

## **AGREEMENT TO Install Fire Suppression System, and Fire Dampers at the Public Safety Complex Communication Room**

Agreement for work in and about the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 to install a new fire suppression/clean agent in the raised floor area of the communication room, and installation of fire dampers in this particular area dated \_\_\_\_\_, by and between the City of Pompano Beach (hereinafter called CITY) and Shiff Construction and Development, Inc., 1350 NE 56th Street Suite 100 Fort Lauderdale, Florida 33334 (hereinafter called CONTRACTOR).

WITNESSETH that the CITY and CONTRACTOR in consideration of the premises and of the mutual covenants considerations and agreements contained herein agree as follows:

### **1. WORK TO BE PERFORMED**

CONTRACTOR will install a new fire suppression/clean agent in the raised floor area of the communication room, and install fire dampers in this same area at the Public Safety Complex to meet current NFPA codes.

This Agreement references the terms, conditions, prices and specifications of the National Joint Powers Alliance (NJPA) Contract and the CONTRACTOR attached hereto as **(Exhibit A)**.

The CONTRACTOR shall furnish all labor, services, materials, supplies, equipment, transportation and other facilities and appurtenance necessary or proper to the above work based on the award for:

“National Joint Powers Alliance” (NJPA) Contract, EZIQC FL 06-022912-SCD

in strict and full accordance with the requirements of the Contract Documents and with such further details and instruction as the CITY may from time to time issue for the purposes of insuring the thorough completion of the work. Unless amended below, all terms, conditions, specifications and prices referenced in the NJPA Contract shall apply.

### **2. SCOPE OF WORK GENERAL**

#### **2.01 GENERAL DESCRIPTION OF WORK**

- A. The CONTRACTOR will perform the work as proposed in the detailed scope attached as **Exhibit B**

- B. All other required work whether implied or incidental to the proper completion of the project.

**3. CONTRACT DOCUMENTS**

It is understood that all the terms, provisions, conditions and obligations set forth in the Contract Documents of the NJPA Contract shall constitute a part of this Agreement and are to have the same force and effect as if set forth specifically and at length herein. Insurance documents are attached as **Exhibit C**

**4. CONTRACT TIME**

The work under this Agreement shall be commenced promptly following Notice to Proceed issued by CITY, prosecuted with diligence, and be fully completed within 60-calendar days.

**5. COMPENSATION TO BE PAID CONTRACTOR**

In consideration of the faithful performance of this Agreement by the CONTRACTOR, the CITY will pay to the CONTRACTOR the unit prices as detailed in the NJPA Contract more specific in Price Proposal Detail.

Exhibit B in the Not to Exceed amount of **\$48,636.48** represents a detailed estimate of the proposed work. Any changes in scope (additions or deletions) will only be authorized by City and compensation to Contractor will be revised accordingly utilizing the unit prices in the NJPA Contract. The CITY will have to pay the CONTRACTOR for acceptable and conforming work, inclusive of all materials, supplies, costs, fees and is the maximum extent of the CITY's obligation to pay CONTRACTOR but does not constitute a limitation, of any sort, of the CONTRACTOR's obligations to perform the work in accordance with this contract.

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"CITY":

Witnesses:

CITY OF POMPANO BEACH

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH  
CITY MANAGER

Attest:

\_\_\_\_\_  
Asceleta Hammond  
CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_  
Mark E. Berman  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by LAMAR FISHER, as Mayor, DENNIS W. BEACH as City Manager and ASCELETA HAMMOND, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed  
or Stamped)

\_\_\_\_\_  
Commission Number

"CORPORATION":

SHIFF CONSTRUCTION & DEVELOPMENT, INC.  
A Florida corporation

Witnesses:

[Signature]

WOKWA HENRIQUES  
Print Name

[Signature]

RICHARD GAETA  
Print Name

By:

[Signature]  
Justen D. Shiff, President

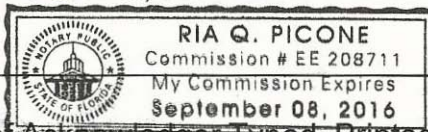
(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13  
day of JULY, 2016, by Justen D. Shiff as President of Shiff  
Construction & Development, Inc., a Florida corporation on behalf of the  
corporation. He is personally known to me or who has  
produce PERSONALLY KNOWN (type of identification)  
as identification.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



(Name of Acknowledger Typed, Printed or Stamped)

# 208711  
Commission Number