This 24" high by 24" wide barrier is for linear, surround, and root pruning applications. It is ideal for protection from aggressive, invasive roots in sidewalks, curbs and gutters, driveways, and patios, as well as many other planting situations.

### UB 24-2

### SPECIFICATIONS + FEATURES



#### USES

Redirect tree roots down and away from hardscapes.

#### MATERIALS

Recycled, high-quality 90% post-industrial injection molded co-polymer polypropylene. Manufactured in ISO 9001 certified factories.

#### SIZES & PACKAGING

Each panel is 24" x 24"

20 Panels (40 linear feet) per carton,  
20 cartons per pallet, approximately  
43 lbs. per carton.

#### FEATURES

90° ribs redirect root growth down and away from hardscapes

Instant assembly: panels slide together with a zipper joiner system to form length needed

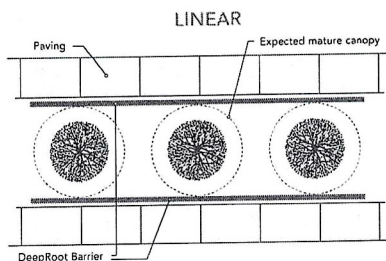
Patented double top edge for strength, safety, appearance and root overgrowth protection

Added UV inhibitors prevent breakdown from sun exposure

Rounded edges for safety in handling

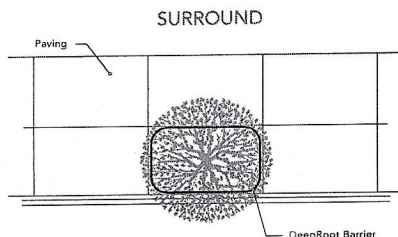
Made in the USA

### APPLICATIONS



#### LINEAR

Provide maximum hardscape protection while utilizing all available rooting space for improved tree health by placing guides in a straight line directly along the hardscape to be protected.

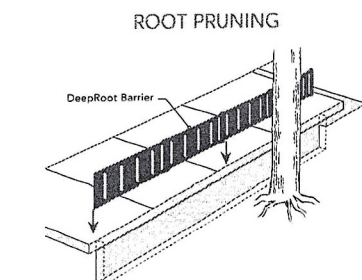


#### SURROUND

Protect hardscapes that surround a planting on all four sides. Plan to line the perimeter of the planting area with the panels—this provides the maximum available uncompacted soil volume for immediate root growth.

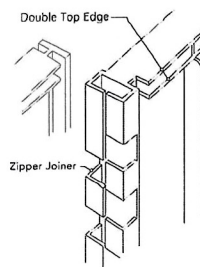
#### ROOT PRUNING

Root pruning can help save existing trees and prevent future damage to paving. Disruptive roots are cleanly cut and removed; linear Root Barrier is then installed. There are limitations to root pruning and an ISA Certified Arborist should be consulted.



#### HOW TO SPECIFY

1. Determine linear, surround, root pruning or specialty application.
2. Pick appropriate barrier depth for application and site.
3. Calculate number of panels required.
4. For details on these or any other installation instructions, please refer to our Specification and Installation Manual, or visit [www.deeproot.com](http://www.deeproot.com).



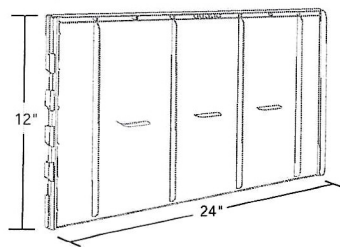
#### ZIPPER JOINING SYSTEM

Each panel has a built-in zipper joiner along one edge, making assembly of the panels in the field quick and easy.

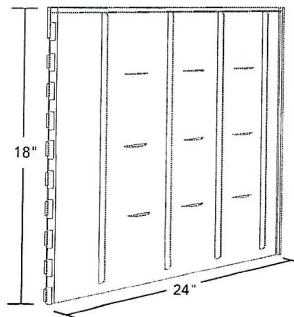
#### DOUBLE TOP EDGE

Patented double top edge adds strength, safety, and root overgrowth protection.

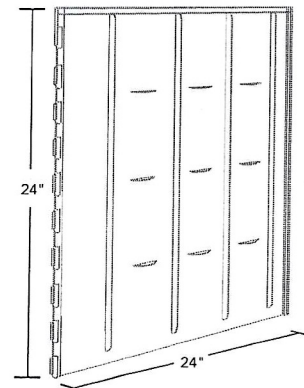
PRODUCT #	DESCRIPTION	WEIGHT	QUANTITY	TOTAL LINEAR FEET
UB 12-2	12" x 24" panel	43 lbs.	40 panels	80 feet
UB 18-2	18" x 24" panel	43 lbs.	26 panels	52 feet
UB 24-2	24" x 24" panel	43 lbs.	20 panels	40 feet
UB 36-2	36" x 24" panel	45 lbs.	14 panels	28 feet
UB 48-2	48" x 24" panel	45 lbs.	10 panels	20 feet



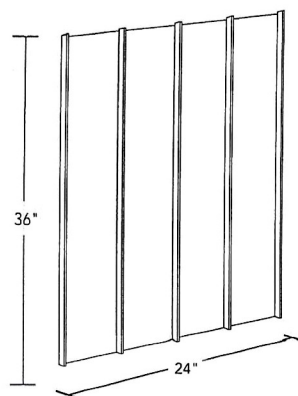
UB 12-2



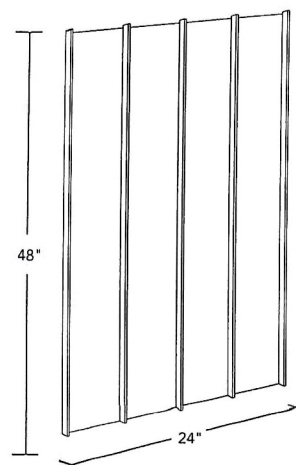
UB 18-2



UB 24-2



UB 36-2



UB 48-2

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

I, Richard Bowden (name of affiant) of East Coast Industries  
(name of business entity), attest that the following is true:

1. I have personal knowledge of the facts in this Affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.
2. I am the officer or representative of the nongovernmental business entity named below and make this Affidavit to comply with section 787.06, Florida Statutes.
3. The business entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Affiant Name: Richard Bowden

Signature: RLB

Title: V.P.

Business Entity Name: East Coast Industries

Date: Nov. 14<sup>th</sup>, 20 25



**FOREIGN COUNTRIES OF CONCERN AFFIDAVIT**

(Pursuant to Section 287.138, Florida Statutes)

I Richard Borden (name of affiant) of East Coast Industries (name of business entity),

attest that the following is true:

1. I have personal knowledge of the facts in this Affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.
2. I am the officer or agent of the business entity named below and make this Affidavit to comply with section 287.138, Florida Statutes.
3. I certify that the business entity named below does not provide access to an individual's personal identifying information to any entity that:
  - a) is owned by the government of a foreign country of concern;
  - b) has provided a foreign country of concern a controlling interest; or
  - c) is organized under the laws of or has its principal place of business in a foreign country of concern.
4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

**Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

Affiant Name: Richard Borden

Signature: R. Borden

Title: V.P.

Business Entity Name: East Coast Industries Corp.

Date: Nov. 14<sup>th</sup>, 2025

## Recent Landscape Projects ECI Performed which included Root Barrier Installation

1. Avery Lake Worth Apartment Complex - Lake Worth FI
  - a. 150' + 36" Deep Root Root Barrier
2. Oceana Coffee- Lake Park FI
  - a. 250' + 36" Deep Root Root Barrier
3. Crestwood Park - Royal Palm Beach FI
  - a. 300' + BioBarrier Installation
4. Jupiter Town Hall Phase 2 - Jupiter FI
  - a. 15' 36" Deep Root Root Barrier



Company ID Number: 1898472



## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and EAST COAST INDUSTRIES Corp (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.





Company ID Number: 1898472

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.





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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
  3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
  4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
  5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
  6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
  7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
  8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
  9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## **ARTICLE III**

### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.





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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the





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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.





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Approved by:

<b>Employer</b> EAST COAST INDUSTRIES Corp	
<b>Name (Please Type or Print)</b> Richard Bowden	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 10/04/2022
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 10/04/2022



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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	EAST COAST INDUSTRIES Corp
Company Facility Address	6782 Belvedere rd. West Palm Beach, FL 33413
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	883446584
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1





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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Richard Bowden
Phone Number	5612221544
Fax	
Email	richvbowden13@gmail.com



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This list represents the first 20 Program Administrators listed for this company.