

CONSTRUCTION AGREEMENT
No. 12234

THIS AGREEMENT is dated _____ by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter called OWNER) and DON BELL SIGNS LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

Contractor shall provide sign design, building, fabrication, and installation for various types of signs for the City on an as-needed basis, and after issuance and execution of a Work Order.

Article 2. ENGINEER

Contractor shall provide design services when required and as needed by City in accordance with Article 4 Work Orders. The subcontractor's, or Contractor's staff responsible for any design required, is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

The term for this Contract shall be five (5) year(s) or less beginning with the date this Contract is fully executed by both parties. In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional five (5) year term.

Article 4. WORK ORDERS

Prior to start of any work, City will negotiate a Work Order based on time and materials fees with a not to exceed amount, or a lump sum Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Work Order shall not exceed specified amounts for all services and materials including all and also including any approved subcontracted work unless otherwise agreed in writing by both parties. The Contractor shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Work Order has been reached. Time and Materials Work Orders shall have clearly defined hourly rates for each staff involved, and material costs, City will not execute Work Orders without this information. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Contractor that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Contractor, but

does not include a limitation upon Contractor's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

Contractor shall complete the Work Order form, and have an authorized representative sign the form and return to the City. City will, in turn have an authorized representative countersign and execute the Work Order. No work can be performed until a Work Order is fully executed. Authorized representatives is defined as any employee of the Contractor designated as authorized to sign and bind the Contractor in a legal capacity. City reserves the right to request that the Contractor provide evidence of such authority prior to execution of a Work Order. Work Orders may be executed by the City Engineer or their designee.

Article 5. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3, above, plus any extensions thereof allowed in accordance with the EXHIBIT "B" GENERAL CONDITIONS. They also recognize the delays, expense and difficulties involved in the proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in Article 3 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER three hundred and 00/100 dollars (\$300.00) for each day that expires after the time specified in Article 3 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

Article 6. CONTRACT PRICE

Each Work Order shall be negotiated independently based on individual City's requirements and design criteria for said requirement. Work Orders that are valued over three hundred thousand dollars (\$300,000.00) shall require additional City Commission approval prior to execution by the City.

Article 7. PAYMENT PROCEDURES

7.1 CONTRACTOR shall submit Applications for Payment in accordance with the EXHIBIT "B" GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in the EXHIBIT "B" GENERAL CONDITIONS.

7.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All

progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the EXHIBIT "B" GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

7.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and such amounts as ENGINEER shall determine, or OWNER may withhold, accordance with the EXHIBIT "B" GENERAL CONDITIONS.

5% of Work completed will be withheld by OWNER as retainage.

7.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the EXHIBIT "B" GENERAL CONDITIONS.

7.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the EXHIBIT "B" GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said EXHIBIT "B" GENERAL CONDITIONS.

Article 8. CONTRACT ADMINISTRATORS, NOTICES AND DEMANDS

- A. Contract Administrators. During the term of this Agreement, the OWNER's Contract Administrator shall be the Engineering Department's Engineering Project Manager II or their authorized written designee and the CONTRACTOR's Contract Administrator shall be provided by CONTRACTOR upon commencement of services (or their authorized written designee) as further identified below.

- B. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: George G. Brown, Manager
365 Oak Place
Port Orange, Fl 32127
Office: 386-763-4744
Email: ableam@donbellsigns.com

If to City: John Sfiropoulos, City Engineer
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-
Email: john.sfiropoulos@copbfl.com

Matthew Kudrna, Engineering Project Manager II
100 West Atlantic Blvd
Pompano Beach, FL 33060
Phone: 954-786-4023
Email: Matthew.Kudrna@copbfl.com

With a copy to: Greg Harrison, City Manager
P.O. Drawer 1300
Pompano Beach, FL 33061
Phone: 954-786-4601
Email: greg.harrison@copbfl.com

Mark Berman, City Attorney
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-4614
Email: mark.berman@copbfl.com

Article 9. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

9.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract documents,

Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

9.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the solicitation, and accepts the determination set forth in the solicitation of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to reply.

9.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to or to supplement physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the EXHIBIT "B" GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

9.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, or investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

9.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

9.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

9.7 By entering into this Contract, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Article 10. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of this Agreement and the following Exhibits, attached hereto and by reference incorporated herein and made a part hereof:

Exhibit "A" – Scope of Work

Exhibit "B" – EXHIBIT "B" GENERAL CONDITIONS

Exhibit "C" – Request for Qualifications (RFQ), including, but not limited to, original RFQ, specifications, exhibits to the RFQ, insurance requirements, any addenda issued and all documentation submitted by the CONTRACTOR; including, but not limited to, CONTRACTOR's Proposal Pages, CONTRACTOR's sworn statement on drug-free workplace, CONTRACTOR'S insurance certificate, any documentation submitted by the CONTRACTOR prior and after award in relation to the RFQ and this Agreement

This Agreement and the exhibits listed above, including any approved amendments to the Agreement comprise the entirety of the contract documents between the OWNER and CONTRACTOR. This Agreement may only be amended, modified or supplemented as provided in Exhibit "B", General Conditions.

Any inconsistency in this Agreement and its exhibits listed above shall be resolved by giving precedence in the following order:

- a) This Agreement
- b) Exhibit "B", General Conditions
- c) Exhibit "A", Scope of Work
- d) Exhibit "C", Solicitation and Contractor's Response

Article 11. MISCELLANEOUS

11.1 Terms used in this Agreement which are defined in the EXHIBIT "B" GENERAL CONDITIONS will have the meanings indicated in the EXHIBIT "B" GENERAL CONDITIONS.

11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the Contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.4 Project Web Requirements:

- a. This project shall utilize e-Builder Enterprise (Software), a web-based project management software. OWNER shall use the Software to manage all project documents, communications and costs between the CONTRACTOR and OWNER. Training will be provided for the CONTRACTOR and all subcontractors that require access to the software.
- b. CONTRACTOR shall conduct project controls outlined by the OWNER utilizing the Software. **The designated web-based application license(s) shall be provided by the OWNER to the CONTRACTOR and subcontractors.** No additional software will be required.
- c. CONTRACTOR shall have the responsibility for logging in to the project web site on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance &

Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests and the like will be submitted in digital format via the Software.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: _____
GREGORY P. HARRISON, CITY MANAGER

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

“CONTRACTOR”

Witnesses:

Carol Dantonello

Carol Dantonello
(Print or Type Name)

Laura Enwall

Laura Enwall
(Print or Type Name)

Don Bell Signs LLC

By: [Signature]
Gary D Bell, President

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 8th day of April, 2024, by Gary D Bell as President of Don Bell Signs LLC, a Florida limited liability company on behalf of the company. He is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY’S SEAL:



Yvonne C. Kiss

NOTARY PUBLIC, STATE OF FLORIDA

Yvonne C. Kiss

(Name of Acknowledger Typed, Printed or Stamped)

HH 213564

Commission Number

Exhibit A Scope of Work

A. Scope of Services

The work includes but is not limited to fabricating, installing, and repairing signs as needed. Signs must be weather resistant, durable, adaptable, reflective, and meet the requirements of all authorities having jurisdiction including Florida department of Transportation's (FDOT's) minimum requirements for pedestrian signs, where deemed necessary. City will provide a design criteria for each project and Contractor shall develop all the necessary tasks, deliverables, completed designs, list of materials and schedule necessary to fabricate and install the signs needed by the City.

Contractor is responsible for matching all colors, finishes and materials specified in the Work Order and design criteria provided by the City and is required to provide City with samples for review and approval prior to full execution. Contractor, in collaboration with the City, shall be responsible for verification of all dimensions, engineering, wind load calculations, foundation compliances, and field conditions relative to the project prior to procurement and fabrication. Contractor shall verify that signage to be installed within the right-of-way, complies with all authorities having jurisdiction and their appropriate rules, policies and regulations concerning the installation of signs.

Contractor may be required by City to supply the following: A graphic standards manual to support all sign related graphics, a sign placement plan will be prepared in coordination with the City, County, and FDOT as required, and recommendations for landscaping and maintenance shall be provided. City reserves the right to accept only designs and products that require the least amount of maintenance and are deemed to be the best value of the life of the sign.

B. Tasks and Deliverables

Tasks and deliverables shall be determined per project after the City provides a design criteria to the Contractor. Each project shall require a signed Work Order form from the Contractor to be provided to the City. Forms shall be completed in its entirety and include the agreed upon scope, tasks, schedule, cost, and deliverables for the project Contractor will be required to provide all applicable insurance requirements.

1. As necessary, Contractor shall be responsible for field measuring all dimensions, elevations and conditions as related to the work and work site and shall immediately notify the owner of any discrepancies prior to ordering or fabricating materials or otherwise proceeding with the work.
2. Contractor shall provide all labor, material, equipment and services required to execute and complete all items of work as specified or implied herein, including incidental

- items to affect a finished and complete job, even though such items are not shown or particularly mentioned.
3. All structural work, including material stresses and methods of construction, shall comply with the local Uniform Building Code(s), Occupational Safety and Health Administration (OSHA), and any other governing agencies having jurisdiction.
 4. Contractor shall maintain safe public access to and from all building exits at all times.
 5. Contractor shall use construction methods that are in strict accordance with manufacturer's specifications.
 6. Contractor shall, prior to beginning work, discuss any potential structural issues with the City Engineering Department.
 7. Contractor shall maintain premises and public properties free from accumulations of waste materials, debris and rubbish caused by operations.
 8. After completion of work, contractor shall remove all waste materials, rubbish, tools, and surplus materials and clean sight exposed surfaces. Construction site shall be organized and cleaned by contractor on a daily basis.
 9. Contractor shall restore to its original condition all site appurtenances damaged under this contract at no additional cost to the owner to include sod and existing landscape. The Contractor shall be responsible to take photos before starting the project to document existing conditions at the job site.

C. FDOT Community Aesthetic Feature Agreement (CAFA) Permit

Contractor shall ensure that any signs that have to be approved under a CAFA permit meet the FDOT requirements for this permit. As part of the requirements for receiving the CAFA permit the Contractor shall have to request a pre-construction meeting with FDOT prior to commencing work and submit a maintenance of traffic (MOT) plan to FDOT for each sign location. Contractor shall ensure compliance with any and all FDOT requirements as part of the CAFA permit process and inform the City of additional unforeseen requirements. City reserves the right to modify a Work Order if required to do so to meet compliance for a permit.

Exhibit B
General Conditions

ARTICLE 1. DEFINITIONS.

- 1.01 **The Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Plans, Specifications, and all modifications issued after execution of the Contract and all documents as defined in Article 9., "CONTRACT DOCUMENTS", of the Construction Agreement.
- 1.02 **The Owner, the Contractor, and the Project Consultant:** are those mentioned as such in the Contract Documents.
- 1.02.01 **Owner:** The City of Pompano Beach, Florida, (also referred to as the "City").
- 1.02.02 **Contractor:** The "party of the second part" to the Contract. The person, firm or corporation with whom a contract has been made with the Owner for the performance of the Work defined by the Contract Documents.
- 1.02.03 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design and Contract Documents for the Work of this Project and provide Construction Contract Administration as described in the Contract Documents.
- 1.03 **City Engineer:** City Engineer of the City of Pompano Beach, Florida.
- 1.04 **Final Completion:** Means that date subsequent to the date of Substantial Completion at which time the Contractor has completed all of the Work (or designated portion thereof) in accordance with the Contract Documents as certified by the Project Consultant and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the Work, have inspected, approved and certified the Work.
- 1.06 **Inspector:** An employee(s) of The City of Pompano Beach, Florida, referred to hereinafter as the "Inspector," who(m) is/are assigned by the City Engineer to periodically inspect the Project during the construction process, and who assist(s) the City Engineer in reviewing field performance and its compliance with the Contract Documents.
- 1.06.01 **Resident Inspector:** An employee or subconsultant of the **Project Consultant** employed to perform either periodic or full-time specific inspection duties.
- 1.07 **Other Contractors:** Any person, firm or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion of the Work covered by the Contract.
- 1.08 **Owner's Representative:** The City Official who has been delegated responsibility by the City Manager to act as the City's project coordinator. (In most cases, the City Engineer shall be assigned this duty.)
- 1.09 **Phase:** A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be designated for completion by the Owner's own forces, or by Other Contractors.
- 1.10 **The Project:** The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

- 1.11 **Punch List:** A list of items of work required to render complete, satisfactory, and acceptable the construction services provided for in the Contract Documents and created pursuant to Florida Statute 218.735(7)(a).
- 1.12 **Subcontractor:** A person or entity other than a materialman or laborer who enters into a Contract with Contractor for the performance of any part of Contractor's Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 1.13 **Sub-subcontractor:** A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.
- 1.14 **Submittals:** Are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications, periodic and final "as-built", surveys, videos and other types of information described in the specifications.
- 1.15 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which, as certified in writing by the Project Consultant, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.
- 1.16 **Subconsultant:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Project Consultant to furnish professional services in support of the Project Consultants agreement with the Owner.
- 1.17 **Superintendent:** The executive representative for the Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant and capable of superintending the work efficiently.
- 1.18 **Work:** The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- 1.19 **Written Notice:** Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by certified mail or other traceable delivery service to the last business address known to him who gives notice. Trackable electronic transmissions shall also be considered as written notice.

ARTICLE 2. THE WORK.

- 2.01 The Contractor shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.

- 2.02 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.
- 2.03 The Contractor represents and warrants to the Owner that:
- 2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;
- 2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;
- 2.03.03 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;
- 2.03.04 It is fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Contractor" in the Construction Contract, and is legally permitted to perform all the work set forth in this Construction Contract.
- 2.03.05 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines, as well as site ingress and egress. The Contractor acknowledges receipt and has reviewed the site geotechnical report provided for the Owner.
- 2.03.06 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.

- 3.01 The Contractor represents that:
- 3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.
- 3.01.02 All construction materials, labor, methods, means, techniques, sequences and procedures required to carry out the Work, all safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.
- 3.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.
- 3.01.04 The Contract Time is adequate for the performance of the Work.
- 3.02 The Contractor is responsible for all means, methods, techniques and sequencing of construction.
- 3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owner prior to proceeding with the specific portion of the Work.

ARTICLE 4. INTENT AND INTERPRETATION.

- 4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:
- 4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.
- 4.01.02 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- 4.01.03 The intent of the Contract Documents is to include all labor, materials, equipment services and transportation necessary for the proper execution of the Work. The Contractor shall continually refer to drawing, specifications and other Contract Documents in this regard.
- 4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.
- 4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.
- 4.02.01 The Project Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.
- 4.02.03 In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor, and shall not show partiality to either.

ARTICLE 5. OWNERSHIP OF THE CONTRACT DOCUMENTS WHICH MAKE UP THE CONTRACT

- 5.01 Subject to any rights the Project Consultant may have, the Contract Documents and each of them, as well as any other documents, intellectual property, software, computer-assisted material or disks relating to or regarding the Work, shall be and remain the property of the Owner. This shall be the case even if prepared, created or provided by the Project Consultant, Contractor, Subcontractor or others.
- 5.02 The Contractor shall have the right to keep copies of same upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of same on other projects without the Owner's prior written authorization.
- 5.03 The Contractor agrees to provide any and all items referred to in this Paragraph to Owner upon demand by Owner. In the event Contractor fails to provide same to Owner as demanded, Contractor acknowledges that the Owner will need same and will be irreparably harmed and be subject to an injunction to provide same.

ARTICLE 6. TEMPORARY UTILITIES.

- 6.01 Water For Execution of the Work: The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.

- 6.02 Electrical Energy: The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.03 Temporary Sanitary Facilities And Sewers:
- 6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.
- 6.03.02 No nuisance will be permitted.
- 6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.
- 6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

ARTICLE 7. PROGRESS.

- 7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required in Article 10 below, as a condition precedent to payment(s).
- 7.01.01 Such schedule shall be in a form acceptable to the Owner.
- 7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.
- 7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.
- 7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.
- 7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.
- 7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.
- 7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.
- 7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.

- 7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.
- 7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:
- 7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or
- 7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

ARTICLE 8. EXPEDITING

- 8.01 The Work, equipment and material provided under this Contract may be subject to expediting by Owner.
- 8.02 Owner shall be allowed reasonable access to the shops, factories and other places of business of the Contractor and/or Subcontractors for expediting purposes.
- 8.03 As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting, and Contractor shall cooperate with Owner and require Subcontractors to cooperate with Owner in such expediting.
- 8.04 Any expediting performance by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be provided under the Contract Document.

ARTICLE 9. COMPLETION

- 9.01 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.01.01 For a Project with an estimated cost of less than \$10 million, the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.01.02 For a Project with an estimated cost of \$10 million or more, the Punch List shall be completed within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.02 For a Project involving the construction of more than one building or structure, or involving a multiphased project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.
- 9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.

- 9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete the outstanding item.
- 9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for remaining retainage.

ARTICLE 10. CONTRACT PAYMENTS

- 10.01 Schedule of Values:
- 10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.
- 10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.
- 10.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.
- 10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. Contractor's failure to comply with this provision shall be grounds for Owner to terminate Contractor, as provided for elsewhere herein.
- 10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.
- 10.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.
- 10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both.
- 10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.
- 10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.
- 10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:
- a. Within ten (10) days review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.
 - b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.

- 10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.
- 10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- 10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be timely paid.
- 10.02.09 The Contractor may submit a corrected Application for Payment which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.
- 10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.
- 10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.
- 10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.
- 10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.
- 10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.
- 10.02.15 Furthermore, the Contractor warrants and represent that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.
- 10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.
- 10.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.
- 10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR

- 11.01 The Owner may withhold as retainage five (5) percent of the payment owed to the Contractor until completion of the Project.
- 11.02 If the City pays the retainage amount upon the Contractor's request which is attributable to the labor, services, or materials supplied by one or more contractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors or suppliers.
- 11.03 Regardless of the provisions in this Article, in no event shall the Owner be required to pay or release any amounts that are the subject of a good faith dispute, a claim brought pursuant to Fla. Stat. § 255.05, or otherwise the subject of a claim or demand by the Owner.
- 11.04 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:
- 11.04.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;
- 11.04.02 Liquidated Damages as set forth in this Contract;
- 11.04.03 Defective Work unremedied;
- 11.04.04 Punch-List items unremedied;
- 11.04.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;
- 11.04.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;
- 11.04.07 Failure to comply with any and all insurance requirements;
- 11.04.08 Failure of the Contractor to make payment properly to Subcontractors or others;
- 11.04.09 Damage to the Owner or another contractor;
- 11.04.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;
- 11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;
- 11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.

- 12.01 If within thirty (30) days of the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice of its intent to cease work to the Owner.

ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.

- 13.01 The Owner shall furnish to the Contractor, prior to the execution of the Contract, any and all written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.
- 13.02 The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

ARTICLE 14. LICENSES AND PERMITS.

- 14.01 All licenses and permits necessary to commence and prosecute the Work to completion shall be procured and paid for by the Contractor, unless expressly provided for elsewhere in the Contract Documents.
- 14.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

ARTICLE 15. CEASE AND DESIST ORDER.

- 15.01 In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing the Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.
- 15.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner.
- 15.03 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

ARTICLE 16. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR.

- 16.01 The Contractor shall perform the Work in accordance with the Contract Documents.
- 16.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.
- 16.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.
- 16.04 Unless expressly provided for elsewhere in the Contract Documents, the Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.
- 16.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.
- 16.06 Record Keeping on Site:

- 16.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.
- 16.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.
- 16.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.
- 16.07 Shop Drawings And Other Submittals:
- 16.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work of the various trades.
- 16.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.
- 16.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.
- 16.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.
- 16.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.
- 16.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.
- 16.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.
- 16.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.
- 16.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.
- 16.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

ARTICLE 17. SUBCONTRACTS.

- 17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.

- 17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:
- 17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.
- 17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.
- 17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.
- 17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.
- 17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.
- 17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.
- 17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.
- 17.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.
- 17.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.

ARTICLE 18. CONTRACTOR'S SUPERINTENDENT

- 18.01 Before starting the Work, Contractor shall designate an English speaking, competent, authorized representative (hereinafter Superintendent), acceptable to the Owner, to represent and act for the Contractor. The Contractor shall:
- 18.01.01 Inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitation on such authority.
- 18.01.02 Keep the Owner informed of any subsequent changes in the foregoing.
- 18.02 The Superintendent shall be present (or be temporarily represented by a person familiar with the project work activities and schedule) at the site of the Work at all times when the Work is actually in progress.
- 18.04 All notices, determinations, instructions and other communications given to the Contractor's Superintendent shall be binding upon the Contractor.
- 18.05 The Superintendent shall maintain a daily log/report which shall include at least the following information: weather conditions; trades at site; manpower totals by trade; heavy equipment in use; activities in progress;

and inspections at site. Copies of the daily entries shall be provided to the Owner once per month, or as required elsewhere in the Contract Documents.

ARTICLE 19. COOPERATION WITH OTHERS.

- 19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.
- 19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

ARTICLE 20. SITE CONDITIONS.

- 20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.
- 20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.
- 20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the Work Contractor encounters an underground utility facility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. Project Consultant and Owner shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to Project Consultant for determination. Should Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Project Consultant shall so notify Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given

written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Project Consultant as the date of substantial completion.

ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.

- 21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.
- 21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.
- 21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.
- 21.02 Contractor shall comply with all applicable laws and regulations.
- 21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.
- 21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.
- 21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be constructed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- 21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

ARTICLE 22. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT.

- 22.01 Contractor shall be responsible for and shall bear any and all risks of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract.
- 22.02 Permanent openings for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the Work will be delivered to the Owner in proper, whole and unblemished condition.

ARTICLE 23. ADMINISTRATION OF THE CONTRACT.

- 23.01 The Project Consultant will provide Administration of the Contract.
- 23.01.01 For those projects for which the City Engineer serves as the Project Consultant, all references to the Project Consultant shall be considered to be the City Engineer.
- 23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.
- 23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.

- 23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.
- 23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.
- 23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.
- 23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.
- 23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.
- 23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in the Professional Services Agreement between the City of Pompano Beach, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.
- 23.10 The Project Consultant will utilize the Contractor Performance Report to monitor and record the Contractor's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to the contract.

ARTICLE 24. MATERIALS.

- 24.01 The Contractor shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the Work or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the Work or for obvious economic benefits accruable to the Owner.
- 24.01.01 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the Work.
- 24.01.02 Proposed substitutions must be submitted for consideration from the Contractor to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Contractor's efforts to obtain the originally specified materials including documentary evidence from the original materials' manufacturer that such materials are not available.
- 24.01.03 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.
- 24.01.04 All additional costs incurred by the Owner as the result of any substitution will be the direct responsibility of and borne by the Contractor.

- 24.02 The Contractor shall make written request to the Project Consultant for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.
- 24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

ARTICLE 25. STORED MATERIALS.

- 25.01 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.
- 25.01.01 Contractor is not entitled to payment for same except for those materials which in Owner's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.
- 25.01.02 The storage facilities and methods of storing shall meet Owner's approval and shall be in accordance with manufacturer's recommendations, or Owner will not be obligated to pay for same.
- 25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.
- 25.01.04 Owner may at its discretion require material to be stored in an air-conditioned location.
- 25.02 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:
- 25.02.01 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.
- 25.02.02 Evidence that proper storage security is provided.
- 25.02.03 The Owner is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.
- 25.02.04 The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases Owner from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including Owner's alleged negligence, regardless of whether the Owner has paid for said Stored Materials.
- 25.03 Once any Stored Material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Project or upon subsequent written approval by Owner.
- 25.04 No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the Owner.
- 25.05 It is further agreed between the parties that the transfer of title and the Owner's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.
- 25.06 The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the

Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.

- 25.07 In the event stored materials which Owner is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment..

ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

- 26.01 All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.
- 26.01.01 Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.
- 26.01.02 The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board.
- 26.01.03 Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the Work as Owner in its discretion desires.
- 26.01.04 Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.
- 26.01.05 In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.
- 26.02 If any Work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.
- 26.03 If any material, equipment or workmanship is determined by Owner, City Engineer, Project Consultant or Inspector either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner, City Engineer, Project Consultant or Inspector will notify Contractor in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Contractor for same. Thereupon, Contractor shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the Work by making the same comply strictly with all requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment or portions of the Work.
- 26.04 Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

ARTICLE 27. WARRANTY.

- 27.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner and Project Consultant.
- 27.02 Unless otherwise provided in the Contract Documents, Contractor warrants all Work, equipment, materials and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and workmanlike, first class and free from defects for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract Documents in which case the longer periods of time shall prevail) from and after Final Completion of the Work under the Contract Documents, regardless of whether the same were provided or performed by Contractor or by any Subcontractor.
- 27.03 Contractor's warranty with respect to latent defects shall be in accordance with Chapter 95, Florida Statutes, and other applicable provisions of State law.
- 27.04 In the event of damage or injury to persons or property or other consequential or resultant damages result from Contractor's breach of any warranties, then the Contractor will be responsible for same.

ARTICLE 28. OFFICE SPACE FOR THE OWNER'S PERSONNEL.

- 28.01 The Contractor shall provide, at Contractor's expense, for the duration of the Work, a suitable lockable office for any Owner designated personnel.

ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.

- 29.01 A marked up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents, and properly labeled as "Project Record Documents."
- 29.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.
- 29.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.
- 29.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

ARTICLE 30. SALVAGE.

- 30.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling or altering any existing facilities on this site shall be the property of the Owner; and this material shall be piled or stacked on the site if the Owner desires this material.
- 30.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

ARTICLE 31. CLAIMS BY THE CONTRACTOR.

- 31.01 Although Contractor acknowledges the No Damage for Delay clause set forth in Article 6 of the Agreement between Owner and Contractor, in the event the Contractor is entitled to assert any other claim against Owner for any reason, claims by the Contractor against the Owner (except for claims asserted under Article 20 which are treated as set forth therein), are subject to the following terms and conditions:

- 31.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner, c/o the City Engineer, and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;
- 31.01.02 The Contractor shall continue diligently with its performance hereunder regardless of the existence of any claims submitted by the Contractor;
- 31.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 31.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;
- 31.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.
- 31.01.05 Contractor must provide proof before requesting any cost increase to the materials and/or services related to this Agreement. Proof shall include at a minimum a quote from subcontractors, or suppliers at the time of response to the solicitation, and at the time the Contractor is requesting an increase to the cost of the Contract price.

ARTICLE 32. CHANGE ORDERS AND DIRECTIVES.

- 32.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.
- 32.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:
- 32.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;
- 32.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:
- a. Change Orders: By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price or time being set forth in Change Order in accordance with Article 32.02.08 below, and (b) the execution of the Change Order; or,
 - b. Change Directives: If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost Plus Price basis (as set forth in Article 32.02.08 below) by determining the "total actual costs" (in accordance with Article 32.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content

and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of Work required by the change.

- 32.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.
- 32.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto, and that the penal sums of the performance and payment bonds furnished by Contractor and Surety are adjusted coextensively with the amount of the Change Order.
- 32.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.
- 32.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.
- 32.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 32.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.
- 32.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined under one or more of the following procedures before a written Change Order is issued.
- a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.
 - b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for **COST PLUS PRICE**, subparagraph (c.) below.
 - c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 32.02.09 below, plus an added percentage, all determined as follows:

OVERHEAD AND PROFIT:

JOB SITE OVERHEAD, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for, by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 34.08.09(a) below) and labor

costs (as defined under Article 34.08.09(b) below), and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead, expenses or costs.

PROFIT, may then be added by the subcontractor to the above material costs and labor costs, including the JOB SITE OVERHEAD allowance, at the rate of 10% of the sum of those costs.

JOB SITE OVERHEAD, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of his subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 32.08.09(a) below and labor costs (as defined under Article 32.08.09(b) below) and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the JOB-SITE OVERHEAD allowance, at the rate of five percent (5%) of the sum of those costs.

- d. BOND ALLOWANCE, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change, (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.
- 32.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:
- a. Material costs actually recorded by the Contractor and/or subcontractors as they are delivered to the site and as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.
 - b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra Work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.
 - c. Rentals for special equipment or machinery such as power driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economical performance of the Work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.
- 32.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Owner, City Engineer or Project Consultant will issue a Construction Change Directive to Contractor providing for the scope of work to be performed and the payment therefore based on 32.02.09 above. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.
- 32.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation specified elsewhere in the Contract Documents, including a Construction Change Directive.
- 32.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.

- 32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The City of Pompano Beach, Florida under its General Services Manual, the rules of which are incorporated below:
- A. The City Manager is authorized to approve change orders up to the cumulative total of 10 percent of the original construction contract amount, not to exceed \$75,000 in the aggregate.
 - B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 32.04A above, all subsequent change orders will require prior City Commission approval, except in emergency cases as declared by the City Manager, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.
 - C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by City Commission action at the next regular meeting of the City Commission.

ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

- 33.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.
- 33.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.
- 33.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.
- 33.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twenty-four (24) months following final completion upon written direction from the Owner.
- 33.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.
- 33.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.
- 33.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.

- 34.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all Work, material and equipment to discover any

conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

- 34.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.
- 34.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.
- 34.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and man hours lost due to injuries.
- 34.05 Contractor shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.
- 34.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.
- 34.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.
- 34.08 Safety Precautions and Programs:
 - 34.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
 - 34.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.
 - 34.08.03 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).
- 34.09 Safety of Persons and Property
 - 34.09.01 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - a. Employees on the Work and other persons who may be affected thereby;
 - b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
 - 34.09.02 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.
 - a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.
 - b. The Contractor shall prominently post and maintain on the jobsite:

- 1) OSHA 200: Log and summary of occupational injuries and illnesses.
 - 2) OSHA 2203: Provisions of the Act poster.
- 34.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:
- a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.
 - b. Holding weekly safety meetings with employees and Subcontractors.
 - c. Implementing OSHA Voluntary Protection Programs.
 - d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.
 - e. Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.
 - f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
 - g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.
- 34.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 34.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.
- 34.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 34.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force.
- 34.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

ARTICLE 35. ROYALTIES AND PATENTS.

- 35.01 The Contractor shall pay all royalties and license fees.
- 35.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.
- 35.03 Contractor hereby indemnifies and shall defend and hold harmless Owner, its officers, its officials, its agents, its employees, and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.
- 35.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.
- 35.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of \$1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

ARTICLE 36. TAXES.

- 36.01 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract.
- 36.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. Contractor shall make any and all payroll deductions as required by law.
- 36.03 Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

ARTICLE 37. INDEMNITY AND HOLD HARMLESS.

- 37.01 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its officers, its officials, its agents and employees and each of them hereinafter collectively referred to as the Owner, from and against any and all judgments, demands, claims, causes of action, liability, expenses, losses, costs, fines, and damages (including reasonable attorney's fees and expert's fees) of every kind and character brought against the Owner by any person, party or entity of any kind or nature whatsoever arising out of, incident to, relating or regarding the Contractor's performance under this Agreement, the condition of the premises, and/or the Contractor's acts of omission or commission.
- 37.02 Contractor, however, shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which a Court of competent jurisdiction determines as being attributed to the negligence of Owner, its respective agents, servants, employees or officers.

- 37.03 Said indemnifications by Contractor shall be extended to include all "Subcontractors", deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of the Contractor.
- 37.04 Contractor recognized the broad nature of this indemnifications and hold harmless clause and voluntarily makes this covenant and expressly acknowledge the receipt of Ten (\$10.00) Dollars, which payment is incorporated into the Contract Sum, and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida.
- 37.05 This clause shall survive termination of this Agreement and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Bid Documentation or Specifications.

ARTICLE 38. TERMINATION BY THE CONTRACTOR.

- 38.01 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 30 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Consultant.
- 38.02 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to the terms and conditions of this Contract.

ARTICLE 39. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE.

- 39.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;
- 39.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:
- 39.02.01 Demobilization and remobilization, including such costs paid to subcontractors;
- 39.02.02 Preserving and protecting Work in place;
- 39.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;
- 39.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

ARTICLE 40. TERMINATION BY THE OWNER.

- 40.01 The Owner may, at the Owner's option, for any reason and at any time terminate for convenience, any work under this Contract, in whole or, from time to time, in part, in accordance with the following terms and conditions:
- 40.02 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.
- 40.02.01 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.
- 40.02.02 The Contractor shall also terminate outstanding orders and subcontracts.
- 40.02.03 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.
- 40.02.04 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.

- 40.02.05 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- 40.02.06 When terminated for convenience, the Contractor shall be compensated as follows:
- a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.
 - b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
 - c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
 1. Contract prices for labor, materials, equipment and other services accepted under this Contract;
 2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 3. Reasonable costs of settling and paying legitimate claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.
 4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.
- 40.03 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:
- 40.03.01 If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor for cause upon seven (7) day written notice and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.
- 40.03.02 In such case, the Contractor shall not be paid further until the Work is complete.
- 40.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently

determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 40.02 shall apply.

ARTICLE 41. CONTRACTOR'S INSURANCE

- 41.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.
- 41.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.
- 41.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.
- 41.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with \$1,000,000 per occurrence, \$2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.
- 41.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.
- 41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.
- 41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.
- 41.08 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against

physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.

- 41.09 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
- 41.10 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.
- 41.11 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.
- 41.12 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND

- 42.01 For a Project with an estimated cost of \$200,000.00 or more, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as specifically required in the Contract Documents on the date of execution of the Contract.

ARTICLE 43. RIGHT TO AUDIT PROVISIONS

- 43.01 Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.
- 43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

- 43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 43.04 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.
- 43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

ARTICLE 44. LAWS AND REGULATIONS

- 44.01 Contractor and its employees and representative shall at all times, comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time Work is performed pursuant to the Contract Documents.
- 44.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances or regulations not in existence at the time of signing this Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Contractor shall within fifteen (15) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Construction Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made at Owner's discretion.
- 44.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Contractor shall within fifteen (15) days of discovery of same report the same in writing to Owner who will issue such instructions as may be necessary.

ARTICLE 45. DISPUTE RESOLUTION.

- 45.01 The Owner and Contractor agree that, in the event of a dispute, the parties will attempt to resolve such dispute without litigation and that resolution through mediation procedures will be encouraged.
- 45.02 The existence of a dispute between the parties shall not be the basis of the Contractor unilaterally electing not to continue performance pursuant to the terms of the Contract Documents.

ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES.

- 46.01 The Construction Contract shall be governed by the laws of the State of Florida.
- 46.02 In the event either party institutes litigation regarding or relating to this Contract or for breach of any of its terms all litigation and appeals shall have venue in Broward County, Florida or in the U.S. District Court for the Southern District of Florida.
- 46.03 To the fullest extent permitted by law, Owner, Contractor, and Contractor's Surety do hereby each waive the right to trial by jury in any action or proceeding, including any counterclaims/crossclaims/third (or more remote) party complaints which may be brought by Owner, Contractor, or Surety, jointly and/or severally, arising out of or in any way related to this Construction Contract and/or attendant suretyship including, without limiting the generality thereof, any claim for damages resulting from any act or omission of Owner, Contractor, or Surety, jointly or severally, in any way connected with this Construction Contract.

ARTICLE 47. RIGHTS AND REMEDIES.

47.01 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.

48.01 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.

48.02 If requested by Owner the Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Project Consultant's determination that Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

ARTICLE 49. PUBLIC RECORDS.

49.01 A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
- e. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

49.02 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 40.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2024

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

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

PRODUCER Hylant - Orlando 1025 Greenwood Boulevard Suite 285 Lake Mary FL 32746 License#: 23894 DONBELL-01	CONTACT NAME: Cheryl Dunn PHONE (A/C, No, Ext): 407-740-5550 E-MAIL ADDRESS: orlandocommercial@hylant.com		FAX (A/C, No): 4078783246													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Insurance Company</td> <td>20443</td> </tr> <tr> <td>INSURER B : Valley Forge Insurance Co</td> <td>20508</td> </tr> <tr> <td>INSURER C : At-Bay Specialty Insurance Company</td> <td>29874</td> </tr> <tr> <td>INSURER D : Travelers Cas & Surety of Amer</td> <td>31194</td> </tr> <tr> <td>INSURER E : American Casualty Co of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER F : Continental Insurance Company</td> <td>35289</td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Insurance Company	20443	INSURER B : Valley Forge Insurance Co	20508	INSURER C : At-Bay Specialty Insurance Company	29874	INSURER D : Travelers Cas & Surety of Amer	31194	INSURER E : American Casualty Co of Reading PA	20427	INSURER F : Continental Insurance Company
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COVERAGES **CERTIFICATE NUMBER:** 828424294 **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
F	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		7036460155	1/16/2024	1/16/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 7036459930	1/16/2024	1/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
F	<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			7036460043	1/16/2024	1/16/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7036459829	1/16/2024	1/16/2025	<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
C D E	Cyber Liability D&O Liability Inland Marine/ Rented Equ			AB667338901 0107771691LB 7036460169	1/16/2024 1/16/2024 1/16/2024	1/16/2025 1/16/2025 1/16/2025	Limit 1,000,000 Limit 1,000,000 Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as additional insured under general liability policy when required by written contract.

APPROVED *Rebecca Harrison*
 By Rebecca Harrison at 8:36 am, Apr 09, 2024

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach 100 E Atlantic Blvd Pompano Beach FL 33060	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 <i>Judy K. Wilson</i>

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Manufacturers' General Liability Extension Endorsement**1. ADDITIONAL INSUREDS**

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

Manufacturers' General Liability Extension Endorsement**E. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

20020005570364601557505



Manufacturers' General Liability Extension Endorsement**I. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

Manufacturers' General Liability Extension Endorsement

3. This Paragraph J. also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
 - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
 - c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an **Insured** solely for **bodily injury, property damage or personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. for **bodily injury, property damage, or personal and advertising injury** arising out of the rendering or failure to render any professional service;
2. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor
3. for **bodily injury or property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:
 - a. this **Coverage Part** provides such coverage;
 - b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and
 - c. the **bodily injury or property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

- A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

- B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS** the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

CNA75101XX (1-15)

Page 5 of 14

CONTINENTAL CASUALTY COMPANY

Insured Name: DON BELL SIGNS, LLC

Policy No: 7036460155

Endorsement No: 1

Effective Date: 01/16/2024





T-19-23 Addendum 1

Don Bell Signs, LLC

Supplier Response

Event Information

Number: T-19-23 Addendum 1
 Title: City Signage Production and Installation
 Type: Request for Proposals
 Issue Date: 10/4/2023
 Deadline: 11/8/2023 02:00 PM (ET)
 Notes: The City of Pompano Beach (the "City") and The Pompano Beach Community Redevelopment (the "CRA") are seeking proposals from qualified companies/firms to fabricate, install, and maintain various types of signs for the City and the CRA on an as-needed basis. The City will receive sealed proposals until **2:00:00 p.m. (local), November 8, 2023**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer. Proposer must be registered on the City's eBid System in order to view the Request for Qualifications (RFQ) documents and respond to this RFQ. The RFQ documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

Contact Information

Contact: Antonio Pucci
Address: City Clerk
100 W. Atlantic Avenue
Pompano Beach, FL 33060
Phone: 954 (786) 5574
Email: purchasing@copbfl.com

Don Bell Signs, LLC Information

Address: 365 Oak Place
 Port Orange, FL 32127
 Phone: (386) 763-4744
 Fax: (386) 763-4744
 Email: ableam@donbellsigns.com
 Web Address: www.donbellsigns.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Laura Izzie Enwall

Signature

ienwall@donbellsigns.com

Email

Submitted at 10/31/2023 02:14:35 PM (ET)

Requested Attachments

Proposal Package

Pompano Beach T-19-23.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Bid Attributes

1 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified

2 Drug-Free Workplace

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., indicate that by selecting yes in the drop down menu.

Yes

3 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate yes or no below with the drop down menu.

4 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

 Agree**5 Acknowledgement of Addenda**

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

 Yes



DON BELL SIGNS LLC
365 Oak Place Port Orange FL 32127

Presented By Izzie Enwall
Direct 386-763-4744
Cell 388-647-6421
ienwall@donbellsigns.com

T-19-23

**City Signage
Production and Installation**





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T-19-23 City Signage and Installation





Transmittal Letter

T-19-23
City Signage and Installation





DON BELL SIGNS, LLC

365 Oak Place, Port Orange, FL

800-824-0080

November 2nd, 2023

Antonio Pucci
Pompano Beach
100 W. Atlantic Avenue
Pompano Beach, FL 33060

Please find enclosed a proposal for-
Proposal T-19-23 City Signage Production and Installation

We would like to take a moment to thank you for allowing Don Bell Signs to participate in the bid process of this project.

We at Don Bell Signs, LLC are very excited about this project and hope you find the proposal informative and insightful.

Don Bell Signs, LLC has specialized in Sign Manufacturing and Installation of Signage since 1947. Don Bell Signs is a family run business. For the past 3 generations, we continue our tradition of high quality signage for high profile businesses.

In keeping up with the new industry direction, we are bidding this package with green technology and choose to illuminate your new signs with Solar Power.

Our plant of over 30,000 SQ. FT. in Port Orange, FL is nestled on 3.95 Acres. We are confident we can handle any signage needs you might have. You are welcome to make an appointment to tour our facilities.

Feel free to contact me at (386) 788-8084 if you have questions or require more information

Gary Bell
President
Don Bell Signs, LLC



About Don Bell Signs

T-19-23
City Signage and Installation





PROFILE.

As one of the largest custom sign manufacturers in the Southeast region, **Don Bell Signs** has been specializing in custom sign fabrication and installation for over 76 years. We are a full service sign company located in Port Orange, FL with expertise in design and engineering, permit acquisition, project management, fabrication, installation, and service dedicated in providing high quality products and unparalleled service which sets us apart from our competition.

We employ highly skilled professionals to ensure that our customer's brand is an extension of their company and exceeds their expectations. Over the years, Don Bell Signs has been honored with many awards for our creative signs and was published in Signs of the Times and Signs Illustrated. It is our mission to provide unprecedented quality and service and our reputation is synonymous with quality workmanship, strong business ethics, innovative displays and exceptional service.

It is our intent to bid on the creation, provision, installation, and maintenance of electronic sign panels at various locations at the Florida State Fairgrounds. Our team understands the scope of work and will be 100% committed to your team from the beginning of the project to the final location completion and warranties. We are a company with rich tradition of quality work and more importantly quality service. Since 1947, we have prided ourselves in doing whatever it takes to make and keep the customer satisfied. With sound family financial background, we have plans to be in business for another 70+ years.



History & Growth

Don Bell Signs is a national sign company specializing in custom sign fabrication and installation for more than 76 years.

Founded in 1947 by Don and Florice Bell, Don Bell Signs has grown from a 500-square-foot storefront in Daytona Beach to a 50,000 square foot modern office and production facility, with a separate sign maintenance division that services the entire state of Florida, that is located in Port Orange, Florida.

Despite its development into a national full-service organization, Don Bell Signs has remained a family business. Don and Florices' son Gary Bell Sr, joined the company in 1971 as partner and president. The leadership of Gary Sr. saw the creation of the service division and an expanded line of products. In 2006 when Gary Sr. passed, Gary Bell Jr. took over, and is currently serving as President.

While Don Bell Signs has grown to become one of the largest sign service companies in the Southeast region, the same values of that original Central Florida storefront remain, including our commitment to quality workmanship and strong business ethics.

Our commitment to provide high-quality products and unparalleled service is what sets Don Bell Signs apart from our completion, we are a one stop shop for all your signage needs. Today's products include pylon, monument, channel letters, electronic message centers, scoreboards, video displays, time and temperature displays, stadium displays, architectural signage, environmental graphics, way finding, neon marques, digital and more.

Going beyond design and engineering Don Bell Signs offers turnkey services from conception to completion, including permit acquisition, project management and post-installation maintenance.



TOTAL CURRENT + PLANNED STAFF

Our current staff is 65 employees which is composed of administrative, sales, management, skilled, and non-skilled workers. Our planned staff would consist of two installation crews consisting of four employees; two skilled and two non-skilled.

FIXED HOURLY PERSONNEL

Non-Skilled employee \$60.00 per hour

Skilled employee \$75.00 per hour

This includes all expenses; travel, incidentals, and "other costs".



Ability to Provide Service.

Don Bell Sign's Team for your project



Gary Bell
President



Frank Boanno
Sale Manager



Cecil Ward
Licence Holder



Izzie Enwall
Account Rep/PM



Julie Reilly
Art Director



Tony Rodgerson
Production Manager



Andrew Simso
Install Manager



Dustin Disperia
Engineering



Mike Hanson
Permitting



**Shop Fabricators
And Painters**



Install Technicians



Richard Wiseman
Service Department

- Gary Bell** President Oversees ALL operations and has signing authority
- Cecil Ward** Vice President. License Holder Oversees all electrical manufacturing
- Frank Boanno** Sales Manager Second Contact for project. He will oversee Project Management, Permitting
- Izzie Enwall** Sales, Project Management- Organizing a smooth work flow with all departments and keeping the client informed
- Julie Reilly** Art Director - Oversees all Artists to ensure drawings are detailed for manufacturing.
- Dustin Disperia** In charge of Don Bell's sealed engineering
- Mike Hanson** Permitting -Handles all permitting for signage
- Tony Rodgerson** Oversees all fabrication and Painting. He is responsible for ordering any manufacturing supplies
- Andrew Simso** Installation Manager. Oversees all scheduling, Installations. organizes installers, repelling techs. He is responsible for upkeep equipment. Conducts Safety Inspections
- Richard Wiseman** Oversees the Service department. Programs all LED Boards and installs



Engineer.



Dustin Dipersia
 P.O. Box 238121
 Port Orange, FL 32123
 Phone Number: 808-264-7214
dustin.dipersia@gmail.com

Results-driven Civil Construction Engineer eager to contribute expertise in steering major projects to achieve critical timelines, budgetary guidelines, client specifications, and profit goals toward supporting the employer in maximizing performance as a key team member.

REGISTRATIONS

2015, State of Louisiana Professional Engineer (No. 39549)

2014, State of Florida Professional Engineer (No. 77276)

2013, State of Hawaii Professional Engineer (No. 15819)

CERTIFICATIONS

National Organization of Remediators & Mold Inspectors – State of Florida Mold Assessor (September 2015)

National Organization of Remediators & Mold Inspectors – State of Florida Mold Remediator (September 2015)

FDOT Final Estimate Level I (Dec 2013) & FDOT Final Estimate Level II (Jan 2014)

FDOT Earthwork Construction Inspection Level I (Dec 2013)

Nuclear Gauge Safety Training (Jan 2014)

FDOT Asphalt Paving Level I (Dec 2013) & FDOT Asphalt Paving Level II (Jan 2014)

FDOT Critical Structures Construction Issues (Jan 2014)

FDOT Advanced MOT (Jan 2014)

FDOT QC Manager (Nov 2013)

Traffic Control, Compressed Gas, Personal Protective Equipment, Hazardous Energy, Scaffold/Platform, 2012

Excavation, Confined Space, Fall Protection, Electrical and Ladders, 2012

Mechanically Stabilized Earth Walls & Slopes, 2008

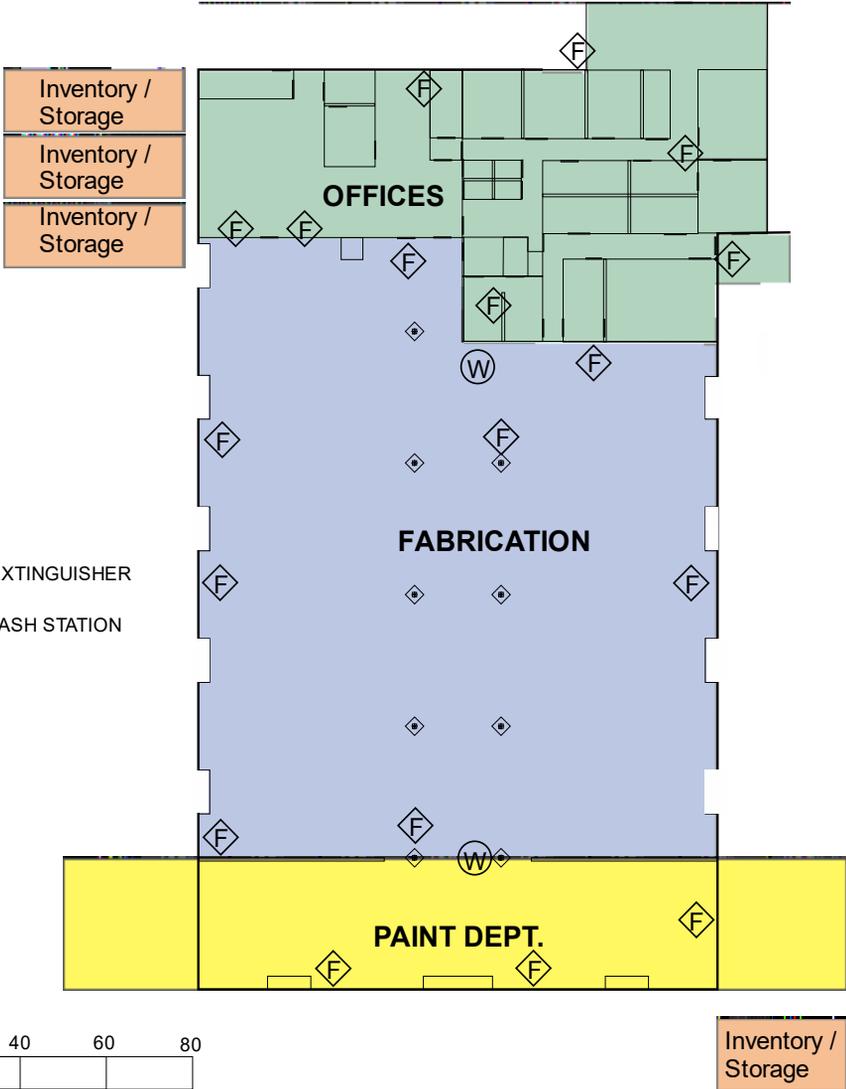
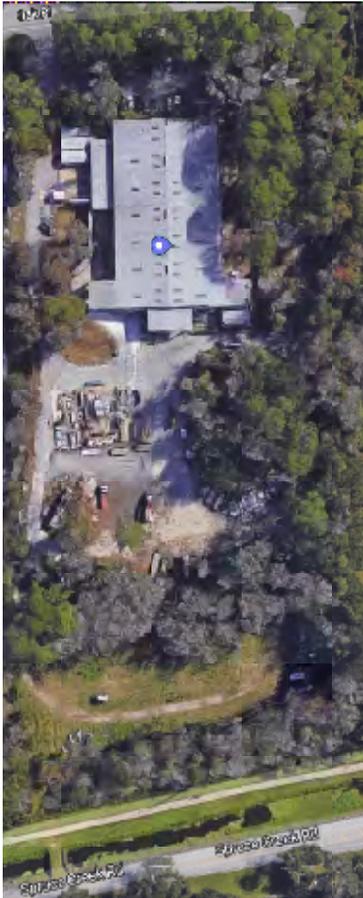
Management & Leadership Skills for Supervisors & Managers, 2006

12th Annual Erosion Control & Geosynthetic Materials Seminar, 2005

Nuclear Testing Equipment; Gauge Operation; Radiological Safety, 2005

Construction Safety & Health; Business Maintenance, 2004

DON BELL SIGNS PLANT LAYOUT WITH FIRE EXTINGUISHER & EYE WASH STATIONS





• TIMEFRAME.

Art/Design Drawings	5-6 Weeks
-Approvals from the city	
-Engineering	
-Permitting	
-Order Materials	
Production/Fabrication	8-10 Weeks
Installation (Weather Permitting)	1-2 Weeks
Estimated Time for Project	12-19 Weeks

Summary of Qualifications

It is Don Bell Signs intent to be 100% committed to your team from beginning of the project to the final location completion and warranties. We are a company with rich tradition of quality work and more importantly quality service. Since 1947, we have prided ourselves in doing whatever it takes to make and keep the customer satisfied. With sound family financial background, we have plans to be in business for another 71 years.

II. Firm Information

1. Contact Info: Don Bell Signs 365 Oak Place Port Orange, FL 32127 386-788-8084
2. Sales Contact: Izzie Enwall ienwall@donbellsigns.com 386-547-6421
3. Proximity to jobsite: 90 miles
4. Form of ownership and years in business: LLC; in business 73 years-incorporated in 2001.
5. Insurance carrier: Brown and Brown General Liability 1,000,000/2,000,000; Auto 1,000,000; Umbrella 5,000,000/5,000,000; Workers Comp 1,000,000 Cyber Liability
6. Average annual revenue: \$6.5 million
7. Main banking reference: Reunion Bank – 3615 Clyde Morris Blvd Port Orange, FL 32127 – Mark Chastain 386-868-0068
8. Personnel Resources: Staci MacDonald smacdonald@donbellsigns.com
9. See references for governmental agencies experience



License Documents

T-19-23
City Signage and Installation



2023 / 2024

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
 Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 198501070083 Expires: September 30, 2024
 Business Location: 385 OAK PL
 Business Name: DON BELL SIGNS LLC
 Owner Name: DON BELL SIGNS LLC
 Mailing Address: 385 OAK PL
 PORT ORANGE, FL 32127

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Electrical Specialty Cont	ES0000146	301ES	1	\$18.00
Manufacturing	ES0000146	301	83	\$225.00
Business Service	ES0000146	471	1	\$22.00
Hazardous Waste 835	ES0000146	835	1	\$50.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID: 07/06/2023
 RECEIPT #: 501797
 TOTAL TAX: \$315.00
 PENALTY: \$0.00
 TOTAL PAID: \$315.00



Business Name: DON BELL SIGNS LLC
 Owner Name: DON BELL SIGNS LLC
 Mailing Address: 385 OAK PL
 PORT ORANGE, FL 32127

Account #: 198501070083 Expires: September 30, 2024
 Business Location: 385 OAK PL



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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



AS A SIGN ELECTRICAL SPECIALIST
WARD, CECIL JESSE
DON BELL SIGNS LLC
5472 WARD LAKE DRIVE
* PORT ORANGE FL 32128 *

LICENSE NUMBER: **ES0000146**

EXPIRATION DATE: **AUGUST 31, 2024**
Always verify licenses online at 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.



2019 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L01000021359

Entity Name: DON BELL SIGNS LLC

Current Principal Place of Business:365 OAK PLACE
PORT ORANGE, FL 32127**Current Mailing Address:**365 OAK PLACE
PORT ORANGE, FL 32127

FEI Number: 59-3761150

Certificate of Status Desired: No

Name and Address of Current Registered Agent:WARD, CECIL J
365 OAK PLACE
PORT ORANGE, FL 32127 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MGRM
Name	BROWN, GEORGE G
Address	365 OAK PLACE
City-State-Zip:	PORT ORANGE FL 32127

Title	SD
Name	PECK, EDWIN JR
Address	2430 S ATLANTIC AVE
City-State-Zip:	DAYTONA BEACH FL 32118

Title	PD
Name	BELL, GARY D
Address	365 OAK PLACE
City-State-Zip:	PORT ORANGE FL 32127

Title	D
Name	BOANNO, FRANK A
Address	365 OAK PLACE
City-State-Zip:	PORT ORANGE FL 32127

Title	D
Name	HANSON, IRWIN R
Address	365 OAK PL
City-State-Zip:	PORT ORANGE FL 32127

<p>Part W-9 Rev. 10/2019 Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>➔ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>																															
<p>1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank.</p> <p>DON BELL SIGNS, LLC</p>																																	
<p>2 Business number (or other entity number) different from above:</p>																																	
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following ever boxes.</p> <p><input type="checkbox"/> Individual sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company (Treat the tax classification of C Corporation, S Corporation, Partnership, or Trust/estate as P.)</p> <p>Note: Check the appropriate box on the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner, unless the owner of the LLC is a partner LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ➔</p>	<p>4 Exemption codes apply only to certain entities. For individuals, see instructions on page 3.</p> <p>Exempt from FATCA reporting: <input type="checkbox"/> 0</p> <p>Exemption from FATCA reporting: <input type="checkbox"/> 1</p> <p>Exemption from FATCA reporting: <input type="checkbox"/> 2</p> <p>Exemption from FATCA reporting: <input type="checkbox"/> 3</p> <p>Exemption from FATCA reporting: <input type="checkbox"/> 4</p> <p>Exemption from FATCA reporting: <input type="checkbox"/> 5</p> <p>Exemption from FATCA reporting: <input type="checkbox"/> 6</p> <p>Exemption from FATCA reporting: <input type="checkbox"/> 7</p> <p>Exemption from FATCA reporting: <input type="checkbox"/> 8</p> <p>Exemption from FATCA reporting: <input type="checkbox"/> 9</p>																																
<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>365 OAK PLACE</p>		<p>Requester's name and address (optional)</p>																															
<p>6 City, state, and ZIP code</p> <p>PORT ORANGE, FL 32127</p>																																	
<p>7 List account numbers (see optional)</p>																																	
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I later. For other entities, it is your employer identification number (EIN) if you do not have a number, see <i>How to get a TIN</i> later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number to Give the Requester</i> for guidelines on whose number to enter.</p>																																	
		<p>Social security number</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align: center;">[]</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: center;">-</td> <td colspan="2"></td> <td colspan="2"></td> <td colspan="2"></td> <td colspan="2"></td> </tr> </table> <p>or</p> <p>Employer identification number</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align: center;">5</td> <td style="width:10%; text-align: center;">9</td> <td style="width:10%; text-align: center;">-</td> <td style="width:10%; text-align: center;">3</td> <td style="width:10%; text-align: center;">7</td> <td style="width:10%; text-align: center;">6</td> <td style="width:10%; text-align: center;">1</td> <td style="width:10%; text-align: center;">1</td> <td style="width:10%; text-align: center;">5</td> <td style="width:10%; text-align: center;">0</td> </tr> </table>	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]			-									5	9	-	3	7	6	1	1	5	0
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		-																															
5	9	-	3	7	6	1	1	5	0																								
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <p>I. The number shown on this form is my correct taxpayer identification number (I am waiting for a number to be issued to me), and</p> <p>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</p> <p>I am a U.S. citizen or other U.S. person (defined below); and</p> <p>I. The FATCA codes entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</p> <p>Certification instructions. You must check one item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part I later.</p>																																	
<p>Sign here</p> <p>Signature of U.S. person ➔ <u>Jeanne B. Brannock</u> Date ➔ <u>Jan 1, 2022</u></p>																																	
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted and whether they will be retroactive, go to www.irs.gov/formw9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN) to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> Form 1099-INT (interest earned or paid) Form 1099-DIV (dividends, including those from stocks of mutual funds) Form 1099-MISC (various types of income, gross, annuity, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third-party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> later.</p>																																	
<p>Oct. No. 102119 Form W-9 (Rev. 10-10-19)</p>																																	



References

T-19-23
City Signage and Installation



- Wayfinding & Gateway Signs



4475 TCH 1 | | Lucerne Ave. | Lake Worth, FL 33460
LakeWorthCRA.org

January 24, 2023

Re: Letter of Recommendation: Don Bell Signs Inc.

To Whom It May Concern:

The Lake Worth Beach Community Redevelopment Agency (CRA) has proudly contracted with Don Bell Signs Inc. since 2018. During that time; Don Bell Signs has been a strong partner in helping the CRA meet all of our way-finding and signage needs. The Lake Worth Beach CRA originally entered into an agreement to produce nearly 100 new way-finding signs valued at almost \$600,000.

It has been a true pleasure working with Gary, Frank, Izzie and the entire staff. Our agency has nothing but high praise for their work ethic, enthusiasm and dedication to providing quality projects. Don Bell Signs is very familiar with the requirements and regulations related to sign manufacturing and installation as well as the necessary procedures with state and local government.

I would recommend Don Bell Signs to all public and private sector clients seeking these types of services. If you would like further information regarding the firms' work with our agency please do not hesitate to contact me at (561) 493-2550 or cdabros@lakeworthbeschfl.gov

Sincerely,



Chris Dabros
Deputy Director
Lake Worth Beach Community Redevelopment Agency (CRA)

From: Hicks, James <jhicks@port-orange.org>
Sent: Wednesday, December 7, 2022 4:19 PM
To: Ron Hatcher <rhatcher@donbellsigns.com>
Subject: Reference

The City of Port Orange went to bid in 2021 to replace a 15+ year old digital sign at the entrance to our City Center complex. This is a highly traveled area in our city and the main entrance to many facilities such as our City Hall, City Hall Annex, Community Center, baseball and soccer fields, our YMCA, and more. Don Bell Signs was the lowest bidder, and it was subsequently awarded to them. The project scope included the following:

- Removal of old sign board
- Installation, programming, and training on new LED sign board
- LED lighting around lettering on the monument wall where the LED sign board is installed
- Ensure that the landscaping around the monument wall is returned to its previous state if damaged

We were delighted with the work that Don Bell Signs performed for us. I was impressed that they could do this project and not disturb any surrounding landscaping. We have received many compliments from residents and council members about the look of the new display. It is bright, easy to read, and displays graphics and video files in a high resolution. We can update the sign remotely via a cloud-based web application from anywhere, allowing us to give permissions to multiple departments within the City to update the content so that it is always new and relevant. The handful of times we have had issues in the last two years, their support technician has responded promptly to correct them.

I would highly recommend Don Bell Signs for any LED sign projects. If you have any questions or want more information, please don't hesitate to contact me at 386-506-5545 or jhicks@port-orange.org.

James Hicks, CPTM
Interim Director of Information Technology
City of Port Orange
(386) 506-5545
jhicks@port-orange.org

References

Sumter County- Wayfinding & Gateway Signs

1. Sign locations throughout Sumter County
2. Design/build, Fabricate, Permit/Engineer, & Install
3. Contact: Jackey Jackson
352-569-6711
7375 Powell Road
Wildwood, FL 34785
Jackey.jackson@sumtercountyfl.gov
4. Dates: 2/2015-9/2015
5. Permitting: County & FDOT
6. Project Size: (58) FDOT signs 4'x 5' and 5'x 6' double and single pole install; (1) decorative monument gateway sign
7. Cost: Original \$225,000 Final \$225,000
8. Engineer: Peak Engineering Dustin Dipersia P.O. Box 238121, Port Orange, FL 32123
808-264-7214 dustin.dipersia@gmail.com

Florida References.

City of Tavares

201 E. Main Street

Tavares, FL 32778

Jacques Skutt 352-742-6416

jskutt@tavares.org



References

Town of Surfside - Wayfinding & Gateway Signs

1. Sign locations throughout the Town of Surfside
2. Design/build, Fabricate, Permit/Engineer, & Install
3. Contact: Chris Rogers
305-648-1267
9293 Harding Ave
Surfside, FL 33154
chris@yazi.com
4. Dates: 7/2012-10/2012
5. Permitting: local municipality
6. Project Size: (17) beach regulatory signs; (4) decorative monument gateway sign; (1) community center sign; (7) decorative parking lot ID signs
7. Cost: Original \$96,820 Final \$99,434
8. Engineer: Econ Services Aaron Biedenbach
beindenbach@Verizon.net 813-655-3373
2272 Jaudon Road
Dover, FL 33527

References

Town of Surfside - Wayfinding & Gateway Signs



Florida References.

Town of Surfside

9293 Harding Ave
Surfside, FL 33154
Chris Rogers 305-648-1267
chris@yazi.com



References

City of Ormond Beach- Gateway/Wayfinding Signs

1. Various locations in Ormond Beach
2. Fabricate, Permit/Engineer, & Install
3. Contact: Paul MacDonald 386-676-3296
22 S. Beach St Ormond Beach, FL 32174
Paul.MacDonald@ormondbeach.org
4. Dates: Wall/Monument Start -3/10/16
Completion - 04/11/16 Wayfinding start
12/21/2011 Completion 2/11/2012
5. Permitting: Local Municipality
6. Project Size: 2 Wall Signs 10' x 12'; 5 Monument
15'x4'; 41 Wayfinding Signs (2011)
7. Cost: Wall/Monuments Original \$52,600 Final
\$52,600; Wayfinding Original \$64,550 Final
\$64,550
8. Engineer: Peak Engineering Dustin Dipersia
P.O. Box 238121, Port Orange, FL 32123
808-264-7214 dustin.dipersia@gmail.com



Florida References.

City of Ormond Beach

22 S. Beach St

Ormond Beach, FL 32174

Paul MacDonald 386-676-3296

Paul.MacDonald@ormondbeach.org



References

City of Tavares- Wayfinding & Gateway Signs

1. Sign locations throughout the City of Tavares
2. Design/build, Fabricate, Permit/Engineer, & Install
3. Contact: Jacques Skutt
352-742-6416
201 E. Main St.
Tavares, FL 32778
jskutt@tavares.org
4. Dates: 2012; additions in 2016
5. Permitting: Local Municipality & FDOT
6. Project Size: (6) FDOT signs; (1) decorative monument gateway sign; 5 FDOT directional signs; 3 directory decorative signs
7. Cost: Original \$177,000 Final \$177,000
8. Engineer: Peak Engineering Dustin Dipersia
P.O. Box 238121, Port Orange, FL 32123 808-264-7214
dustin.dipersia@gmail.com

References

City of Tavares- Wayfinding & Gateway Signs



Florida References.

Embry Riddle Aeronautical University

600 S Clyde Morris Blvd

Daytona Beach, FL 32114

Chris Hardesty 386-226-6512

Chris.Hardesty@erau.edu



References

EMBRAER

1. EMBRAER 2008 General Aviation Drive Melbourne, FL 32935
2. Scope: Design/build, Fabricate, Permit/Engineer, & Install
3. Project Owner: Jim Schlette 276 SW 34th St. Ft. Lauderdale, FL 33315
954-359-3804 jschlette@embraer.com & Katie Hart 2008 General
Aviation Drive Melbourne, FL 32935; 321-984-2775; khart@embraer.com
4. Dates: 4/2013-6/2013
5. Cost: Original \$199,000 Final \$199,000



References

Raymond James Stadium

1. RJS 4201 Dale Mabry Hwy Tampa, FL 33607
2. Scope: Project Manage, Fabricate, Permit/Engineer, & Install
3. Project Owner: Manhattan Construction; David Steger 281-220-9103 dsteger@manhattanconstruction.com Jeff Smith 832-231-2145 Jsmith@manhattanconstruction.com
4. Dates: 5/2016-8/2016; multiple sets of 7' LED Channel letters
5. Cost: Original \$302,605 Final \$302,605



References

Kennedy Space Center Visitor's Complex

1. Kennedy Space Center, SR 405, Titusville, FL32899
2. Scope: Design/build, Fabricate, Permit/Engineer, & Install
3. Project Owner: Whiting Turner 5323 Millennia Lakes Blvd Orlando, FL 321-799-9008 Nathan Vose Nathan.Vose@whiting-turner.com Laura Fenton Laura.Fenton@whiting-turner.com Delaware North Jeffrey Dering jdering@delawarenorth.com Nassal 415 W Kaley St Orlando FL Sara Abeln 407.648.0400, ext. 184 sabeln@nassal.com
4. Dates: 6/2012-2/2013
5. Cost: Original \$500,840 Final \$522,627



Palm Bay Community Center Sign (Rebid)

RFP #05-0-2017/SB

REFERENCES

Proposer shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.

1. Company Name City of West Melbourne - Gateway Signs
 Contact Name and Title Keith Mills
 Address 2240 Minton Rd West Melbourne, FL 32904
 Phone Number 321-837-7778 E-Mail Address kmills@westmelbourne.org
 Length of contract or business relationship: Start Date 8/8/16 End date 11/14/16
 Contract Value \$ \$85,000.
 Description of work provided on this contract 1. Under I-95 over pass
2. Fabricate, Permit/Engineer, & Install
2. Company Name City of Ormond Beach- Gateway/Wayfinding Signs
 Contact Name and Title Paul MacDonald
 Address 22 S. Beach St Ormond Beach, FL 32174
 Phone Number 386-676-3296 E-Mail Address Paul.MacDonald@omondbeach.org
 Length of contract or business relationship: Start Date 3/10/16 End date 04/11/16
 Contract Value \$ \$64,550
 Description of work provided on this contract Various locations in Ormond Beach
2. Fabricate, Permit/Engineer, & Install
3. Company Name Sumter County- Wayfinding & Gateway Signs
 Contact Name and Title Jackey Jackson
 Address 7375 Powell Road Wildwood, FL 34785
 Phone Number 352-569-6711 E-Mail Address Jackey.jackson@sumtercountyfl.gov
 Length of contract or business relationship: Start Date 2/2015 End date 9/2015
 Contract Value \$ \$225,000
 Description of work provided on this contract 1. Sign locations throughout Sumter County
2. Design/build, Fabricate, Permit/Engineer, & Install

STATEMENT OF EXPERIENCE - "SIMILAR" PROJECTS

List all SIMILAR projects your firm has completed. Copy this sheet if additional pages are needed. You must use this form. Attaching a separate listing may cause your bid to be deemed non-responsive and rejected.

Project Name/Location:	City of Savannah Wayfinding	
Project Owner:	City of Savannah	Date Completed: 12/2017
Project Description and Specific Scope: Be Descriptive. Use additional pages.	Don Bell Signs to fabricate and install various wayfinding sign types throughout Savannah.	
Contract Amounts:	Original \$ 104,894.00	At Completion \$ 124,341.00
Briefly Explain Any Variance:	—	
Contact Person:	Marija Bumgarner	
Contact e-mail:	MBumgarner@Savannahga.gov	
Phone Number:	912-525-3100 Ext: 8952	
<hr/>		
Project Name/Location:	Daytona Beach Wayfinding	
Project Owner:	Traffic Control Devices	Date Completed: 6/2017
Project Description and Specific Scope: Be Descriptive. Use additional pages.	Don Bell Signs to fabricate various wayfinding sign types + deliver to client for install.	
Contract Amounts:	Original \$ 172,240	At Completion \$ 172,240
Briefly Explain Any Variance:	—	
Contact Person:	Awilda Nieves	
Contact e-mail:	Anieves@tdc-usa.com	
Phone Number:	407-869-5300	
<hr/>		
Project Name/Location:	Orange County Convention Center/Orlando	
Project Owner:	J. Kokolakis	Date Completed:
Project Description and Specific Scope: Be Descriptive. Use additional pages.	Don Bell Signs to fabricate + install various ADA sign types.	
Contract Amounts:	Original \$ 52,127.00	At Completion \$ 57,845.00
Briefly Explain Any Variance:	—	
Contact Person:	Jacob Parker	
Contact e-mail:	JParker@jkokolakis.com	
Phone Number:	727-942-2211	

References

City of West Melbourne - Gateway Signs

1. Under I-95 over pass
2. Fabricate, Permit/Engineer, & Install
3. Contact: Keith Mills 321-837-7778
2240 Minton Rd West Melbourne, FL 32904
kmills@westmelbourne.org
4. Dates: Start 8/8/16 Completion 11/14/16
5. Permitting: Local Municipality
6. Project Size: 2 Monument Signs 9'2" x 14'
7. Cost: Original \$85,000 Final \$85,000
8. Engineer: Peak Engineering
Dustin Dipersia
P.O. Box 238121, Port Orange, FL 32123
808-264-7214
dustin.dipersia@gmail.com





Tab 6

Project Management



Downtown Titusville Florida
in the 1930's

PROJECT TEAM FORM

COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFQ IN THE EBID SYSTEM.

RFQ # T-19-23

Federal I.D.# 59-3761150

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>Gary Bell</u>	<u>30</u>	<u></u>
Project Manager	<u>Izzie Enwall</u>	<u>30</u>	<u></u>
Asst. Project Manager	<u>Andrew Simso</u>	<u>25</u>	<u></u>
Other Key Member	<u>Frank Boanno</u>	<u>23</u>	<u></u>
Other Key Member	<u>Tony Rodgerson</u>	<u>34</u>	<u></u>

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	<u>NA</u>	<u></u>
Landscaping	<u>NA</u>	<u></u>
Engineering	<u>Peak Engineering & Construction</u>	<u>Dustin Disperia</u>
Other Key Member	<u>NA</u>	<u></u>
Other Key Member	<u>NA</u>	<u></u>
Other Key Member	<u>NA</u>	<u></u>
Other Key Member	<u>NA</u>	<u></u>

(use attachments if necessary)



Don Bell Signs Project Approach

1. Don Bell Signs will meet with client in person or via Zoom/Team Meeting to discuss the project in detail to ensure complete understanding is developed between both parties.
2. Concept drawings will be provided until the final concept is chosen.
3. Construction drawings with correct color and attachment methods will be provided for client review.
4. Color Samples will be manufactured and sent for client approval.
5. A Site Survey is performed by installers to evaluate the install site and any issues that would prevent installation.
6. When we receive approved drawings, it will go to our Engineer to seal.
7. In the meantime, permit documents will be sent to the client for signatures and notary stamps.
8. When we receive the Engineering and permit Documents, the package will be submitted to the appropriate permitting department.
9. Once the permit is issued, we will begin the process of manufacturing.
10. Prior to installation we will call in locates if we are digging.
11. Installation dates are set as "The Week of" This is due to weather and unforeseen delays on other projects that were prior to yours.
12. The install manager and/or Project manager will work together to keep you aware of when installers will be on site.
13. Once installation is complete, Finals are called in.
14. Once the authorities have passed your project as complete and according to code, a warranty will be issued.



REPORTING + PROCEDURES

Project Flow:

For every project we are awarded we conduct a mandatory internal “redline” meeting that is headed up by the dedicated lead Project Manager/Sales Representative. This happens once an internal work order is created and all information has been gathered by the Project Manager/Sales Representative. The meeting includes our Production Manager, Install Manager, Chief Estimator (if needed), Designer (if needed), Quality Control Manager, Job Coordinator, Project Manager/Sales Representative and the President. The job is added to our Job Coordinator’s work in progress (WIP) report, for which a meeting is held every Thursday to go over each project that is reported in our WIP system. Our lead Project Manager/Sales Representative works closely with not just our Job Coordinator but our Production Manager, Install Manager, and Quality Control Manager to see the job through to completion. The Project Manager/Sales Representative will facilitate code research, permit paperwork, permit acquisitions and any necessary engineering if applicable. Each project is assigned a designer who has years of Corel Draw sign design experience which helps expedite if and when a design or a design change is needed immediately. This is extremely useful when time is of the essence and dates need to be met.

Production Flow:

With our 50,000 square foot facility and our 16 shop fabricators, we are most confident that we can handle any innovative project that comes our way. Our staff is available to work 60 hours when needed. Our mission, and policy, is timelines and exceeding the clients’ expectations. When needed, we will incur the additional overtime cost get the job done!

Installation & Service Flow:

We have (6) service trucks running the entire Central Florida area from Tampa to Jacksonville to West Palm. A fleet of (5) installation trucks ranging from 55’ – 110’ in reach. (1) 50’ spider lift, (2) service lighting vans for emergency service if our crews can’t get to the location within 24 hours. (4) standard pick-up trucks and (2) permit vehicles.

PROJECT MANAGER - LAURA IZZIE ENWALL (386) 547-6421

Your Project Manager's Experience

Experience 1-2014/ - Present - Corporate Sales at Don Bell Signs

Responsibilities include;

- * Find Leads, Qualify Leads, Prepare for estimation Department
- * Read Architural Plans and Specifications
- * Attend Pre-Bid Meetings
- * Research Permitting Codes
- * Complete Permitting forms and documents including DOT
- * Project Management of all jobs I sell.
- * Signage Package Design Presentations

9-2010/ - 1/2014 - General Manager Superior Sign Company

Responsibilities include;

- * Estimating (Excel)
- * Purchasing
- * Administration Duties
- * Scheduling
- * Weekly Company Reports
- * Co-ordinationg Sub Contractors
- * Concept Packages for Presentation and Permitting
- * Sales
- * Training Sales Staff
- * Sign Design (Electrical)
- * Obtaining Financing for Clients
- * UL Certification of In house Fab Signs
- * Permitting

PROJECT MANAGER - LAURA IZZIE ENWALL (386) 547-6421

11-2009- 9-2010 Sign Innovations

Responsibilities include;

- * Estimating (Cyrrious)
- * Purchasing
- * Administration Duties
- * Scheduling
- * Weekly Company Reports
- * Co-ordinating Sub Contractors
- * Preparing paperwork for permitting
- * Sales
- * Training Sales Staff
- * Sign Design
- * Attending Networking Events
- * Obtaining Financing for Clients
- * Trade Shows Events
- * In House Production
- * Consulting Owners for business success

06/2007 -11/2009 River City Sign Company Jacksonville Florida- Michael Haney

Director of Operations

Responsibilities included;

- * Estimating
- * Purchasing
- * Managing Employees
- * Scheduling
- * Payroll
- * Interviewing new candidates for positions within the company
- * Preparing paperwork for permitting
- * Obtaining and Handling National Accounts
- * Consultations
- * Obtaining Financing for Clients
- * Sign Design
- * Pre-engineered drawings

Starting out as a decal/banner shop, this company grew into a full service sign shop
A great accomplishment in 18 months.

Awards received "2008 Rookie Company of the Year" - Sign World

LAURA IZZIE ENWALL

(386) 547-6421

Izzie is proficient in the following software Programs

- * Cyprius - 14 years
- * Casper 4 years
- * Corel Draw 29 Years
- * Sign Lab 7 - 16 Years
- * Flexi Sign - 10 years
- * Adobe Photo Shop - 15 years
- * Quick Books 9 years (Contractor Edition)
- * Outlook 20 years
- * Microsoft Office Suite
- * Microsoft Excel
- * Smart Sheet 5 years

Izzie is proficient in the following equipment

- * Roland 640 Versa Camm
- * Roland 540 Versa Camm
- * Roland Vinyl Plotters
- * Graphtec Vinyl Plotter
- * Royal Sovereign Laminators
- * Panel Saws
- * Excaliber

Cross Industries, Inc.
173 Riverwood Terrace
Orange Park, Fl. 32003
May 1, 2008

To whom it may concern:

This letter will serve as a reference for Laura "Izzie" Enwall.

Izzie, while in the employ of Cross Industries dba Sign A Rama was an exemplary associate.

I found her to be reliable, dependable and willing to give 110% of herself to make my business successful.

Izzie is a great teacher who is patient yet holds herself, as well as others, responsible and accountable for their actions. Izzie has a very positive outlook towards herself, others, and any situation that may arise in the course of business, positive and/or negative.

Izzie also uses her own time to accomplish work related tasks. She goes well beyond the "job" mentality. She takes ownership of her work and the business she is helping to succeed. Izzie has the ability to take lemons and turn them into lemonade with both customer and staff associates.

Izzie's professional experience is exceptional. She is excellent working with customers and assisting them in defining their needs and wants. She is knowledgeable about what materials to use; she can design products with most design software, ie Corel, Sign Lab, Flexi Sign, Adobe, etc. Izzie also has excellent skills in producing signs and artistic projects always remembering that it is what the customer wants and not what she personally thinks is acceptable.

Izzie has great command at scheduling work through the job process. She plans well ahead to efficiently and effectively coordinate materials and production of the job at hand.

Izzie has the ability to manage a sign or other advertising operation through her people skills and in depth experience at managing and growing her own business enterprise.

In short, I believe Izzie to be an excellent candidate for any employer. While Izzie is very knowledgeable of the sign industry she also enjoys and seeks opportunity to learn about methods, trends, and happenings in the sign and advertising industry. She enjoys being a student as well as a teacher.

Respectfully yours,

Clete Doll
VP/General Manager
(904) 910-1016

Report Samples



DON BELL SIGNS 800-824-0080 IZZIE ENWALL - Updated Construction Schedule

1700714	Peliminary							Permit				Fabrication		Install				
BELL TOWER	Double Executed Contract	Art Submittals	Revised Art	Samples/Data Submittals	Art submittal Revisions	ALL Final Approvals Received	Engineering Completed	SURVEY	Permitting To Client	Permitting Rec from client	Permitting Submitted (3 weeks)	Permitting Received	Material ordering	Fabrication 19 Weeks	Install	City Inspections	Punch List	Permits Finaled
		4/10/18																
Projected	4/3-4/18			4/23/18	4/23-4/27	5/4/18	5/4/18		4/11/18	4/18/18								
Actual	4/5/18	4/13-DBS	5/30 CD	6/13/18	6/4-DBS	9/5/18	7/18/18	7/27/18	7/2/18	7/9/18	5/10/18							
			6/13 CD	7/11/18	6/26-DBS				Permit Rejected		7/12/18	8/1/18	6/4-10/18					
				9/19/18	7/11-DBS						9/10/18	10/13/18	9/26/2018					
			8/5/18		8/21-DBS								8/13/18					
													11/20/18					
													12/20/18		10/10/18	10/15/18		
	4/6/18	10/9/18	10/11/18	10/15/18	10/16/18	10/18/18	10/29/18								11/20/18	12/20/18	11/1/2018	

365 Oak Place
 Port Orange, FL 32127
 (800) 824-0080

Project: Bell Tower Shopping Center
 WO #1700714
 Sales: Izzie Enwall

BELL TOWER PRODUCTION & INSTALL SCHEDULE

SIGN TYPE	LOCATION	MATERIALS ORDERED	MATERIALS ARRIVED	INSTALL DATES	PRODUCTION START	PRODUCTION FINISH	INSTALL DATES	REQUIREMENTS FOR INSTALL	COMPLETION DATES	WALK THRU DATES	PUNCH LIST ITEMS	LIST COMPLETION DATES	FINAL INSPECTION DATES
Sign Type 10.06 - Secondary Direct	12	09/13/18	9/25/2018		10/23/2018	10/23/2018						TBD	
Sign Type 10.06 - Secondary Direct	13	09/13/18	9/25/2018		10/23/2018	10/23/2018						TBD	
Sign Type 10.06 - Secondary Direct	14	09/13/18	9/25/2018		10/23/2018	10/23/2018						TBD	
Sign Type 10.06 - Secondary Direct	15	09/13/18	9/25/2018		10/23/2018	10/23/2018						TBD	
Sign Type 10.06 - Secondary Direct	16	09/13/18	9/25/2018		10/23/2018	10/23/2018						TBD	
Sign Type 10.08 - Mall Entry Identif	17	09/13/18	9/25/2018		10/24/2018	10/24/2018						TBD	
Sign Type 10.08 - Mall Entry Identif	18	09/13/18	9/25/2018		10/24/2018	10/24/2018						TBD	
Sign Type 10.08 - Mall Entry Identif	19	09/13/18	9/25/2018		10/24/2018	10/24/2018						TBD	
Sign Type 10.08 - Mall Entry Identif	20	09/13/18	9/25/2018		10/24/2018	10/24/2018						TBD	
Sign Type 10.08 - Mall Entry Identif	21	09/13/18	9/25/2018		10/24/2018	10/24/2018						TBD	
Sign Type 10.08 - Mall Entry Identif	22	09/13/18	9/25/2018		10/24/2018	10/24/2018						TBD	
Sign Type 10.09 - Mall Entry Sign	23	09/13/18	9/25/2018		18-Oct							TBD	
Sign Type 10.11 - Restroom Corridor	31	09/13/18	9/25/2018		TBD							TBD	
Sign Type 10.12 - Restrooms Identif	36	09/13/18	9/25/2018		TBD							TBD	
Sign Type 10.13 - Restroom Plaque	32	09/13/18	9/25/2018	10/01/18	10/24/2018							TBD	
Sign Type 10.13 - Restroom Plaque	33	09/13/18	9/25/2018	10/01/18	10/24/2018							TBD	
Sign Type 10.13 - Restroom Plaque	34	09/13/18	9/25/2018	10/01/18	10/24/2018							TBD	
Sign Type 10.13 - Restroom Plaque	35	09/13/18	9/25/2018	10/01/18	10/24/2018							TBD	
Sign Type 10.16 - Service Area Idea	24	09/13/18	9/25/2018		TBD							TBD	
Sign Type 10.16 - Service Area Idea	25	09/13/18	9/25/2018		TBD							TBD	
Sign Type 10.16 - Service Area Idea	26	09/13/18	9/25/2018		TBD							TBD	
Sign Type 10.16 - Service Area Idea	27	09/13/18	9/25/2018		TBD							TBD	
Sign Type 10.16 - Service Area Idea	28	09/13/18	9/25/2018		TBD							TBD	

Existing Backer Boards were not found at time of Survey,





WARRANTY

Project #: 2300750

JOB NAME: Treasure Mart

PROJECT: Replace Faces and retrofit Lighting

OWNER:

CONTRACTOR: Don Bell Signs, LLC

We, Don Bell Signs, LLC, subcontractor for signage, do hereby warrant that the materials furnished and work performed in conjunction with the above referenced project are in accord with Don Bell Signs, LLC contract, and free from defects due to defective materials or workmanship for a period of one year from Date of Substantial Completion. This warranty commences on 04-29-2023 and terminates on 04-29-2024.

SAMPLE

Any defects developed during the warranty period due to improper materials, workmanship or components of the same shall, upon written notice by the Owner be repaired by the Contractor at no expenses to the Owner.

The above shall be deemed to apply to work which has been abused or neglected by the Owner.

Date: 04-04-2023

For: DON BELL SIGNS, LLC

By: _____

Title: _____

Witness

[Handwritten Signature]

The foregoing instrument was acknowledged before me on this _____ day of _____ 2023 and was personally known to me

Signature of Notary: _____

Print Name: Frank Boanno

Commission No.: _____

CORPORATE HEADQUARTERS

365 Oak Place, Port Orange, FL 32127
Phone: 386-738-8084/800-824-0080 Fax: 386-763-4762

Website: DonBellSigns.com

Proud Members of...





Design Services

T-19-23
City Signage and Installation

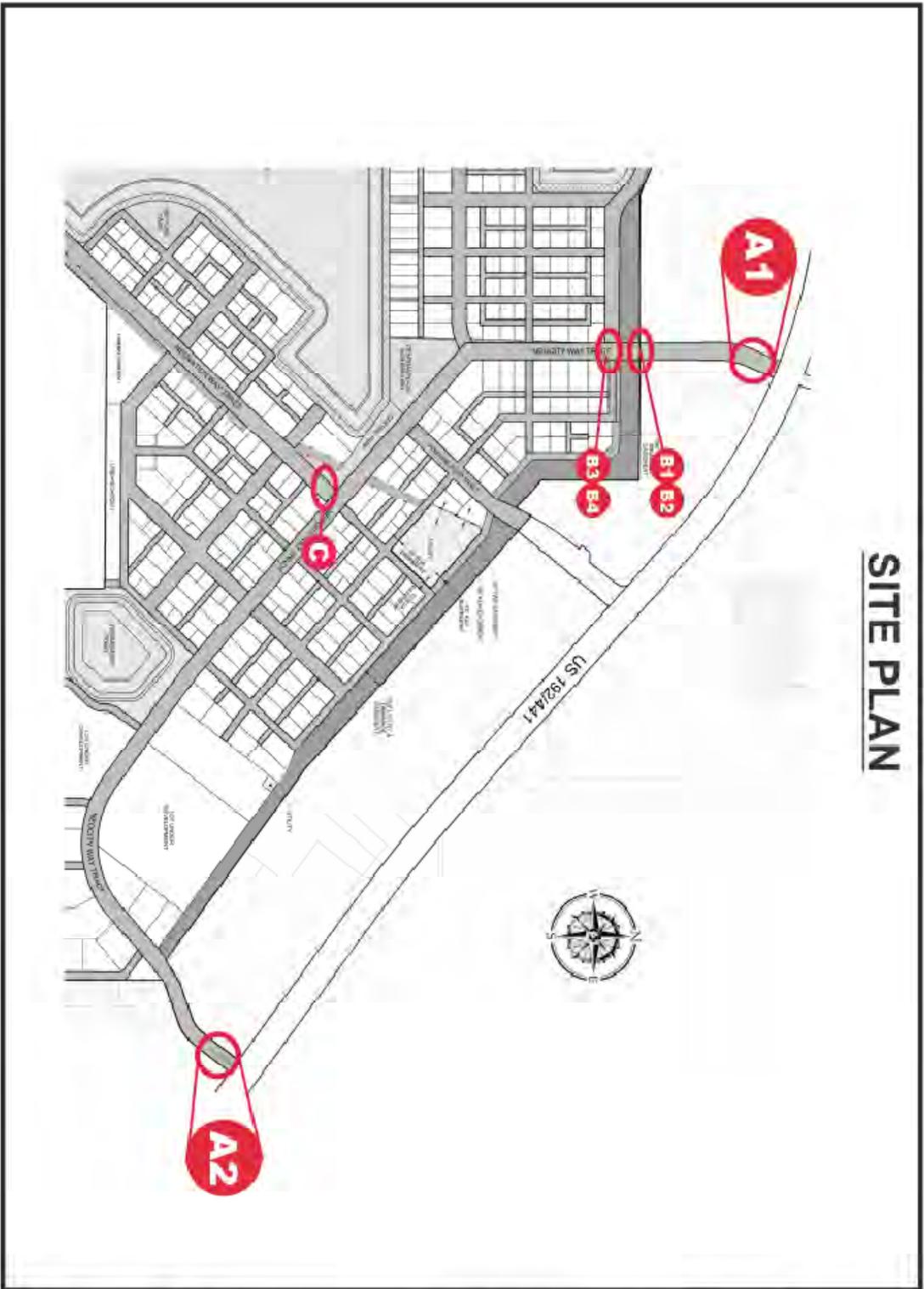




Don Bell does not charge for designs that we are contracted to build. We work closely with the client to make sure their project is a project to be proud of.

We offer material and paint samples for approval before production begins. Engineering will look at this to make sure it meets all the state codes. Our License Holder, Cecil Ward, will oversee to make sure the projects meets all electrical codes.





SITE PLAN

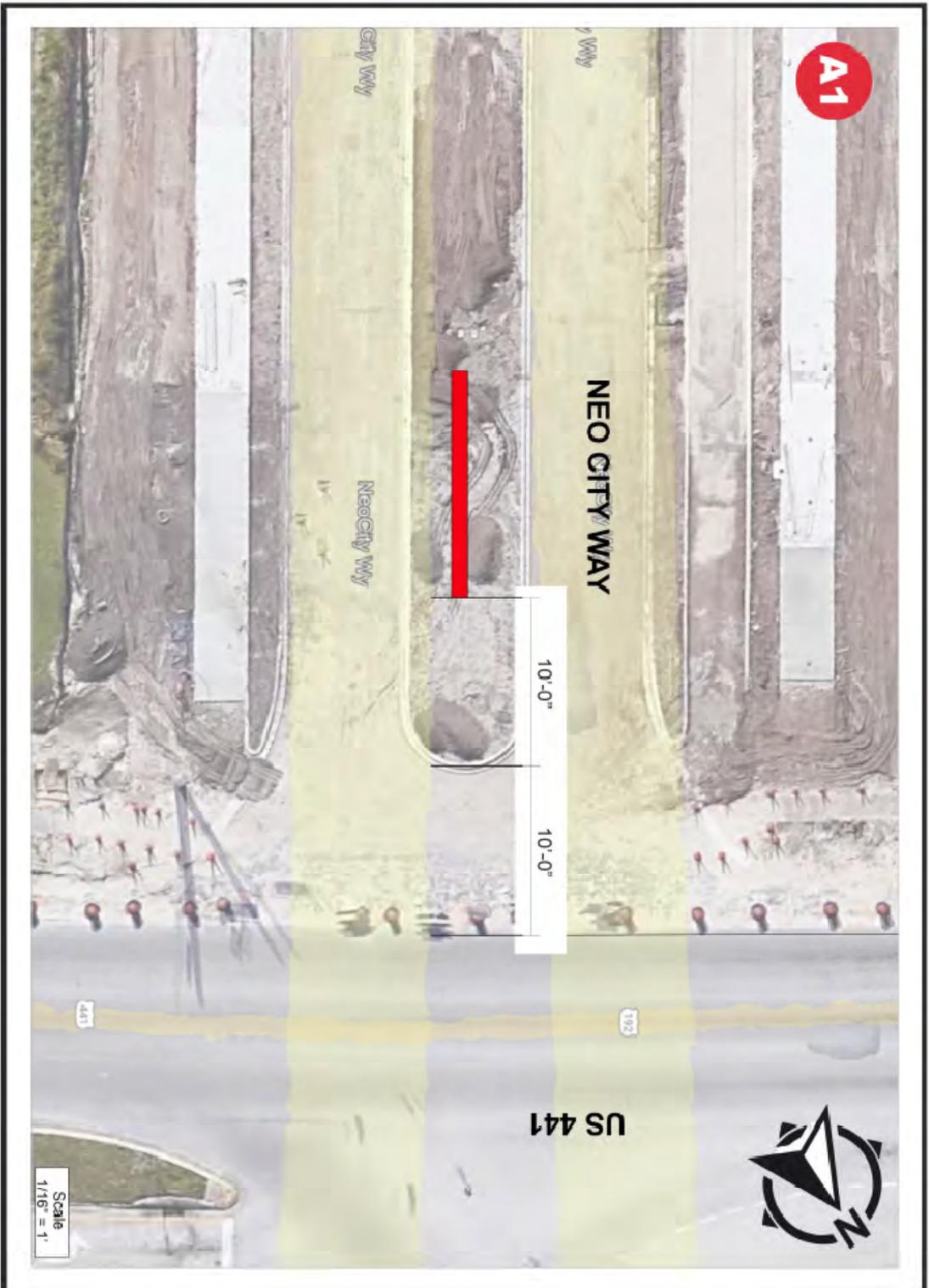
PROJECT # **2200443 R7**
 DATE: 08.28.22
 DRAWN BY: *judson*

PROJECT: **CONCRETE TIE C**
 PROJECT NO: **2200443 R7**
 (SEE SHEET 08.28.22 FOR DETAILS)

PROJECT: **CONCRETE TIE C**
 PROJECT NO: **2200443 R7**
 (SEE SHEET 08.28.22 FOR DETAILS)

PROJECT: **CONCRETE TIE C**
 PROJECT NO: **2200443 R7**
 (SEE SHEET 08.28.22 FOR DETAILS)

PRIMAVERE ELECTRIC BY OTHERS
 This drawing is not for construction or installation. It is intended for informational purposes only. It is not intended to be used for construction or installation. It is not intended to be used for construction or installation. It is not intended to be used for construction or installation.



ISSUE # **2200443 R7**
 DATE **05.28.22**
 DRAWN BY **Justin**
 PROJECT/CLIENT **NeoCity**

BY: **Justin**
 DATE: **05.28.22**
 PROJECT: **NeoCity**

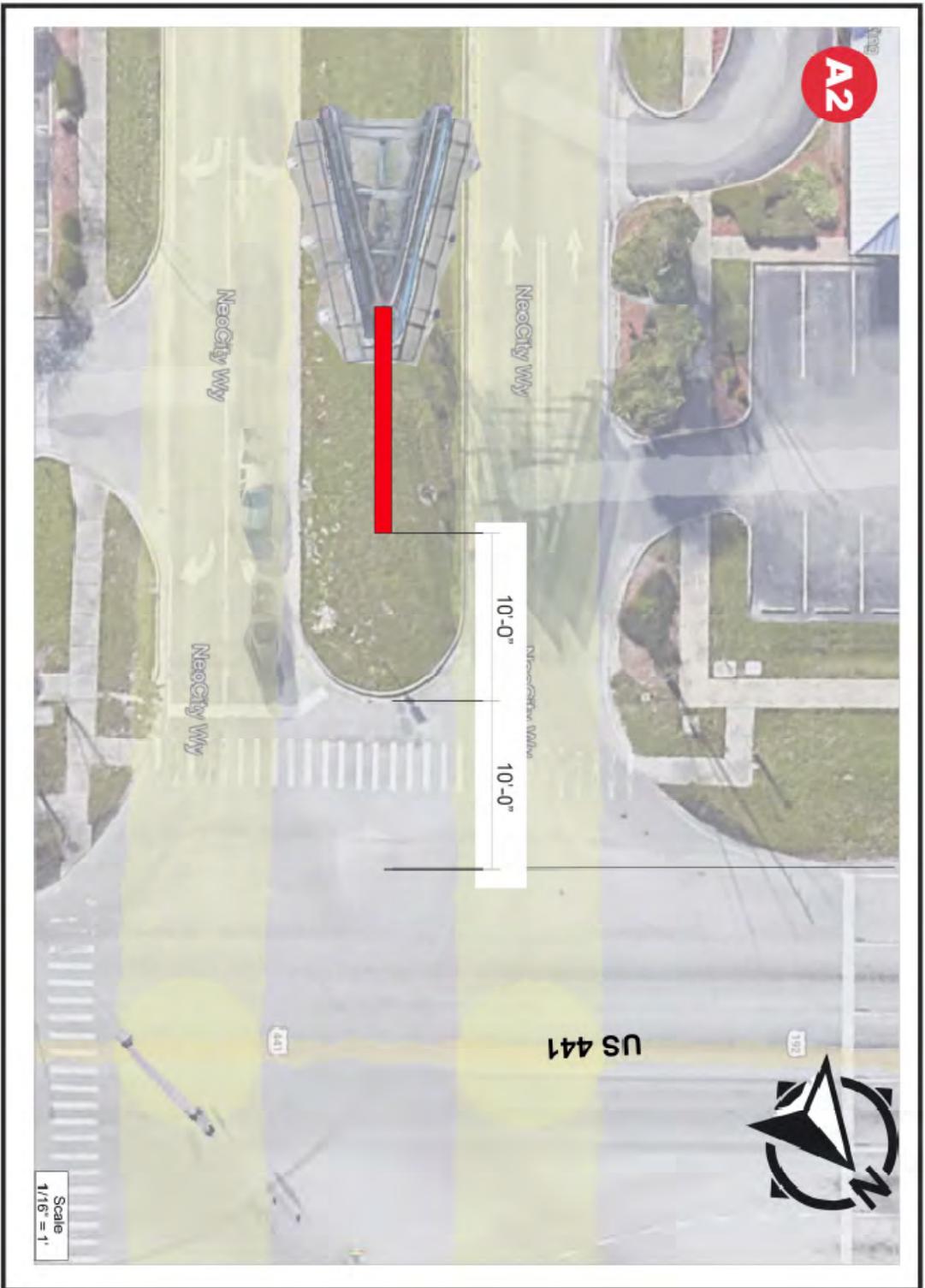
120 Volt
277 Volt
SHEET 2

NeoCity
 Name: **Justin**
 Title: **Electrical**
 Email: **Justin@neocity.com**
 Phone: **708.441.1111**
 Address: **1000 N. LaSalle St., Chicago, IL 60610**

PRIMARY ELECTRIC BY OTHERS

This drawing is not intended for use by anyone other than the primary electrical contractor. The primary electrical contractor is responsible for providing the correct information to the other electrical contractors. The other electrical contractors are responsible for providing the correct information to the primary electrical contractor.

1000 N. LaSalle St., Chicago, IL 60610



Scale
1/16" = 1'



NEOCITY

Project # 2200443 R7
Date: 06.28.22
Customer: *Johnson*

Prepared from: *Sheet*

317 Acct: 111524
All electrical equipment shall conform to the latest edition of the National Electrical Code (NEC) as published by the National Fire Protection Association (NFPA).

ASTM
 120 Volt
 277 Volt

SHEET 3

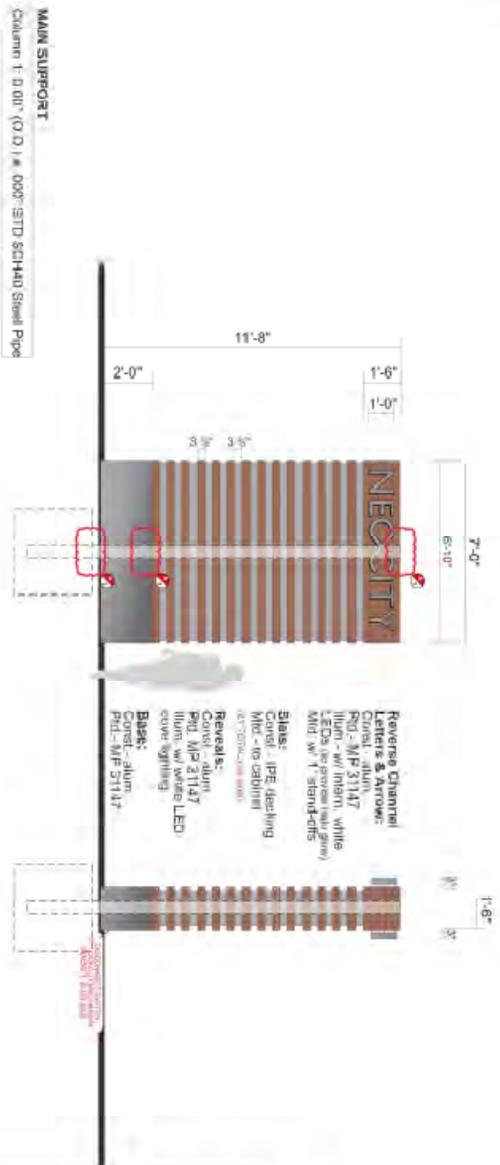
Location: *Iron City*
 Name: *Neocity Way*
 Discipline: *EL*
 Issue Email: *Iron Email*
 At Risk: *At Risk*
 Consultant: *Consulting*

PRIMAVERA ELECTRIC INC OWNER
 This document is the property of Primavera Electric Inc. It is to be used only for the project and site for which it was prepared. It is not to be reproduced, copied, or distributed in any form without the written consent of Primavera Electric Inc.



DON BELL
 ELECTRICAL
 11000 Highway 101
 Iron City, TN 37084
 615-446-1010

Scope of Work:  Don Bell Signs to fabricate & install (1) D/B Monument Signs w/ RGB cover lighting & reverse channel letters as specified.



Elevation of Inter. Illum. Ground Sign
(1) Req'd
Scale: 1/8"=1'

COLOR SCHEDULE

MP-31147  PPE Visual 

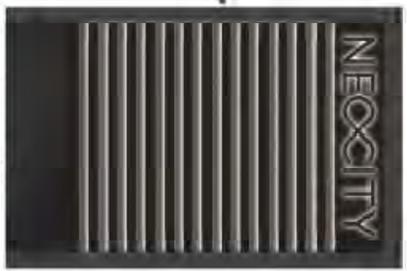
Note: The color of your finished sign will vary slightly from the color shown in this schedule. Please consult the manufacturer of the finish and the manufacturer of your materials for assistance with this item.

Reverse Channel Letters & Arrow:
Control - aluminum
Mtl: MP-31147
Illum: w/ RGB
LEDs (reversible / non-rev)
Mtl: w/ 1" standards

Blaze:
Control - PPE decal
Mtl: (to cabinet)

Reveal:
Control - aluminum
Mtl: MP-31147
Illum: w/ RGB LED cover lighting

Base:
Control - aluminum
Mtl: MP-31147



 All signage to be installed in compliance with National Electrical Code - NEC 2017.

 All signage to be constructed and installed with ETL standards.

Electrical Requirements: 20 amp circuit @ 120V

PRIMARY ELECTRIC BY OTHERS



Sheet #: **2200443 R7**
Date: 06/28/22
Drawing by: *Jacob*

ETL 2000 111589
UL Listed Components and Parts
UL Listed and ETL Listed Components
UL Listed and ETL Listed Components

SHEET 5
120 Volt
277 Volt

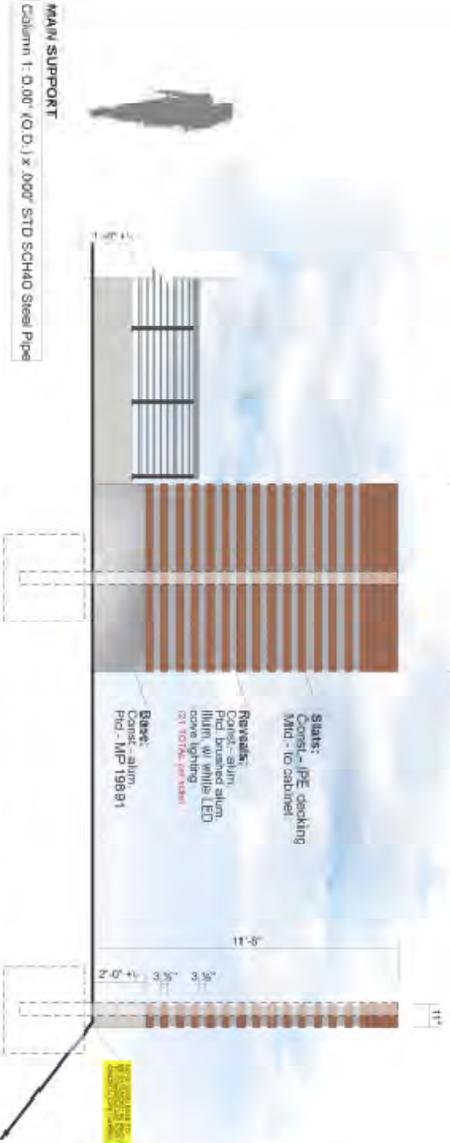
Approved by: _____
Reviewed by: _____
Date: _____
M: _____
C: _____

PRIMARY ELECTRIC BY OTHERS
The contractor shall be responsible for obtaining all necessary permits and for ensuring that all electrical work is done in accordance with the National Electrical Code (NEC) and all applicable local codes and regulations. The contractor shall be responsible for the safety of all personnel and the public during the installation process.



Scope of Work: 3
 Don Bell Signs to fabricate & install (4) D/F Monument Signs w/ RGB cove lighting & reverse Channel letters as specified.

NOTE:
 Max Sq Ft = (180)
 Proposed = 75
 Max Height = 20'-0"
 Proposed = 9'-4"



AUGER FOOTING OPTIONS
 2' dia. footer @ 6" deep (0.00 CY concrete)
 3' dia. footer @ 0' 0" deep (0.00 CY concrete)

COLOR SCHEDULE

MP 31147	MP E Steel
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Note: Materials are your responsibility, review all details and specify Product color, the specifications in this drawing and Project Code, upon the customer's final selection.



ETL All signage to be installed in compliance with National Electrical Code - NEC 2017.
ETL All signage to be constructed and installed with ETL standards.
 Electrical Requirements: 20 amp circuit @ 120V
PRIMARY ELECTRIC BY OTHERS



DESIGN # **2200443R7**
 DATE: **06.28.22**
 DRAWN BY: *Jacob*

ETL Not Attached
 All detailed drawings are subject to change without notice. All drawings are subject to change without notice. All drawings are subject to change without notice.

ATTACHED 120 Volt
 277 Volt

SHEET 6

Revised: (Date) (Time)

PROJECT: **CONCRETE**

PRIMAVERE ELECTRIC BY OTHERS
 This design is for the lighting of existing DON BELL SIGNAGE and shall not be used for any other project without the written permission of the design engineer.





Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR QUALIFICATIONS**

**T-19-23
CITY SIGNAGE PRODUCTION AND
INSTALLATION**

OPENING: NOVEMBER 8, 2023, 2:00:00 P.M.

**Virtual Zoom Meeting
For access go to:**

<https://pompanobeachfl.gov/pages/meetings>

Issued: October 4, 2023

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
T-19-23
CITY SIGNAGE PRODUCTION AND INSTALLATION

The City of Pompano Beach (the “City”) and The Pompano Beach Community Redevelopment (the “CRA”) are seeking proposals from qualified companies/firms to fabricate, install, and maintain various types of signs for the City and the CRA on an as-needed basis.

The City will receive sealed proposals until **2:00:00 p.m. (local), November 8, 2023**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City’s eBid System in order to view the Request for Qualifications (RFQ) documents and respond to this RFQ. The RFQ documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

Introduction

The City and the CRA are seeking to issue one or more contracts to a sign fabrication company to provide sign fabrication, installation, and maintenance for various types of signs for the City and the CRA on an as-needed basis. Potential projects include, but are not limited to, City entryway signs, of various sizes and in different locations. Though it is not a requirement for qualification, the City would be interested in complex led programmable signs.

Attached are samples of projects the City and CRA has potential interest in completing the design, fabrication and installation. These samples are intended to provide Proposers an insight into the potential projects the City and CRA may ask proposers to potentially design, fabricate and install.

Attached with the solicitation are sample contracts, which include a sample continuing service contract, and a construction contract. City reserves the right to negotiate with proposers for alternate terms, formats and variations to these samples that are in the best interest of the City and CRA.

A. Scope of Services

The City intends to issue one or more contracts to a sign fabrication company to provide sign fabrication, installation, and maintenance as described herein.

The work includes but is not limited to fabricating, installing, and repairing signs as needed, as per the sample plans and specifications provided in the bid package.

The sign locations are to be determined.

Signs must be durable, adaptable, reflective, and meet the requirements of all authorities having jurisdiction including Florida department of Transportation's (FDOT's) minimum requirements for pedestrian signs, where deemed necessary.

The sign contractor is responsible for matching all colors, finishes and materials specified in this document and is required to provide City with samples for review and approval prior to full execution. The Sign Contractor, in collaboration with the City and CRA, shall be responsible for verification of all dimensions, engineering, wind load calculations, foundation compliances, and field conditions relative to the project prior to procurement and fabrication. The sign contractor shall verify that signage to be installed within the right-of-way, complies with all authorities having jurisdiction.

The selected vendor will be expected to supply the following: A graphic standards manual to support all sign related graphics, a sign placement plan will be prepared in coordination with the City, County, and FDOT as required, and recommendations for landscaping and maintenance will be provided. Designs that requiring the least amount of maintenance will be favored.

B. Tasks and Deliverables

Tasks and deliverables will be determined per project. Each project shall require a signed Service Order (SO) form from the awarded firm to be provided to the City or the CRA. Forms shall be completed in its entirety and include the agreed upon scope, tasks, schedule, cost, and deliverables for the project Contractor will be required to provide all applicable insurance requirements.

1. As necessary, Contractor shall be responsible for field measuring all dimensions, elevations and conditions as related to the work and work site and shall immediately notify the owner of any discrepancies prior to ordering or fabricating materials or otherwise proceeding with the Work.
2. Contractor shall provide all labor, material, equipment and services required to execute and complete all items of Work as specified or implied herein, including incidental items to affect a finished and complete job, even though such items are not shown or particularly mentioned.

3. All structural work, including material stresses and methods of construction, shall comply with the local Uniform Building Code(s), Occupational Safety and Health Administration (OSHA), and any other governing agencies having jurisdiction.
4. Contractor shall maintain safe public access to and from all building exits at all times.
5. Contractor shall use construction methods that are in strict accordance with manufacturer's specifications.
6. If necessary, Contractor shall, prior to beginning Work, discuss any potential structural issues with the City Engineering Department.
7. Contractor shall maintain premises and public properties free from accumulations of waste materials, debris and rubbish caused by operations.
8. After completion of Work, contractor shall remove all waste materials, rubbish, tools, and surplus materials and clean sight exposed surfaces. Construction site shall be organized and cleaned by contractor on a daily basis.
9. Contractor shall restore to its original condition all site appurtenances damaged under this contract at no additional cost to the owner to include sod and existing landscape. The contractor shall be responsible to take photos before starting the project to document existing conditions at the job site.

C. FDOT Permit

Some signs will have to be approved under a FDOT Community Aesthetic Feature Agreement (CAFA) permit. As a requirement of the permit the Contractor will have to request a pre-construction meeting with the FDOT prior to commencing work and submit a maintenance of traffic (MOT) plan to FDOT for each sign location.

D. Optional Design Services

City and CRA reserve the right to engage in negotiations with selected Contractors for design services within the limitations and guidelines imposed by Florida Statute 287.055, Consultants' Competitive Negotiation Act. Contractors which offer design services are encouraged to provide their qualifications, along with team members and qualified subcontractors under retainer. If the City and CRA deem it to be in their best interest the City and CRA shall negotiate separate Continuing Service Contracts for design services with qualified Contractors.

Selected contractors shall be required to prepare detailed shop drawings that demonstrate qualified engineering and fabrication methodology for the successful implementation of entry monuments, facility signs, wayfinding signs, and informative interactive kiosks. Detailed shop drawings with specification and details shall be submitted to the City of Pompano Beach for review and approval prior to fabrication.

City and CRA make no guarantee that any award will be made for optional design services. City and CRA shall evaluate Contractors for these optional services separately. City and CRA make no guarantee of work should the City and CRA choose to award any contracts for design services.

Optional Design Services may be requested on a not to exceed or lump sum basis. All pricing and fees for Design Services shall be negotiated after qualification in accordance with the guidelines set within Florida Statute 287.055.

E. Term of Agreement/Contract(s)

City and CRA reserves the right to negotiate the contract term and renewal periods with selected vendors. Contracts terms may be up to five (5) years in duration. All contract prices and conditions shall remain firm for the initial period of the contract, and any renewal period, unless agreed upon by the parties.

In the event delivery/service is scheduled to end because of the expiration of this agreement/contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension shall continue until any delivery or services the Contractor has been tasked with by the City or CRA are completed.

F. Qualified Vendor Requirements

Licensing Requirements: Vendor shall have all applicable License required by code.

The qualifying vendor shall have been licensed and operated business, based in South Florida for at least twenty (20) years and shall be certified in the following areas:

- Crane Operation
- Rappelling
- CDL
- UL
- Stage/Scaffold
- Solar Lighting
- Welding

The company shall have at least ten (10) or more payroll employees in house as well as a team of in-house Permit Expeditors.

Own or lease fleet of trucks or lifts (85' preferred) with crane certification.

Brokering fabrication and installation is prohibited on this contract.

All fabricated signage to include a four (4) year warranty on parts, equipment, connectors and other related materials.

Vendor will provide a list of three (3) to five (5) projects with similar scope (Project name, location, time frame, cost and completion date – drawing and photo of completion).

For optional design services contractors must have a staff of engineers in house or on retainer

G. Required Proposal Submittal

Sealed proposals must be submitted electronically through the eBid System on or before the due date and time indicated previously. The Proposer shall upload its response as one (1) file to the eBid System. The financial statements should be uploaded as a separate file from the proposal to the Response Attachments tab in the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB, the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal:

In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below.

Title Page:

Show the project name and number, the name of the Proposer's company/firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly explain the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make decisions for the Proposer, title(s), office and E-mail addresses and telephone numbers. Please limit this section to two (2) pages.

Proposal:

Proposer shall include all information relating to their firm's experience, expertise and fabrication and installation approach. Also include detail qualifications of staff, as described in Section E – Qualification of Proposers. This section shall contain all relevant information that the City and CRA evaluation, excluding fees and costs. Proposers are encouraged to ensure they pay close attention to the Evaluation Criteria listed below when putting together the contents of this section. This includes experience, expertise, fabrication and installation approach.

References:

Submit a client reference list, including the name of contact, company/firm and/or governmental entity, address, telephone number and type of service provided to each reference. Submit at least two (2) references from past venues and contracts used by proposer's organization, letters of awards and succession programs.

Optional Design Services:

Proposers are to provide applicable experience, qualifications, references and staff and or subcontractors that will be used for these services, and their qualifications and experience.

No pricing is to be provided for these optional services. All information for proposed optional services must be clearly separate from the rest of the proposal.

City Forms:

The RFQ Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

H. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for the agreement/contract by the City and the CRA. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgrade ability will expedite the review process to determine the most qualified Proposer.

The Contractor(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City's Risk Manager.

If you are responding to this RFQ and have questions regarding the insurance requirements hereunder, please contact the City's General Services Department at (954) 786-4098. If the agreement/contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City and CRA staff responsible for oversight of the subject project/agreement/contract.

Contractor is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City and the CRA as an additional insured on all such coverage.

Throughout the term of the agreement/contract, City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any insurance policies required by the agreement/contract, including limits, coverages or endorsements. The City and the CRA reserve the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under the agreement/contract.

Throughout the term of the agreement/contract, Contractor and all subcontractors or other agents hereunder, shall, at its sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the

company/firm (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance

- a. Naming the City of Pompano Beach and Pompano Beach Community Redevelopment Agent as an additional insured as City's and CRA's interests may appear, on General Liability Insurance only, relative to claims, which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this agreement/contract.
- b. Such liability insurance shall include the following checked types of insurance and indicated minimum policy limits:

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
___ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
XX sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
___ liquor legal liability	

AUTOMOBILE LIABILITY:

XX Minimum \$10,000/\$20,000/\$10,000

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

___ other than umbrella bodily injury and \$1,000,000 \$1,000,000

property damage
combined

For Optional Design Services, Contractors must carry:

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims made basis

—	environmental/pollution liability	
	\$1,000,000	/\$1,000,000

CYBER LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

—	\$1,000,000	/\$1,000,000
---	-------------	--------------

- __ Network Security / Privacy Liability
- __ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
- __ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)
- __ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

- 3. Employer's Liability. Contractor and all subcontractors shall, for the benefit of its employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
- 4. Policies: Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:

- a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage;
 - c. Effective and expiration dates of policies; and
 - d. A provision in all policies affording City and the CRA thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City and the CRA.
 6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City and the CRA, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then, Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such agreement/contract on a pre-loss basis.
 7. The Contractor shall furnish to the City and the CRA the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

I. Selection/Evaluation Process

A Selection/Evaluation Committee (the "Committee") will be appointed to select the most qualified company(ies)/firm(s). The Committee will present its findings to the City Commission and CRA Board.

Proposals will be evaluated using the following criteria:

	Criteria	Point Range	Score
1	Experience: The firm's past experience and performance on comparable projects	0-30	
2	Expertise: The quality of the firm's professional personnel to be assigned to the project	0-30	
3	Fabrication and installation approach: Quality of past projects and the extent the proposed goods and services meet the City's needs. Thought given to the costs associated with the long-term cost maintaining the proposed signs	0-25	
4	References: Include the delivered product and itemized cost breakdowns	0-15	
Total		0-100	

Financial statements or other financial information that are required as submittals to prequalify for an RFQ will be exempt from public disclosure; however, financial statements or other financial information submitted to prequalify for an RFQ, and were not required by the City and the CRA, may be subject to public disclosure.

Value of Work Previously Awarded to Company/Firm (Tie-breaker) - In the event of a tie, the company/firm with the lowest value of work as a prime contractor on City and CRA projects within the last five (5) years will receive the higher ranking, the company/firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company's/firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet the company's/firm's representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the Committee shall furnish the City Commission and the CRA Board (for its approval) a listing, in ranked order, of no fewer than three companies/firms deemed to be the most highly qualified to perform the service. If three or less companies/firms respond to this RFQ, the list will contain the ranking of all responses.

The City Commission and the CRA Board has the authority to (including, but not limited to): approve the recommendation; reject the recommendation and direct staff to re-advertise the RFQ; or, review the responses itself and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission and the CRA Board.

J. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and the CRA and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City and the CRA or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City and the CRA or any of its officers, agents or employees.

K. Right to Audit

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City's and CRA's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's and the CRA's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by City or CRA to Contractor pursuant to the agreement/contract.

The City's and the CRA's agent or authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The City's and the CRA's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

L. Retention of Records and Right to Access

The City and the CRA are public agencies subject to, Florida Statutes Chapter 119. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City and the CRA in order to perform the service;
2. Upon request from the City's and the CRA's custodian of public records, provide the City and the CRA with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City and the CRA; and

Upon completion of the agreement/contract, transfer, at no cost to the City and the CRA, all public records in possession of the Contractor, or keep and maintain public records required by the City and the CRA to perform the service. If the Contractor transfers all public records to the City and the CRA upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City and the CRA, upon request from the City's and the CRA's custodian of public records in a format that is compatible with the information technology systems of the City.

M. Communications

No negotiations, decisions, or actions shall be initiated or executed by the company/firm as a result of any discussions with any City or CRA employee. Only those communications, which are in writing from the City and the CRA, may be considered as a duly authorized expression on behalf of the City and the CRA. In addition, only those communications, which are in writing and signed from an authorized designee of the company/firm, will be recognized by the City and the CRA as duly authorized expressions on behalf of the company/firm.

N. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any agreement/contract with the City and the CRA.

O. Independent Contractor

The Contractor will conduct business as an independent contractor under the terms of the agreement/contract. Personnel services provided by the company/firm shall be by employees of the company/firm and subject to supervision by the company/firm, and not as officers, employees, or agents of the City and the CRA. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under the agreement/contract shall be those of the company/firm.

P. Staff Assignment

The City and the CRA reserve the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

Q. Agreement/Contract Terms

The agreement/contract resulting from this RFQ shall include, but not be limited to the following terms:

The agreement/contract shall include as a minimum, the entirety of this RFQ, together with the Contactor's Proposal. Agreement/Contract shall be prepared by the City or CRA Attorney.

If the City or CRA defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the Contractor, its employees, agents or servants during the performance of the agreement/contract, whether directly or indirectly, Contractor agrees to reimburse the City and the CRA for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

R. Waiver

It is agreed that no waiver or modification of the agreement/contract resulting from this RFQ, or of any covenant, condition or limitation contained in it shall be valid unless it is

in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the agreement/contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as previously provided. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

S. Survivorship Rights

The agreement/contract resulting from this RFQ shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

T. Manner of Performance

Proposer agrees to perform its duties and obligations under the agreement/contract resulting from this RFQ in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the agreement/contract resulting from this RFQ shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within its designated duties. Proposer agrees to furnish the City and the CRA with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of the agreement/contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of agreement/contract.

U. Acceptance Period

Proposals submitted in response to this RFQ must be valid for a period no less than one hundred and twenty (120) days from the closing date of this RFQ.

V. RFQ Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to the City on or before the time and date written herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFQ as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

The Proposal shall not contain any alteration to the RFQ posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of RFQ documents was obtained from the eBid System

or from the Purchasing Division of the General Services Department only and no alteration of any kind has been made to the RFQ. Exceptions or deviations may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFQ. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFQ, reject all proposals, or reject and resolicit, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award agreement/contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City and the CRA shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

W. Standard Provisions

1. Governing Law

Any agreement/contract resulting from this RFQ shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement/contract will be in Broward County, Florida.

2. Licenses

In order to perform public work, the Contractor shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor and Business Licenses if required by state statutes or local ordinances.

3. Conflict of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the company/firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to, Section 112.313, Florida Statutes.

4. Drug Free Workplace

The Contractor will be required to verify it will operate a "Drug Free Workplace" as set forth in Section 287.087, Florida Statutes.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a agreement/contract to provide any goods or services to a public entity, may not submit a proposal on a agreement/contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under agreement/contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and its surety shall indemnify and hold harmless the City and the CRA from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City and the CRA from any cost, expense, royalty or damage, which the City and the CRA may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the Contractor will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFQ. Ignorance on the part of the company/firm will in no way relieve the company/firm from responsibility.

9. Withdrawal of Proposals

A Proposer may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the

City of Pompano Beach, General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Proposers are required to commit that the principals and personnel named in the proposal will perform the services throughout the agreement/contract term unless otherwise provided for by way of a negotiated agreement/contract/written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City and the CRA in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Section 218, Florida Statutes, payment will be made within forty-five (45) days after receipt of a proper invoice.

12. Public Records

- a. The City and the CRA are public agencies subject to, Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - i. Keep and maintain public records required by the City and the CRA in order to perform the service;
 - ii. Upon request from the City's and the CRA's custodian of public records, provide the City and the CRA with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in, Section 119, Florida Statutes or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City and the CRA; and
 - iv. Upon completion of the agreement/contract, transfer, at no cost to the City and the CRA, all public records in possession of the Contractor, or keep and maintain public records required by the City and the CRA to perform the service. If the Contractor transfers all public records to the City and the CRA upon completion of the agreement/contract, the

Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City and the CRA, upon request from the City's and the CRA's custodian of public records in a format that is compatible with the information technology systems of the City.

- b. Failure of the Contractor to provide the above-described public records to the City and the CRA within a reasonable time may subject Contractor to penalties under, Section 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE AWARDED PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

X. Questions and Communication

All questions regarding this RFQ are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled RFQ opening. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this RFQ in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this RFQ.

Y. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this RFQ, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to check the eBid System or to contact the Purchasing Division of the General Services Department at

purchasing@copbfl.com to determine if addendum was issued and to make such addendum a part of its proposal. Any Addendum will be posted to this RFQ in the eBid System.

Z. Contractor Performance Report

The City and the CRA will utilize the Contractor Performance Report to monitor and record the Contractor's performance for the work specified by the agreement/contract. The Contractor Performance Report has been included as an attachment to this RFQ.

PROPOSER INFORMATION FORM

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFQ IN THE EBID SYSTEM.

To: The City of Pompano Beach, Florida

The below named company/firm hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFQ. I have read the RFQ and all attachments, including the specifications, and fully understand what is required. By submitting this proposal. I will accept agreement/contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFQ IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Proposer's Name: _____

Vendor FEIN: _____

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of the Proposer, I hereby certify by selecting the box below that the company responding to this RFQ is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this RFQ is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to Sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFQ IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) 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) 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) 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) 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) 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 an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

I Certify: _____

CONFLICT OF INTEREST

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFQ IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.

No ___ Yes ___

Contractor Performance Report

	<p>City of Pompano Beach, Purchasing Division 1190 N.E. 3rd Avenue, Building C Pompano Beach, Florida, 33060</p>
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CITY OF POMPANO BEACH CONTRACTOR PERFORMANCE REPORT

1. Report Period: from _____ to _____
2. Contract Period: from _____ to _____
3. RFQ# & or P.O.#: _____
4. Contractor Name: _____
5. City Department: _____
6. Project Manager: _____
7. Scope of Work (Service Deliverables): _____

Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	(Note: For Construction Projects Only)
SCORE	_____	ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customer's expectations are exceeded.

*CITY OF POMPANO BEACH,
FLORIDA*

PROFESSIONAL CONSULTING AGREEMENT

with



*CONTINUING CONTRACT FOR ENGINEERING SERVICES
for*

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract is made on _____, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and [Insert Consultant's Name here] a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. [REDACTED] attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be [REDACTED]

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – TERM

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations as negotiated.

The Term of this Contract shall be for an initial period of five (5) years from the date of execution by both the City and the Consultant.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Work Authorization basis. Each work authorization shall specifically identify the scope of the work to be performed and the fees for said services. As set forth in RLI No. E-11-18, professional services under this contract will be restricted to those required for any project for which construction costs will not exceed four million dollars (\$4,000,000.00), and for any study activity fees shall not exceed five hundred thousand dollars (\$500,000.00).

C. Fee Determination. Each individual Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Work Authorization shall not exceed specified amounts for all services and materials including “out of pocket” expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City’s Representative in writing when 90% of the “not to exceed amount” for the total Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City’s obligation to pay Consultant, but does not include a limitation upon Consultant’s duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City’s Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. In addition to detailed invoices, upon request of the City’s representative, Consultant shall provide City with detailed periodic Status Reports on the project. All invoice payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City’s receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Consultant payment for work performed within forty five (45) days for all goods and services provided.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Consultant written notification of any such disputed charge. Consultant shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City’s notice of the disputed amount

In the event City has a claim against Consultant for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 3, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant, and/or Consultant's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice. In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

City shall have the right to terminate this Contract, in whole or in part, for convenience, cause, default or negligence on Consultant's part, upon ten (10) business days advance written notice to Consultant. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Consultant's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's

written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately and Consultant shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Consultant for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 3 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Contract may be extended until said Work is completed and accepted by City.

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the degree exercised by consultants performing the same or similar services in the same location at the time the services are provided.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the

expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

A. Consultant shall at all times indemnify, hold harmless the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused by any negligent act, omission, breach, recklessness or misconduct of Consultant and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and/or employees, in the performance of services of this contract. To the extent considered necessary by City, any sums due Consultant hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Consultant acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Consultant. The parties agree that one percent (1%) of the total compensation paid to Consultant hereunder shall constitute specific consideration to Consultant for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Contract.

C. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law, as amended. Specifically, the Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Consultant to provide the above described public records to the City within a reasonable time may subject Consultant to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. All personal pronouns used in this Contract shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$75,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:**ARTICLE 27 – OWNERSHIP OF DOCUMENTS**

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

ARTICLE 28 – PROMOTING PROJECT OBJECTIVES

Consultant, its employees, subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of the projects. Consultant shall take all reasonable measures necessary to effectuate these assurances. In the event Consultant determines it is unable to meet or promote the goals and objectives of the projects, it shall immediately notify the City and the City, may then in its discretion, terminate this Contract.

ARTICLE 29 – PUBLIC ENTITY CRIMES ACT

As of the full execution of this Contract, Consultant certifies that in accordance with §287.133, Florida Statutes, it is not on the Convicted Vendors List maintained by the State of Florida, Department of General Services. If Consultant is subsequently listed on the Convicted Vendors List during the term of this Contract, Consultant agrees it shall immediately provide City written notice of such designation in accordance with Article 26 above.

ARTICLE 30 – GOVERNING LAW

This Contract must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

ARTICLE 31 – EMPLOYMENT ELIGIBILITY

By entering into this Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination.

ARTICLE 32 - BINDING EFFECT

The benefits and obligations imposed pursuant to this Contract shall be binding and enforceable by and against the parties hereto.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

"CITY"

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

“CONSULTANT”

Name of Consultant

Witnesses:

Signature

By: _____
Name, Title

Name Typed, Printed or Stamped

Signature

Name Type, Printed or Stamped

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by [Name], as [Title] of [Name of Consultunat], a foreign profit corporation, authorized to do business in Florida, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Cultural Center



Tonight
MONTAGE
a film series







Pompano Beach
Gateways

Design Intent

January 16, 2023



P.O. Box 1465
961 Main St.
Ouray, CO 81427
aviadg.com

PROGRAM ELEMENTS

Code	Name	Swatch	Specification	Description / Comments	Manufacturer
PAINT & INK					
P1	Dark Blue		Pantone 7462C C=100, M=71, Y=22, K=5	Color match for Matthews Polyurethane Clear Coat Satin Paint, 3M™. All painted surfaces shall be coated with a semi-gloss UV clear coat in compliance with Matthews Paint's recommended standard. (or approved equal)	TBD
P2	Light Blue		Pantone 7469C C=73, M=27, Y=21, K=0	Color match for Matthews Polyurethane Clear Coat Satin Paint, 3M™. All painted surfaces shall be coated with a semi-gloss UV clear coat in compliance with Matthews Paint's recommended standard. (or approved equal)	TBD
P3	Dark Green		Pantone 348C C=97, M=22, Y=100, K=9	Color match for Matthews Polyurethane Clear Coat Satin Paint, 3M™. All painted surfaces shall be coated with a semi-gloss UV clear coat in compliance with Matthews Paint's recommended standard. (or approved equal)	TBD
P4	Light Green		Pantone 346C C=56, M=0, Y=53, K=0	Color match for Matthews Polyurethane Clear Coat Satin Paint, 3M™. All painted surfaces shall be coated with a semi-gloss UV clear coat in compliance with Matthews Paint's recommended standard. (or approved equal)	TBD
P5	Yellow		Pantone 130C C=3, M=38, Y=100, K=0	Color match for Matthews Polyurethane Clear Coat Satin Paint, 3M™. All painted surfaces shall be coated with a semi-gloss UV clear coat in compliance with Matthews Paint's recommended standard. (or approved equal)	TBD
P6	Black		Black C=0, M=0, Y=0, K=100	Color match for Matthews Polyurethane Clear Coat Satin Paint, 3M™. All painted surfaces shall be coated with a semi-gloss UV clear coat in compliance with Matthews Paint's recommended standard. (or approved equal)	TBD
P7	White		White C=0, M=0, Y=0, K=0	Color match for Matthews Polyurethane Clear Coat Satin Paint, 3M™. All painted surfaces shall be coated with a semi-gloss UV clear coat in compliance with Matthews Paint's recommended standard. (or approved equal)	TBD

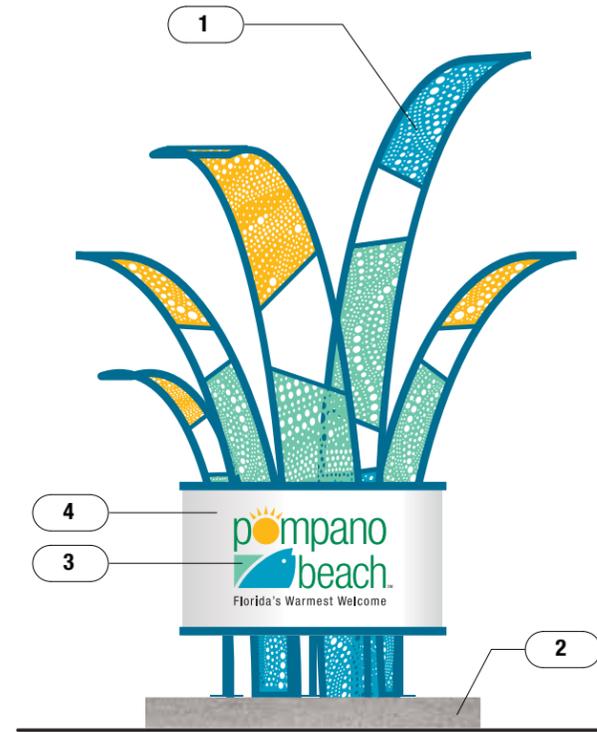
Colors used for the City of Pompano Beach's brand and wayfinding system are represented by Pantone and CMYK formulas. Unless otherwise specified, all finish colors shall be formulated to match the color specifications in this schedule. All product specifications are recommended for performance and quality but may be substituted with approved equals.

STRUCTURAL DRAWINGS

1. Fabricated aluminum frond with powder coated surfaces
2. Concrete foundation/fountain structure
3. Fabricated aluminum letters, pin-mounted to aluminum face
4. Curved aluminum base panel



1 Front Elevation - G1
Scale: 1/4"=1'-0"

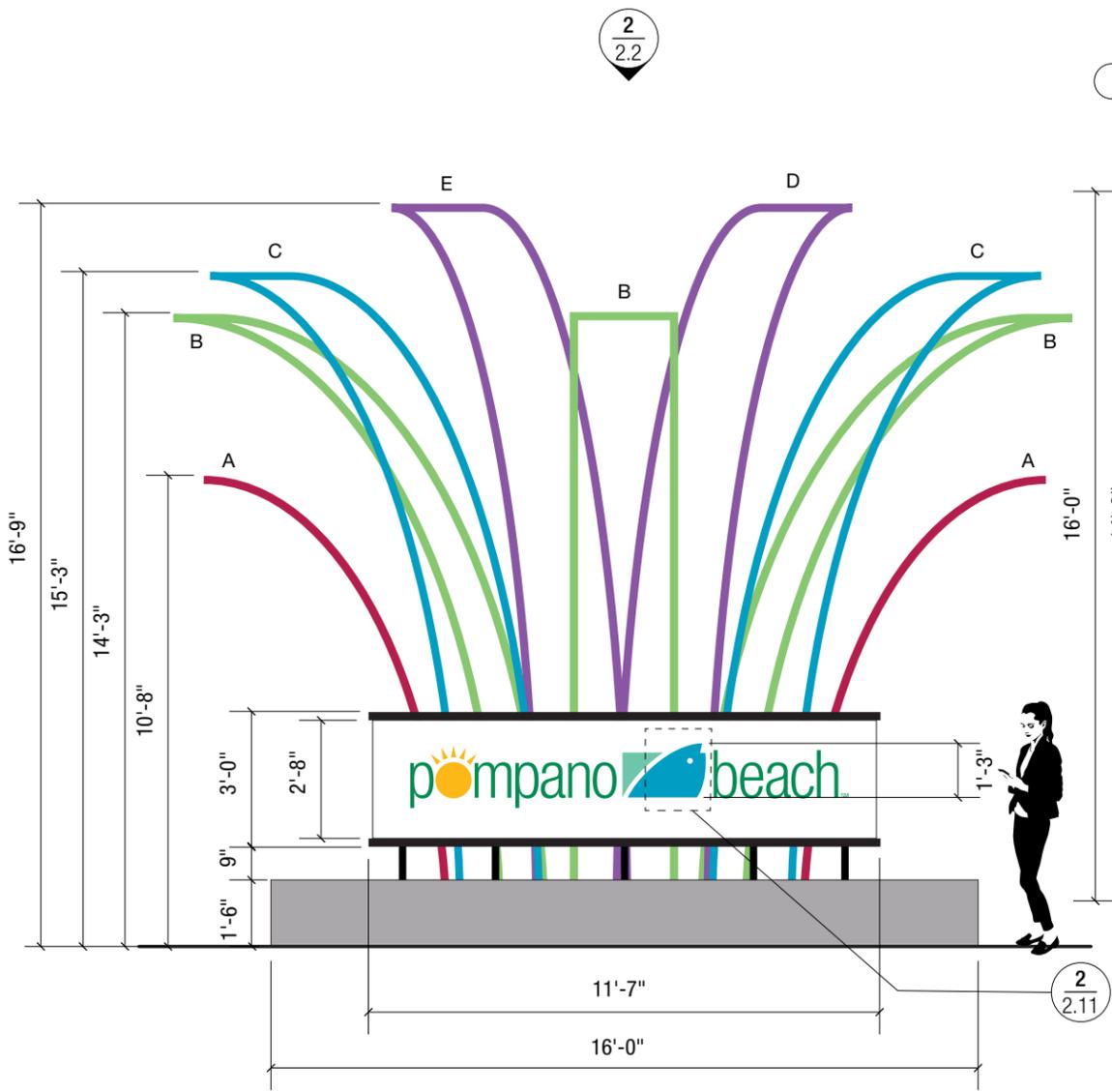


2 Front Elevation - G2
Scale: 1/4"=1'-0"

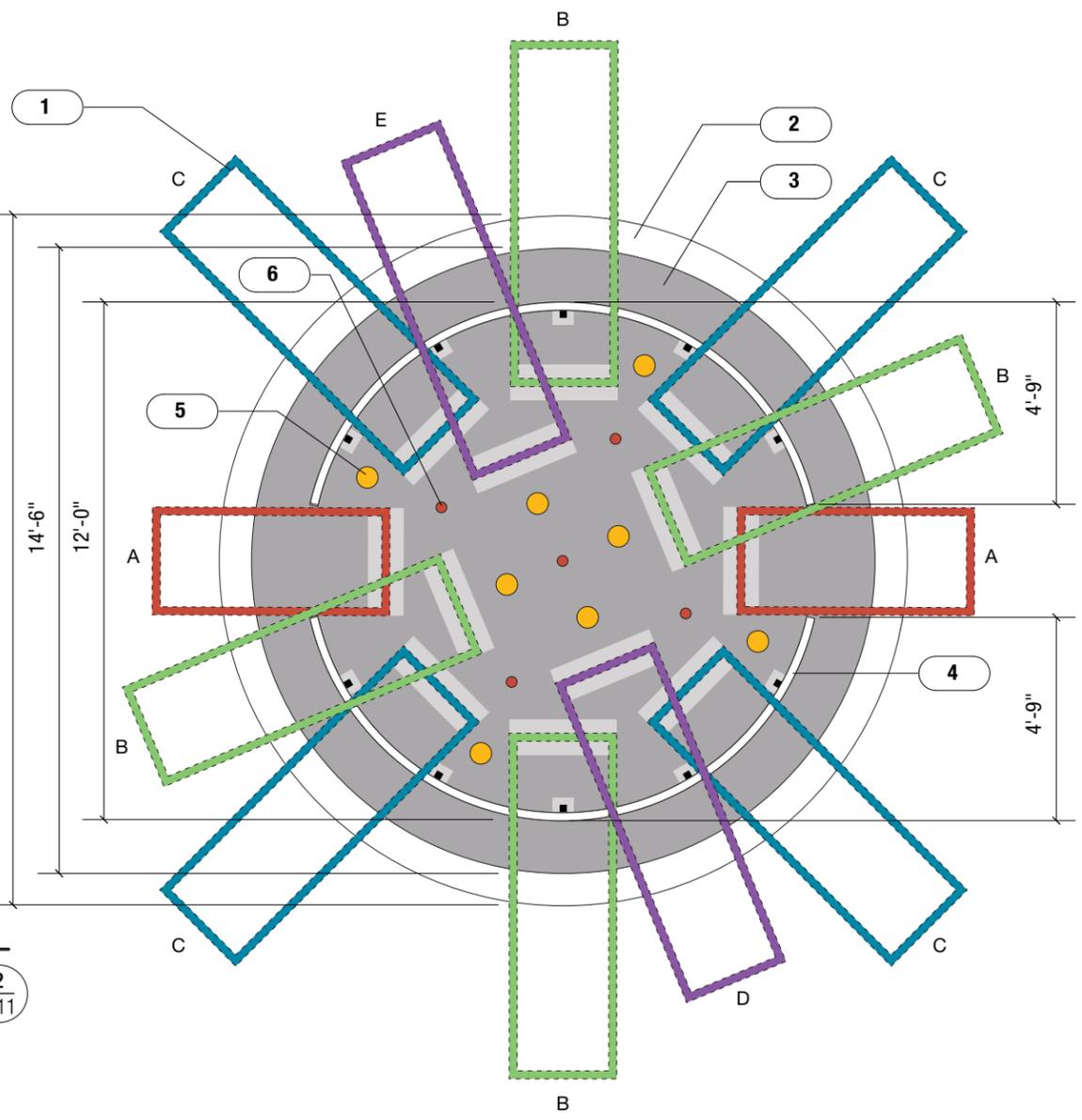
1	/ /
2	/ /
3	/ /
4	/ /

STRUCTURAL DRAWINGS

1. Fabricated aluminum frond with powder coated surfaces
2. Concrete foundation/fountain structure
3. Concrete pond floor at grade level
4. Curved aluminum panel assembly with pin-mounted aluminum letters
5. Water proof flood lights (TBD)
6. Fountain jets



1 Front Elevation
Scale: 1/4"=1'-0"



2 Plan View
Scale: 1/4"=1'-0"

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2	/ /
3	/ /
4	/ /

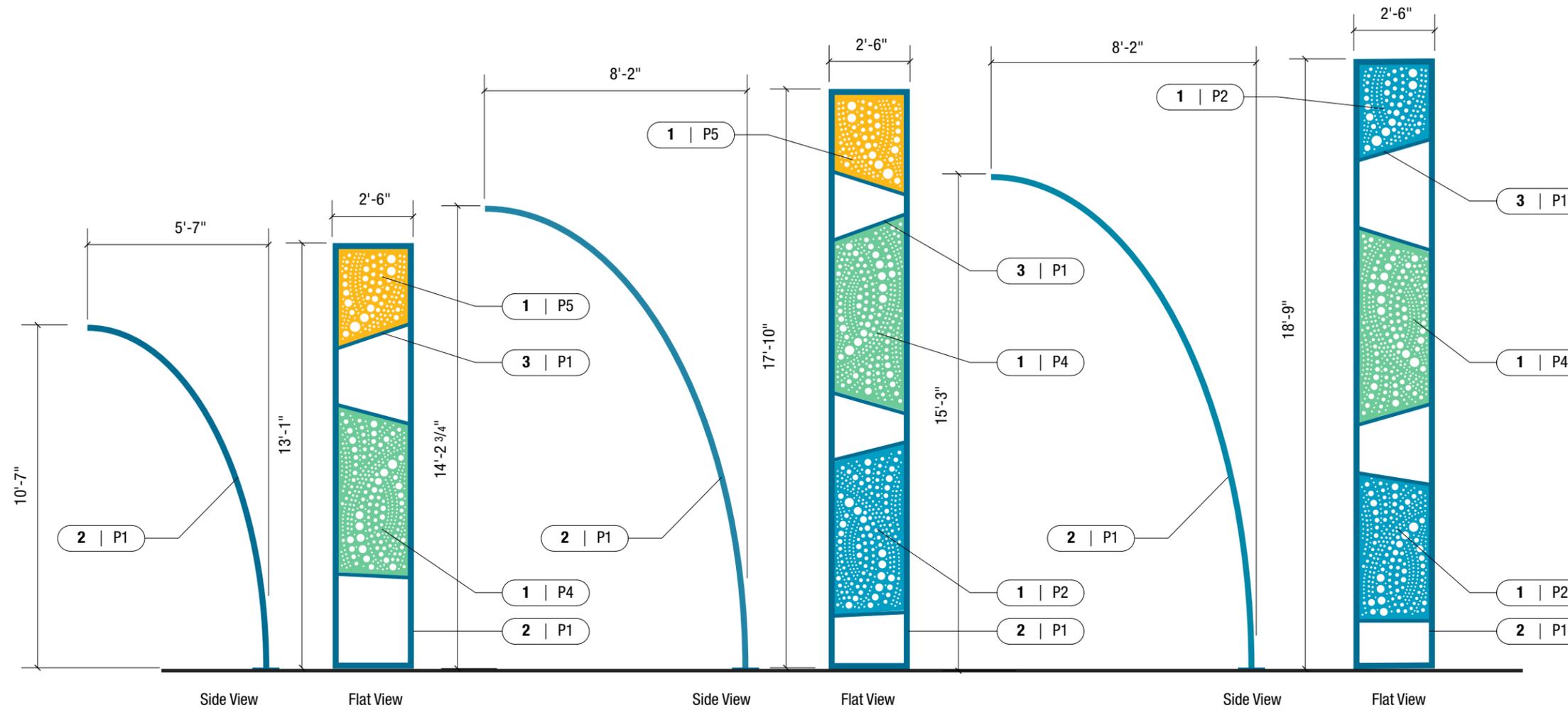


STRUCTURAL DRAWINGS

1. .125" thick aluminum panel, laser jet cut to match perforated pattern provided by designer
2. 2" square aluminum tube.
3. 1.5" square aluminum tube.

NOTE:
Weld all components. Powder coat visible surfaces.

To protect against galvanic corrosion when combining steel and aluminum elements, use rubber gaskets or barriers to insulate contact. Painting of metallic surfaces is not an approved alternative.



1 Frond A
Scale: 1/2"=1'-0"

2 Frond B
Scale: 1/2"=1'-0"

3 Frond C
Scale: 1/2"=1'-0"

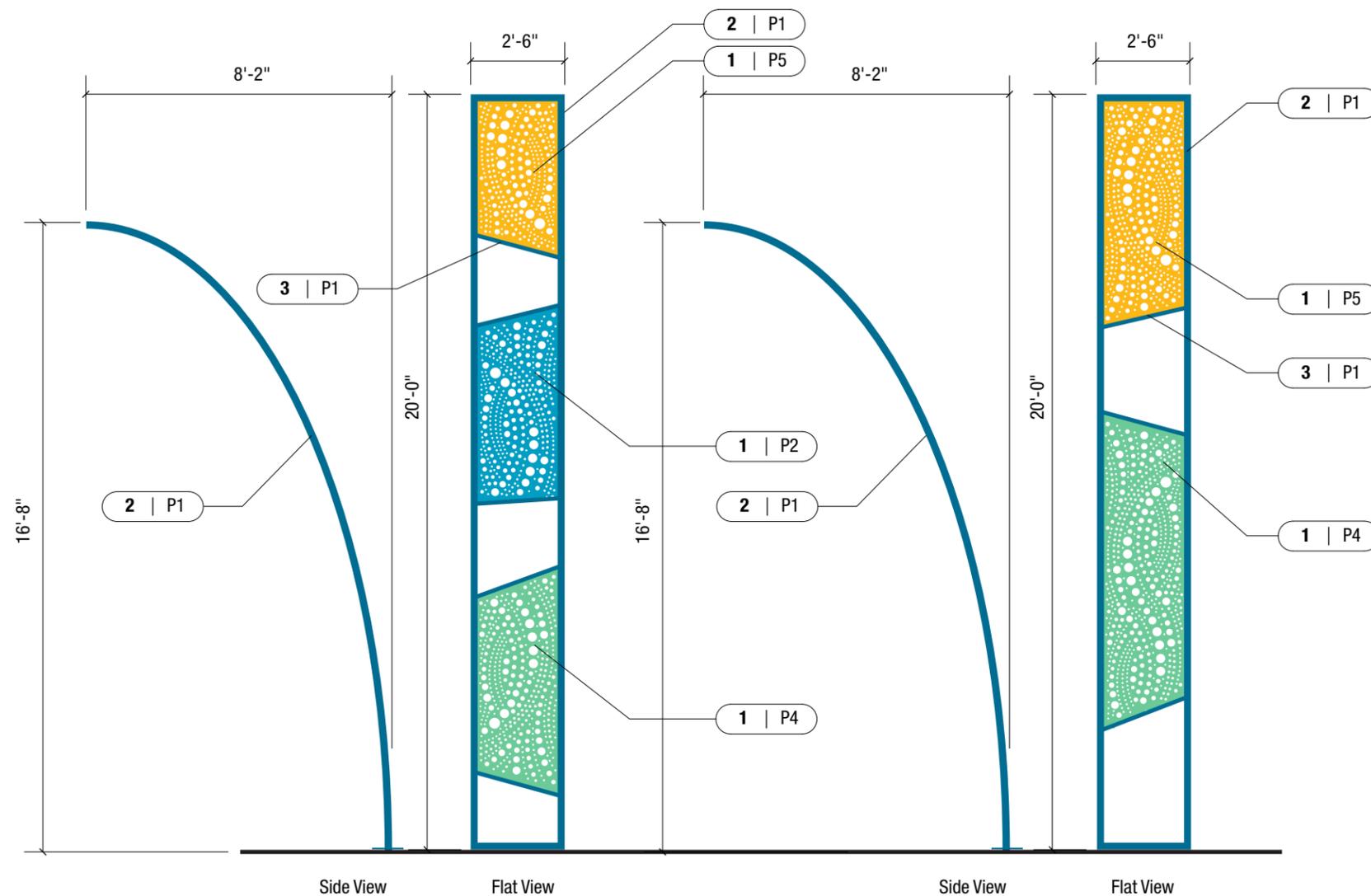
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STRUCTURAL DRAWINGS

1. .125" thick aluminum panel, laser jet cut to match perforated pattern provided by designer
2. 2" square aluminum tube.
3. 1.5" square aluminum tube.

NOTE:
Weld all components. Powder coat visible surfaces.

To protect against galvanic corrosion when combining steel and aluminum elements, use rubber gaskets or barriers to insulate contact. Painting of metallic surfaces is not an approved alternative.



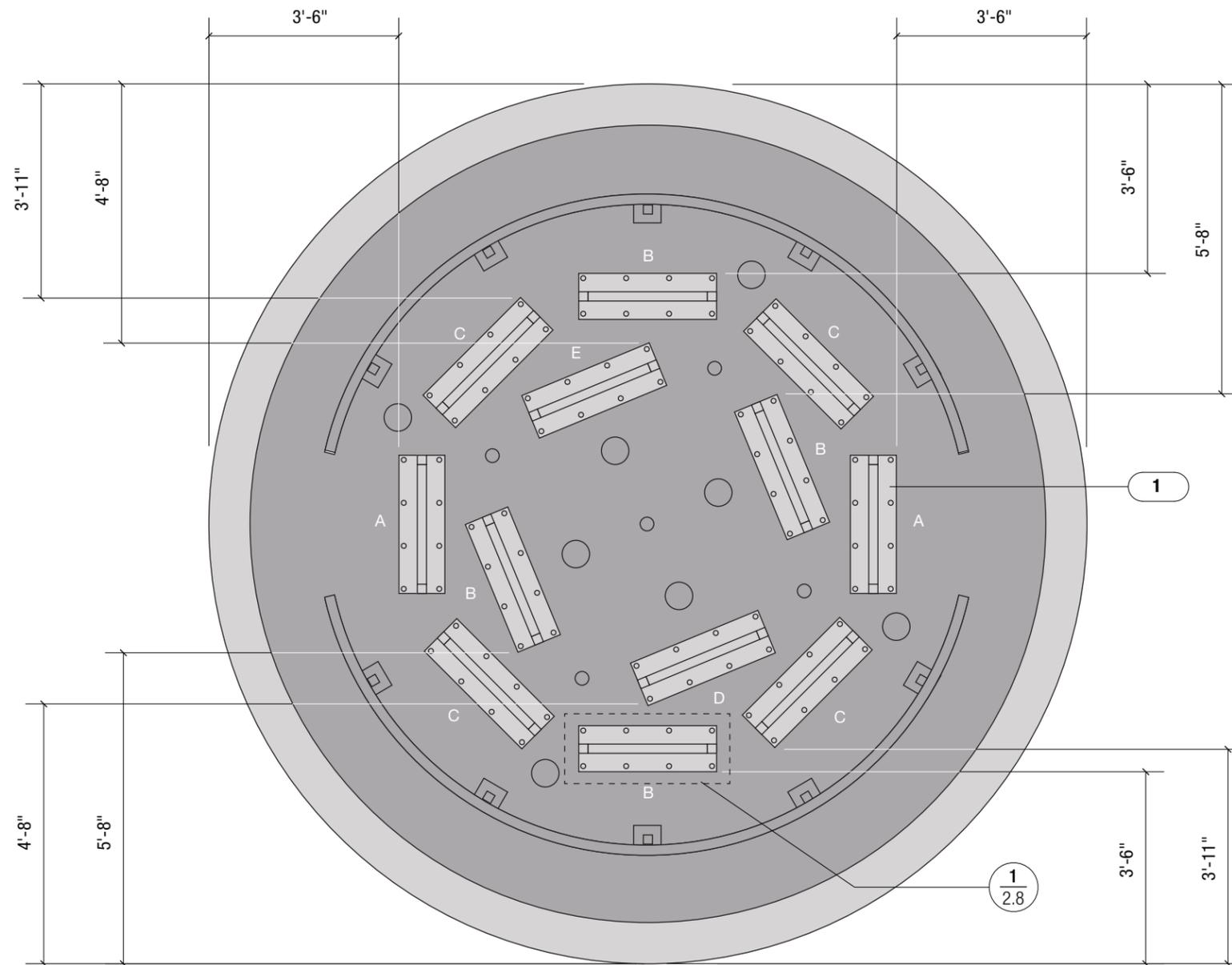
1 Frond D
Scale: 1/2"=1'-0"

2 Frond E
Scale: 1/2"=1'-0"

△ 1	/ /
△ 2	/ /
△ 3	/ /
△ 4	/ /

STRUCTURAL DRAWINGS

1. Fabricated aluminum frond structure

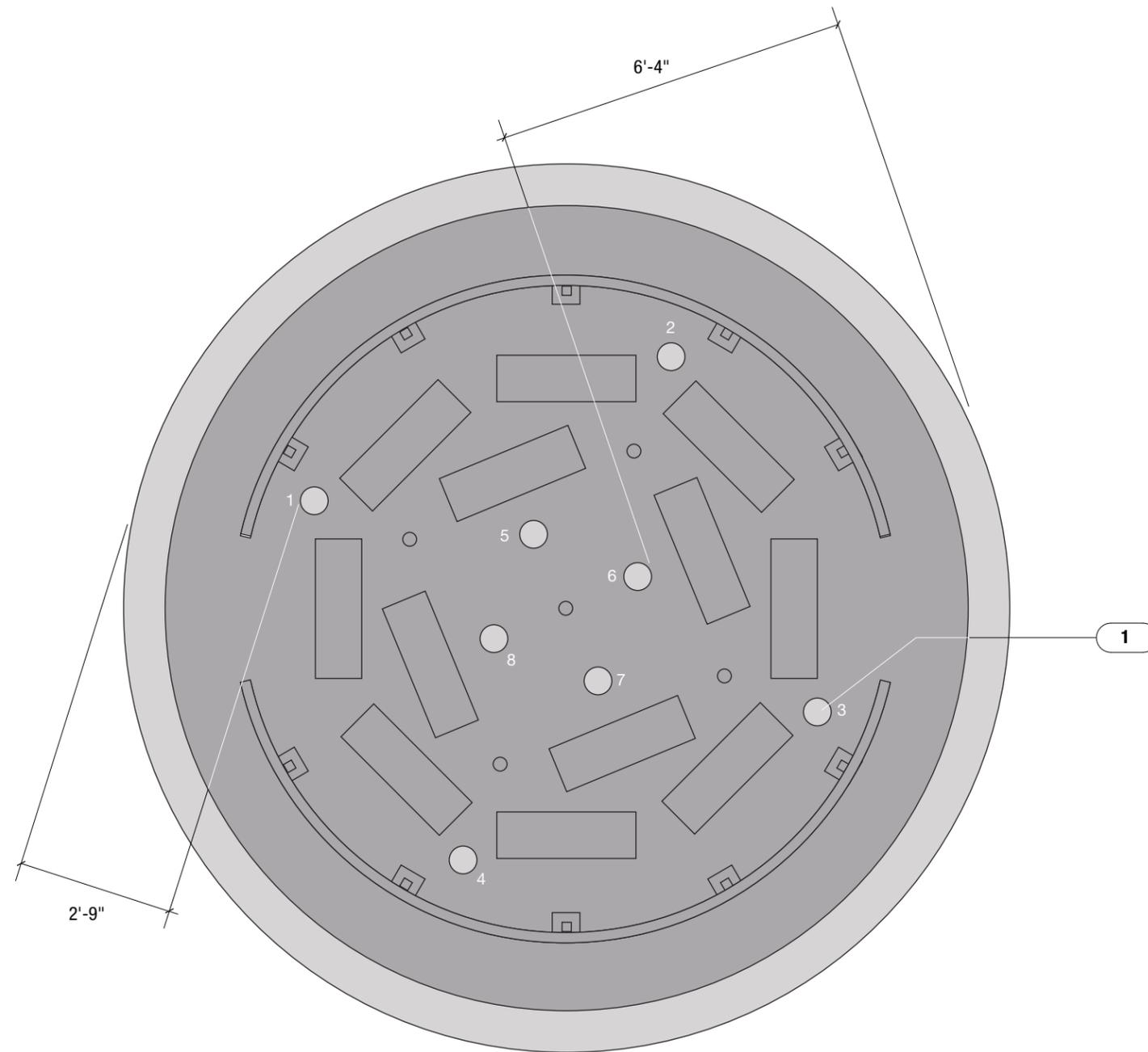


1 Detail
Scale: 3"=1'-0"

△ 1	/ /
△ 2	/ /
△ 3	/ /
△ 4	/ /

STRUCTURAL DRAWINGS

- 1. Exterior /water proof flood light (TBD)

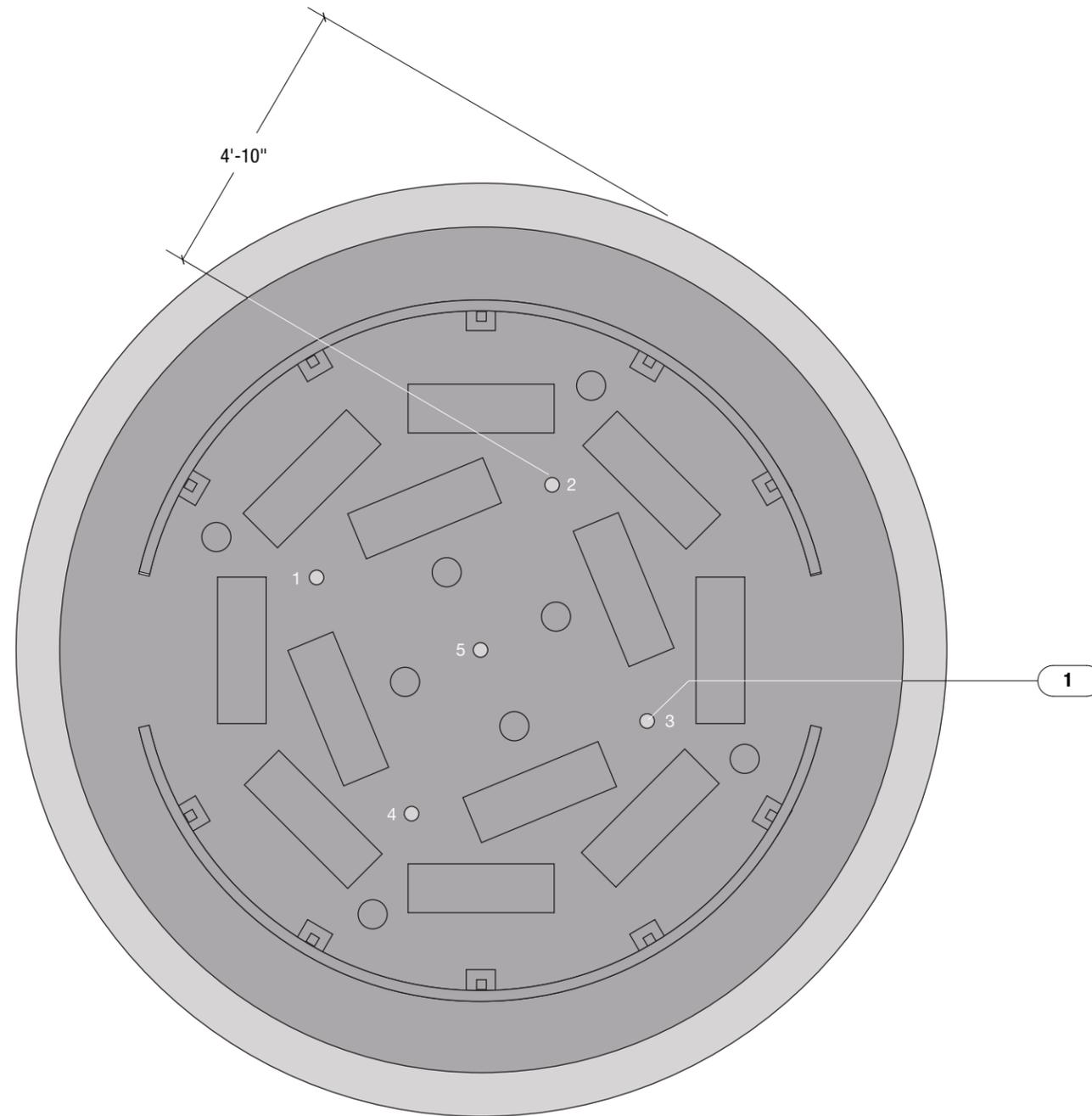


1 Detail
Scale: 3"=1'-0"

1	/ /
2	/ /
3	/ /
4	/ /

STRUCTURAL DRAWINGS

1. Fountain Jets (TBD)

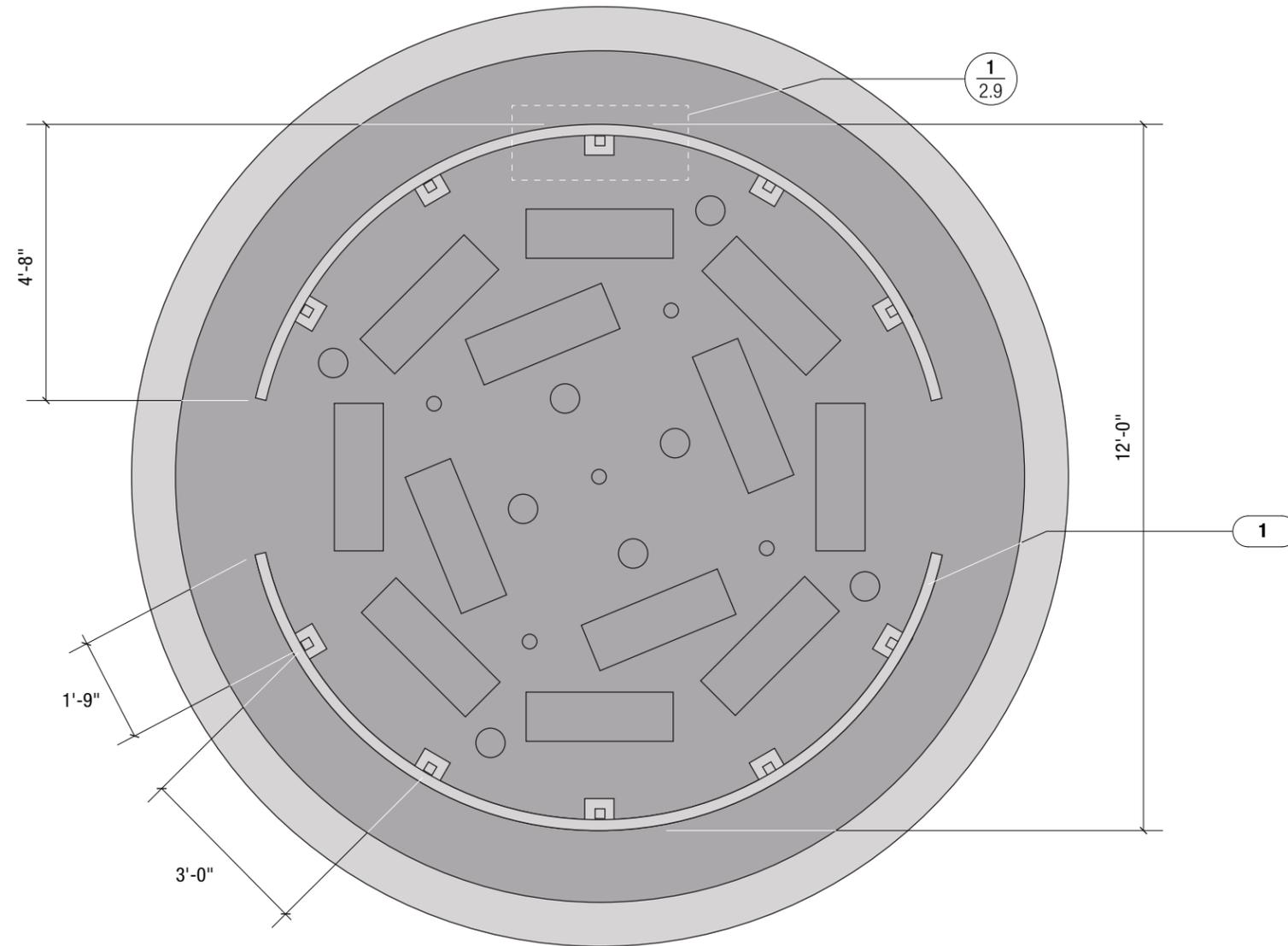


1 Detail
Scale: 3"=1'-0"

1	/ /
2	/ /
3	/ /
4	/ /

STRUCTURAL DRAWINGS

1. Aluminum sign/rail assembly

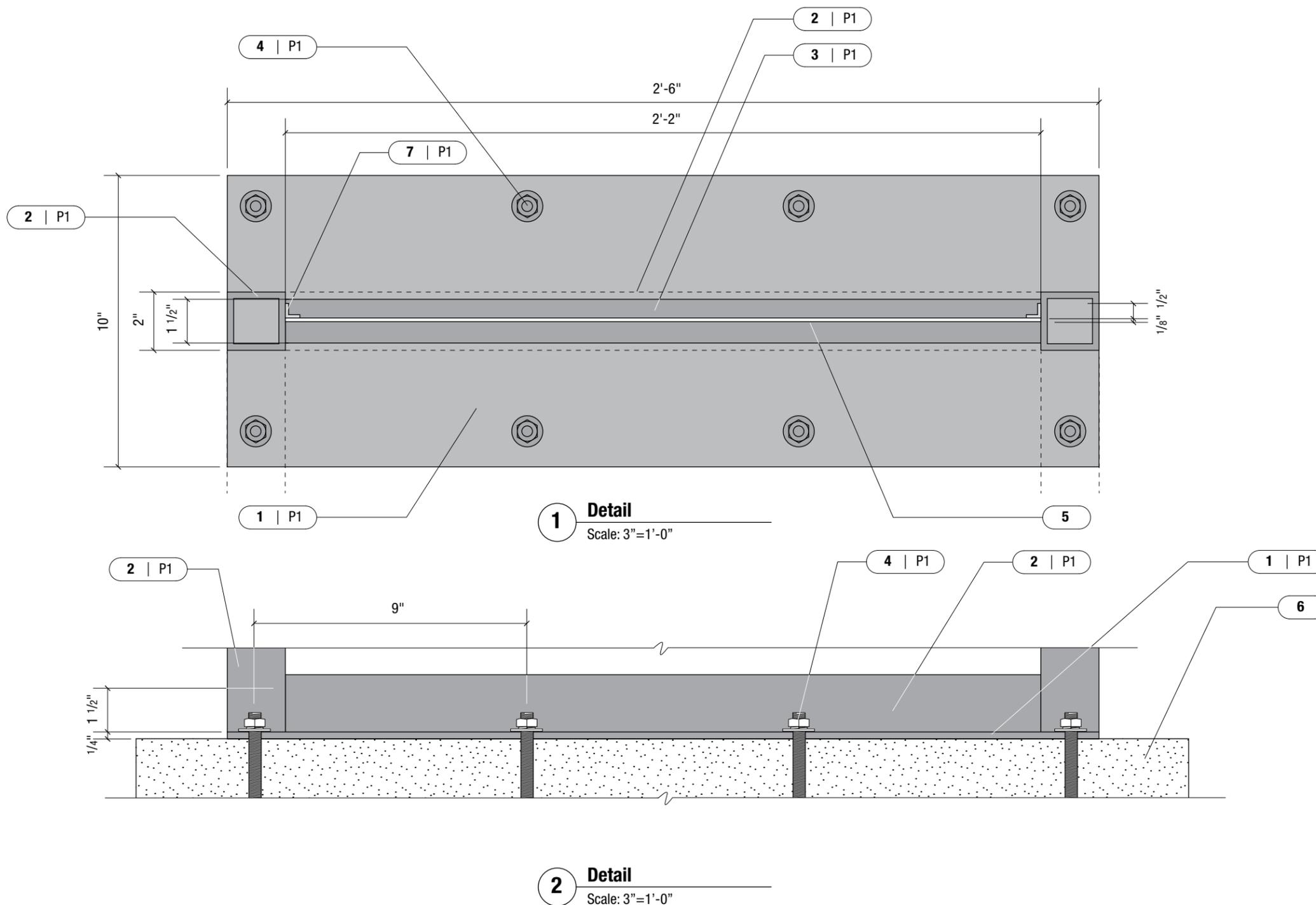


1 Detail
Scale: 3"=1'-0"

1	/ /
2	/ /
3	/ /
4	/ /

STRUCTURAL DRAWINGS

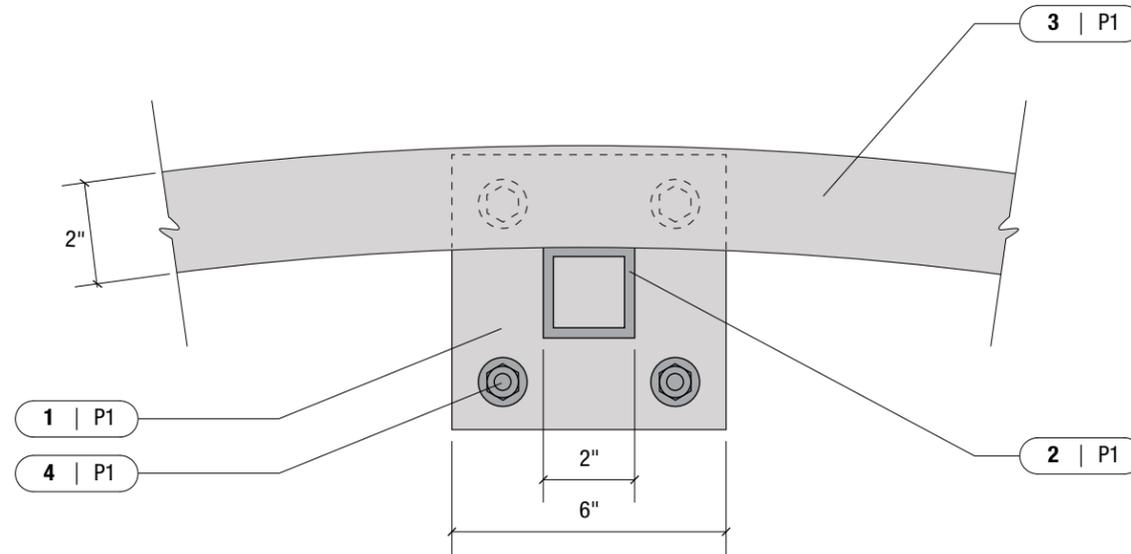
1. 25" thick aluminum plate bolted to embedded threaded rod
2. 2" square aluminum tube
3. 1.5" square aluminum tube
4. Threaded rod, nut and washer
5. .125" thick aluminum panel, laser jet cut to match perforated pattern provided by designer
6. Concrete base
7. Aluminum angle brackets welded to square tube and perforated panel



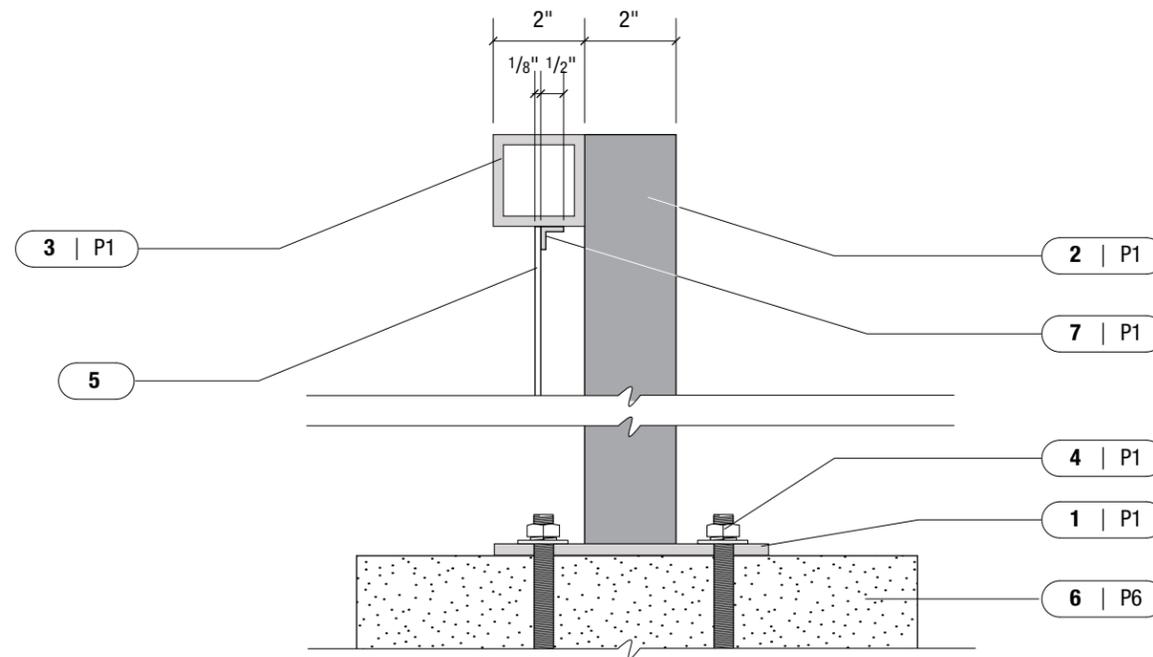
△ 1	/ /
△ 2	/ /
△ 3	/ /
△ 4	/ /

STRUCTURAL DRAWINGS

1. .25" thick aluminum plate bolted to embedded threaded rod
2. 2" square aluminum tube
3. 2" square aluminum tube, mechanically curved
4. Threaded rod, nut and washer
5. .125" thick curved aluminum sign panel base
6. Poured concrete foundation, embed threaded rod
7. Aluminum angle brackets welded to square tube and perforated panel



1 Detail
Scale: 3"=1'-0"

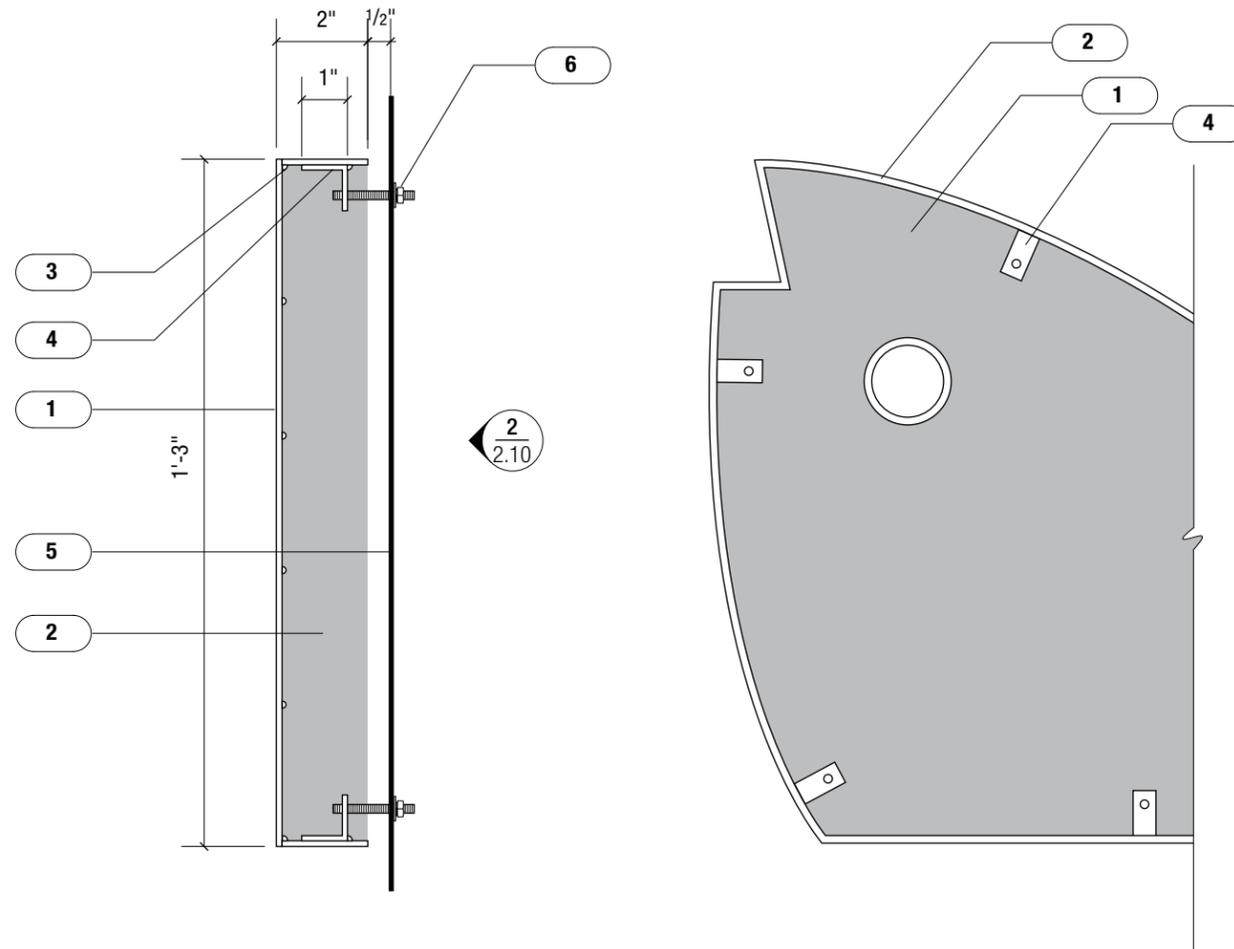


2 Detail
Scale: 3"=1'-0"

△ 1	/ /
△ 2	/ /
△ 3	/ /
△ 4	/ /

STRUCTURAL DRAWINGS

1. .125" thick aluminum panel sheet welded to .125" thick aluminum sheet returns
2. 125" thick aluminum sheet return
3. Tack weld
4. Aluminum angle brackets tack welded to 125" thick aluminum sheet return
5. Curved aluminum sign panel base
6. Threaded rod, nut and washer



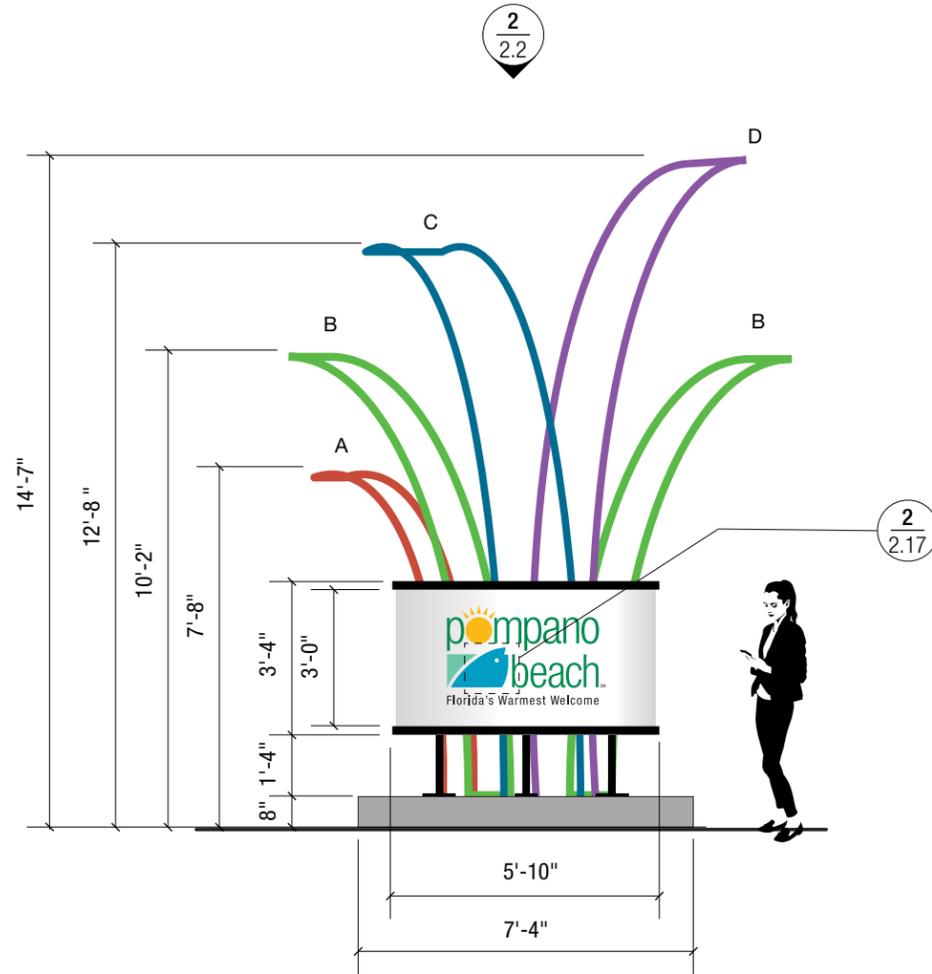
1 Detail - Section
Scale: 3"=1'-0"

2 Detail - Rear View
Scale: 3"=1'-0"

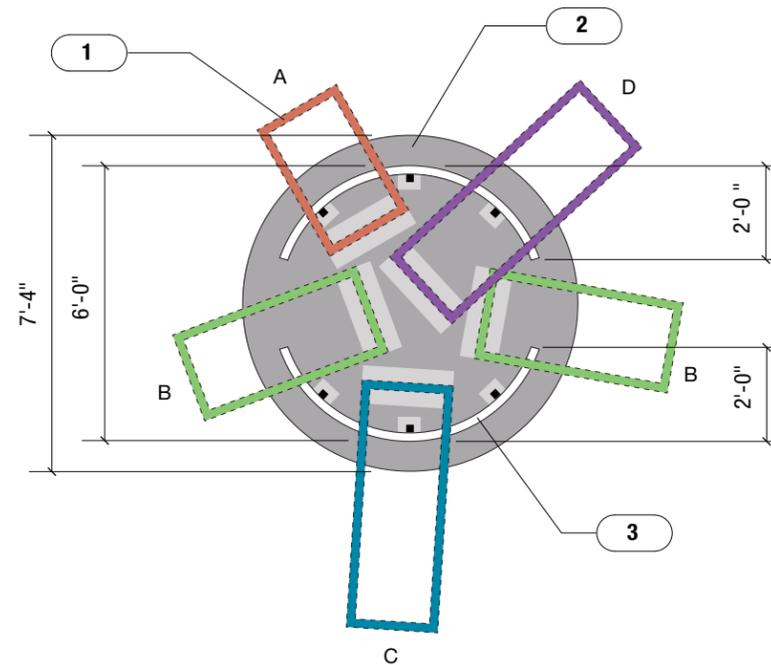
△ 1	/ /
△ 2	/ /
△ 3	/ /
△ 4	/ /

STRUCTURAL DRAWINGS

1. Fabricated aluminum frond with powder coated surfaces
2. Concrete foundation/fountain structure
3. Curved aluminum panel assembly with pin-mounted aluminum letters



1 Front Elevation
Scale: 1/4"=1'-0"



2 Plan View
Scale: 1/4"=1'-0"

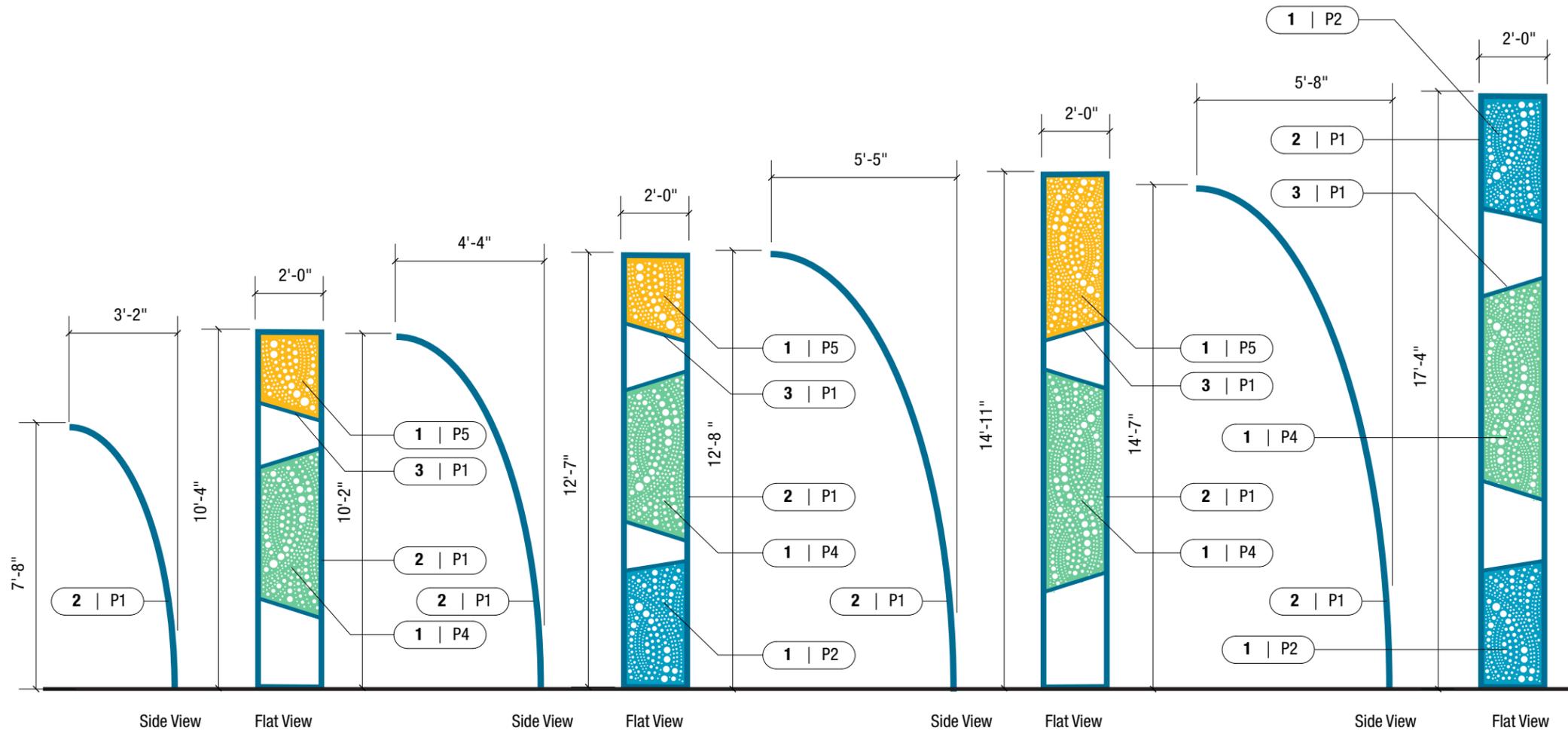
1	/ /
2	/ /
3	/ /
4	/ /

STRUCTURAL DRAWINGS

1. .125" thick aluminum panel, laser jet cut to match perforated pattern provided by designer
2. 2" square aluminum tube.
3. 1.5" square aluminum tube.

NOTE:
Weld all components. Powder coat visible surfaces.

To protect against galvanic corrosion when combining steel and aluminum elements, use rubber gaskets or barriers to insulate contact. Painting of metallic surfaces is not an approved alternative.



1 Frond A.1
Scale: 1/2"=1'-0"

2 Frond B.1
Scale: 1/2"=1'-0"

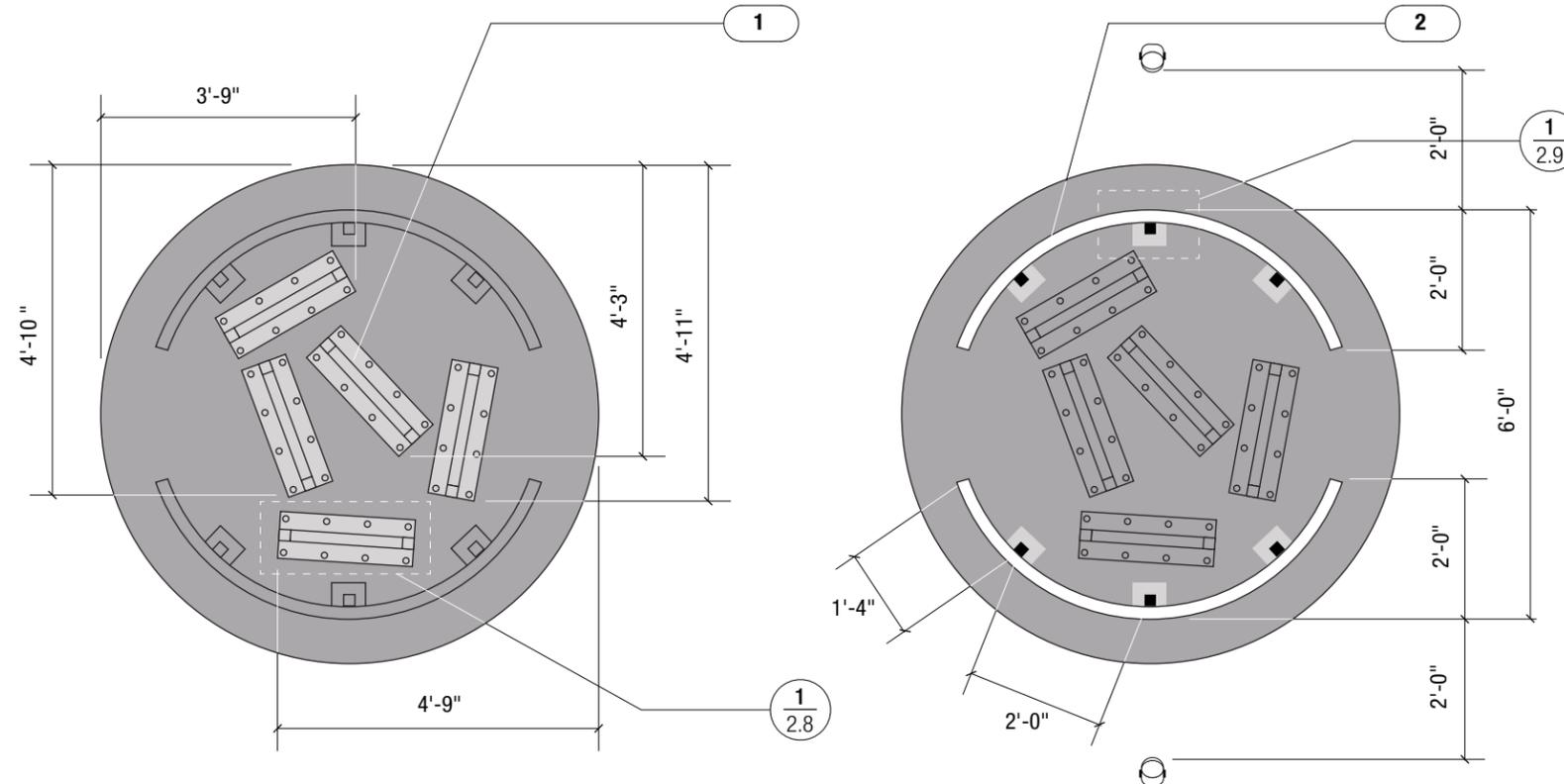
3 Frond C.1
Scale: 1/2"=1'-0"

4 Frond D.1
Scale: 1/2"=1'-0"

1	/ /
2	/ /
3	/ /
4	/ /

STRUCTURAL DRAWINGS

1. Fabricated aluminum frond structure
2. Aluminum sign/rail assembly



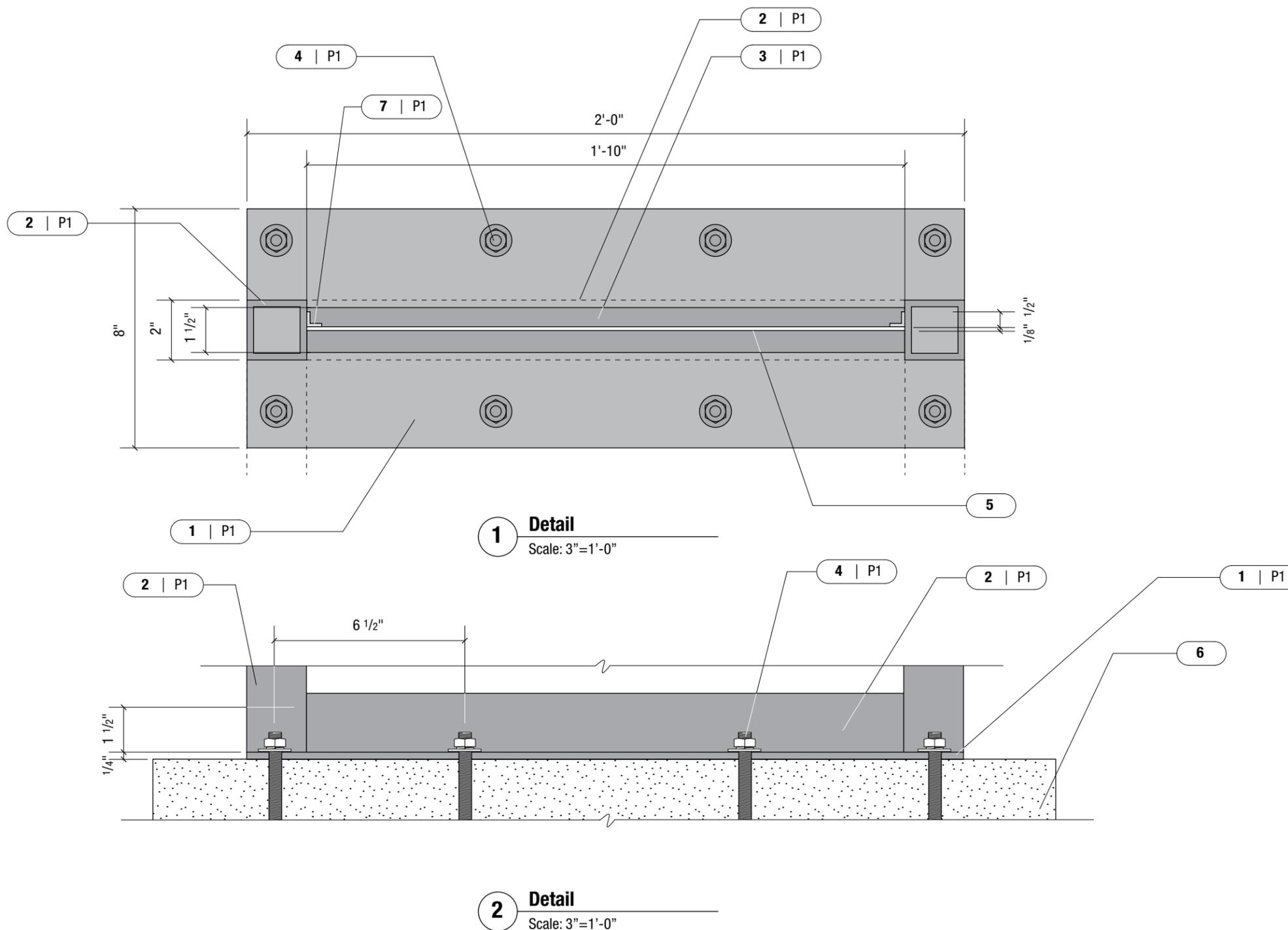
1 Detail
Scale: 3"=1'-0"

2 Detail
Scale: 3"=1'-0"

1	/ /
2	/ /
3	/ /
4	/ /

STRUCTURAL DRAWINGS

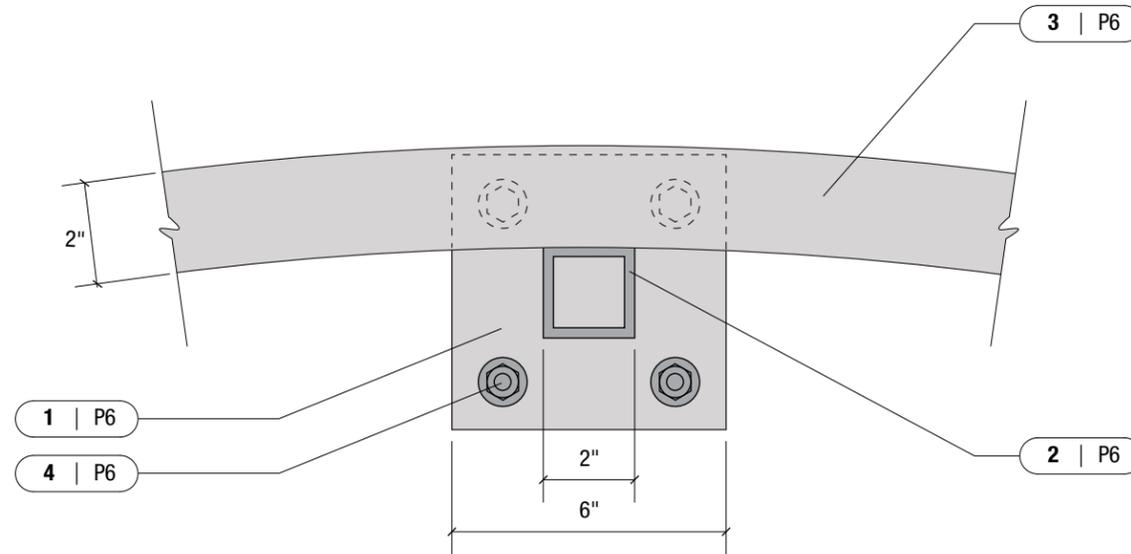
1. 25" thick aluminum plate bolted to embedded threaded rod
2. 2" square aluminum tube
3. 1.5" square aluminum tube
4. Threaded rod, nut and washer
5. .125" thick aluminum panel, laser jet cut to match perforated pattern provided by designer
6. Concrete base
7. Aluminum angle brackets welded to square tube and perforated panel



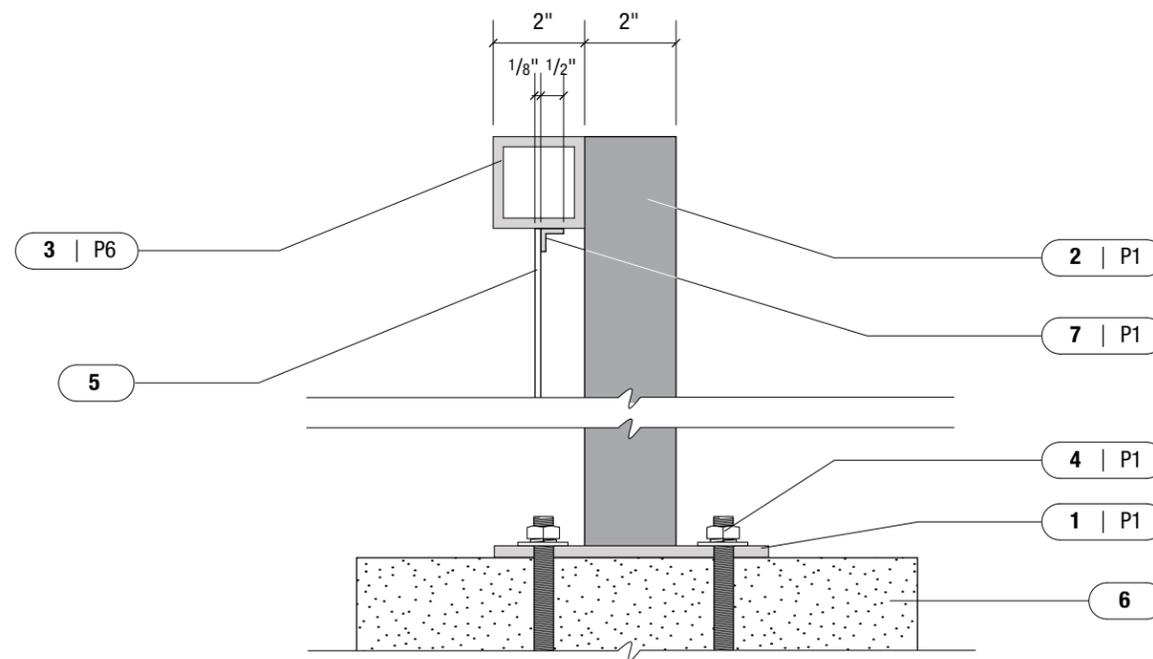
△ 1	/ /
△ 2	/ /
△ 3	/ /
△ 4	/ /

STRUCTURAL DRAWINGS

1. .25" thick aluminum plate bolted to embedded threaded rod
2. 2" square aluminum tube
3. 2" square aluminum tube, mechanically curved
4. Threaded rod, nut and washer
5. .125" thick curved aluminum sign panel base
6. Poured concrete foundation, embed threaded rod
7. Aluminum angle brackets welded to square tube and perforated panel



1 Detail
Scale: 3"=1'-0"

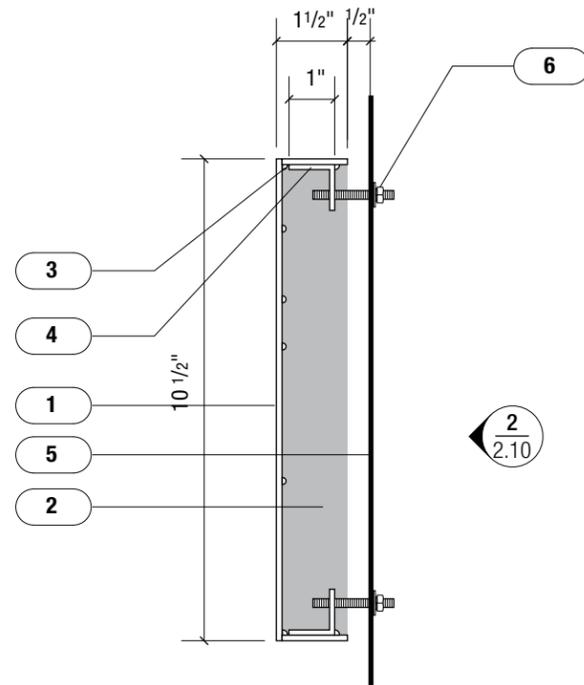


2 Detail
Scale: 3"=1'-0"

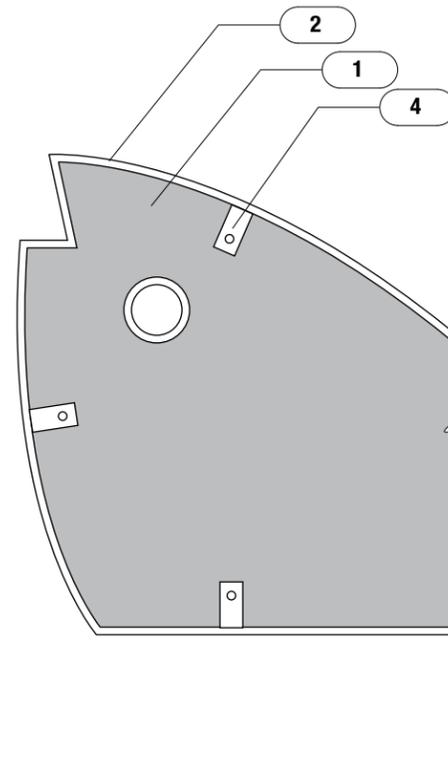
△ 1	/ /
△ 2	/ /
△ 3	/ /
△ 4	/ /

STRUCTURAL DRAWINGS

1. .125" thick aluminum panel sheet welded to .125" thick aluminum sheet returns
2. 125" thick aluminum sheet return
3. Tack weld
4. Aluminum angle brackets tack welded to 125" thick aluminum sheet return
5. Curved aluminum sign panel base
6. Threaded rod, nut and washer



1 Detail - Section
Scale: 3"=1'-0"



2 Detail - Rear View
Scale: 3"=1'-0"

1	/ /
2	/ /
3	/ /
4	/ /



130 Commerce Road, Boynton Beach, FL 33426
 p:561-547-3760 f:561-547-3842
 www.americansigncrafters.com

Drawing Info

Job #: 59657
 Date: 11-28-2016
 Scale: 0/0"=1'-0"
 Sales Rep: SG
 Designer: RKN

Drawing Criteria



• ALL ELECTRICAL COMPONENTS ARE TO BE U.L. LISTED AND APPROVED AS PER NEC 2011
 • ALL TRANSFORMERS GROUND FAULT PROTECTED & COMPLY WITH NEC 480-23
 • ALL SECONDARY WIRING INSIDE LETTER IS TO BE HIGH TENSION GTD AS PER NEC 600-31
 • ALL PRIMARY WIRING TO BE #12 THWN AS PER NEC 60-5
 • GROUNDING AND BONDING AS PER NEC 250
 • INSTALLATION WILL COMPLY WITH ALL OF THE REQUIREMENTS OF NEC 700 & FIC 352.4
 SIGNS WILL BE CONTROLLED BY A PHOTOCELL OR ASTRONOMICAL TIME CLOCK
 THIS SIGN IS A U.L. LISTED ASSEMBLY PER NEC 600-3

Customer



50 West Atlantic Ave.
 Pompano Beach, FL
 33060

Customer approval

Signature _____

Date: - -

SQ FT

Allowable	Proposed
100	88.28

Revisions

Page _____ of _____

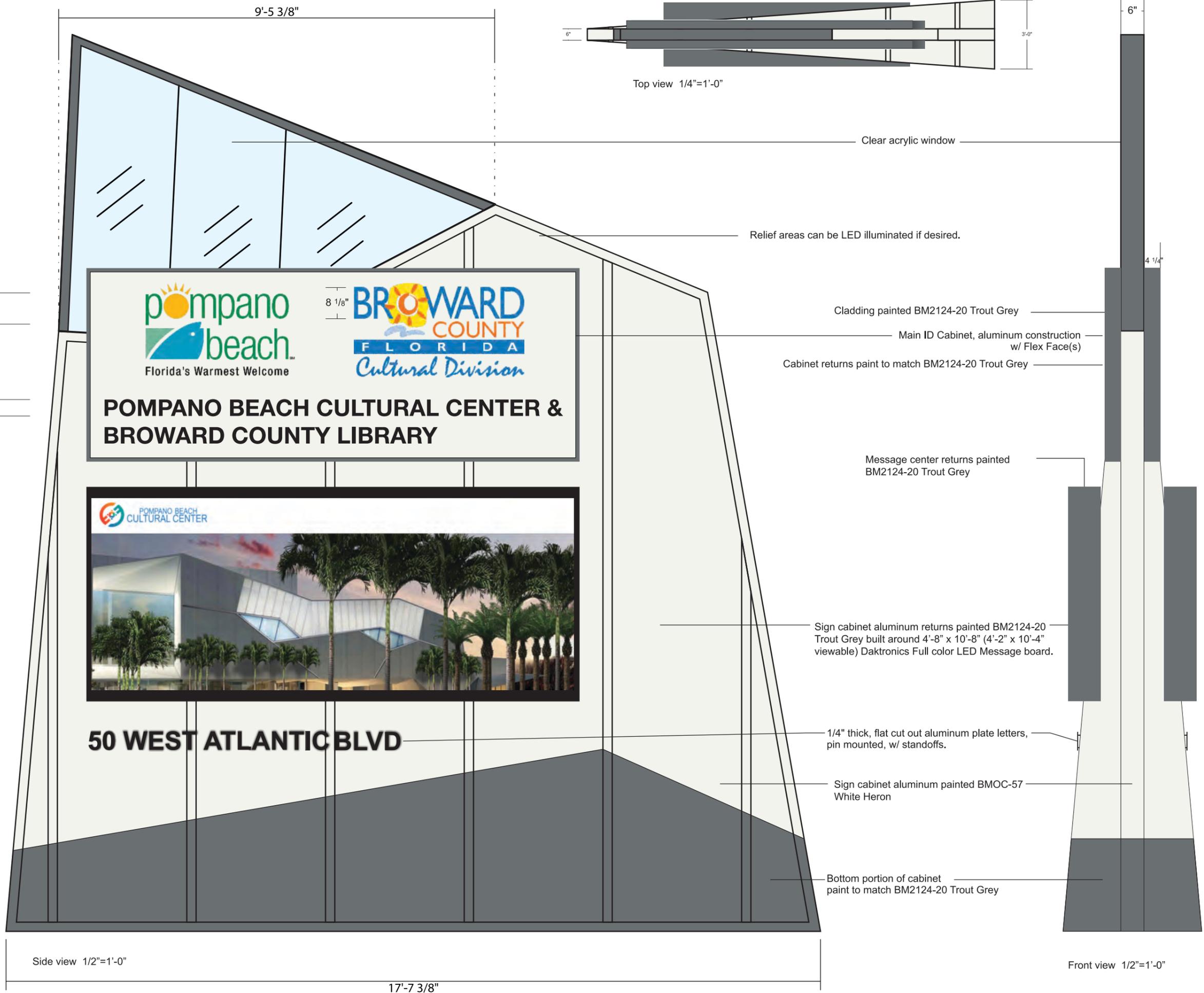
1 4

Sign Number

Option 1 V.1

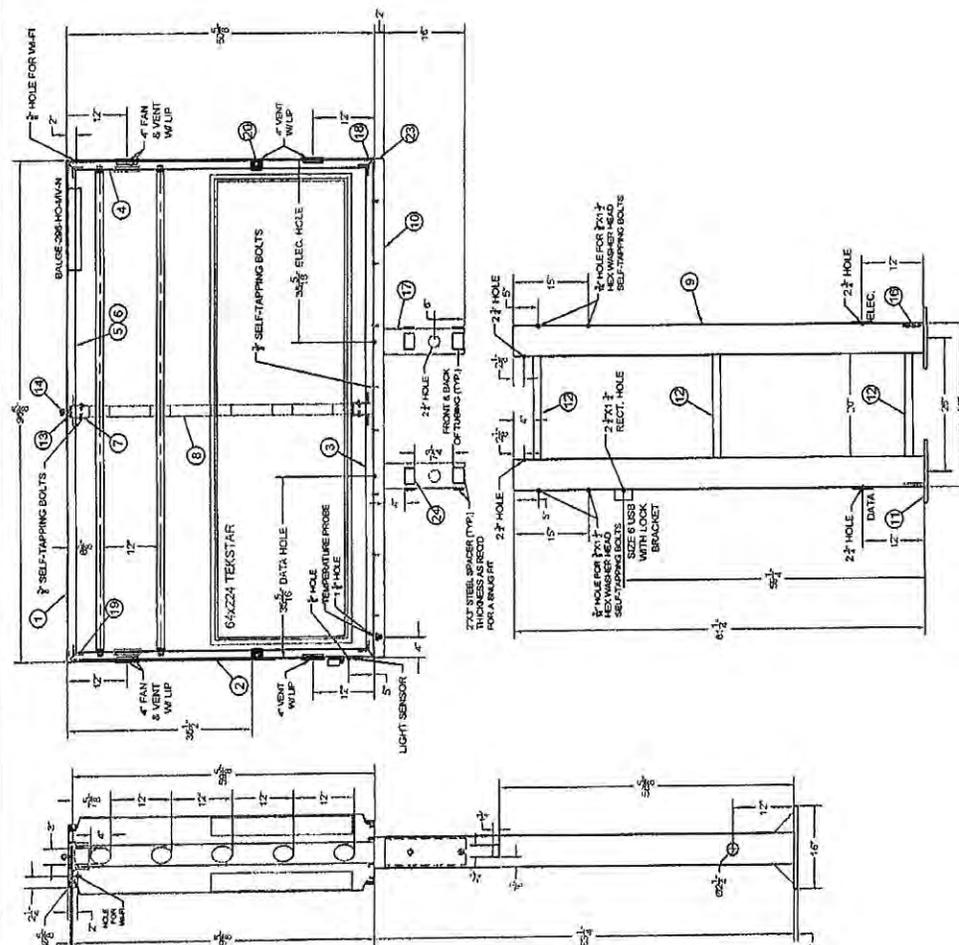
Drawing Description

Design Intent



DRAWING DESIGNED TO BE PRINTED ON 8 1/2" X 14" PAPER

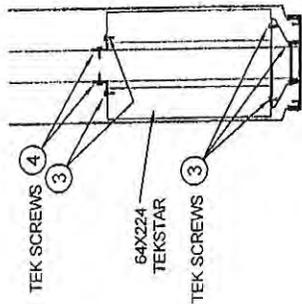
CUT LIST	
ITEM	DESCRIPTION
1	12" HINGE EXTRUSION
2	12" HINGE EXTRUSION
3	1 1/2" X 1" "F" RETAINER
4	1 1/2" X 1" "F" RETAINER
5	1 1/2" HINGE RETAINER
6	HINGE BRACKET
7	2" X 3" X 3/8" ALUMINUM ANGLE
8	2" X 4" X 3/8" STEEL TUBE
9	6" X 6" X 3/8" STEEL SQUARE TUBE
10	2" X 6" X 3/8" STEEL TUBE
11	12" X 16" X 1/4" STEEL BASE PLATE
12	1 1/2" X 1 1/2" X 3/8" STEEL ANGLE
13	2" X 4" X 3/8" STEEL CAP
14	1/2" EYEBOLT
15	REPLACEMENT BOLT FOR EYEBOLT
16	4" X 4" X 1/2" GUSSET
17	5" X 5" X 3/8" STEEL SQUARE TUBE
18	2" X 2" X 3/8" ALUMINUM ANGLE
19	2" X 2" X 3/8" ALUMINUM ANGLE
20	PROP ROD BRACKET WELDED TO "F" RETAINER @ 33 3/8"
21	PROP ROD BRACKET WELDED TO CABINET @ 37 3/4"
22	2" X 3" STEEL SPACER THICKNESS AS REQ'D FOR SNUG FIT
23	2" X 6" X 3/8" STEEL CAP



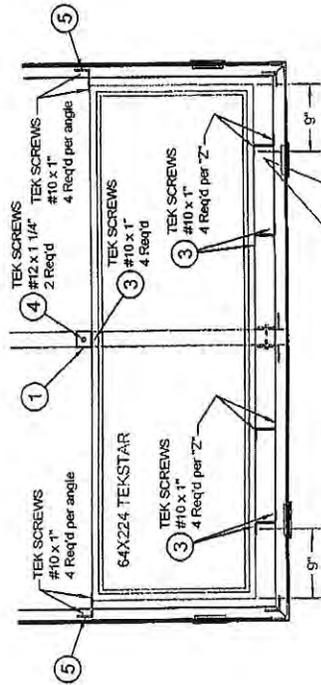
Date: 08-12-16 Drawn by: JRM APPROVAL:	Sign Model: TEKSTAR 58, 64x224		Page 1 OF 3
	J.M.S. TEMPLATE MUST BE USED TO SET THREADED RODS INTO CONCRETE		
Drawing #: TEK-10mm-C-64x224	Customer #: 1252035	Customer Name: MIAMI SUNSET SENIOR HIGH SCHOOL	Customer Address: 13125 SW 72ND ST MIAMI, FL 33183-2427
Sketch #: 220351		Sign Model:	



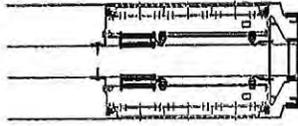
"LEFT VIEW"



"FRONT VIEW"



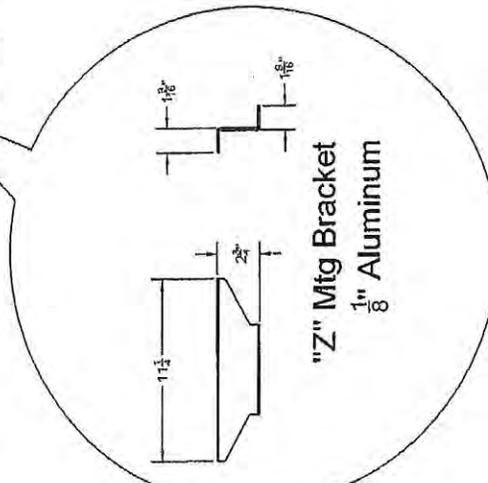
"RIGHT VIEW"



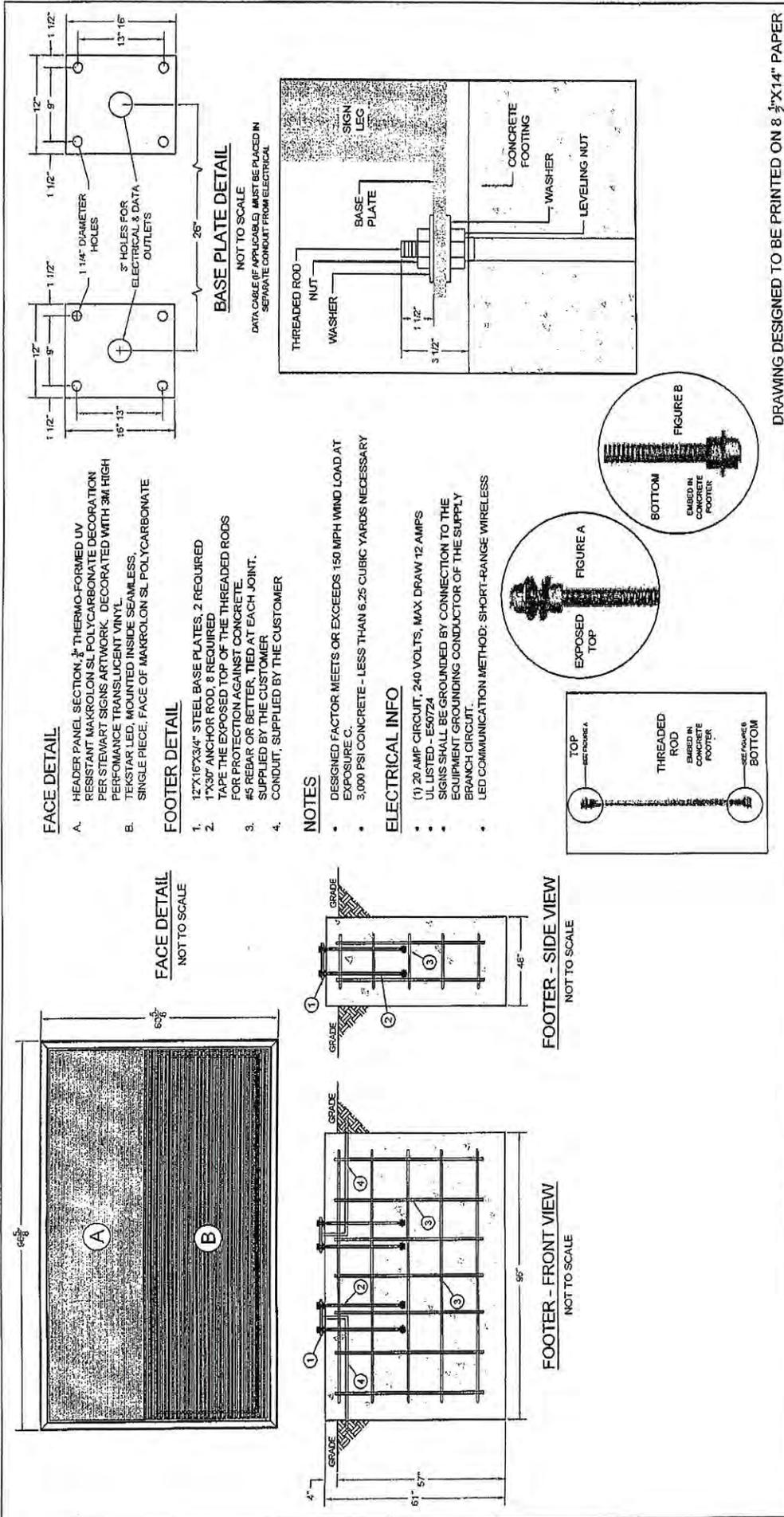
DRAWING DESIGNED TO BE PRINTED ON 8 1/2" X 14" PAPER

**CUSTOMER #1252035
MIAMI SUNSET SENIOR
HIGH SCHOOL**

BILL OF MATERIALS			
ITEM	QTY.	DESCRIPTION	LENGTH
①	2	2" X 2" x 3/8" Aluminum Angles	1 1/2"
②	4	"Z" Aluminum bracket	11.25"
③	20	Tek Screws #10 x 1"	
④	2	Tek Screws #12 x 1 1/4"	
⑤	2	2" X 3" x 3/8" Aluminum Angles	7 3/8"



ESCO Sign Group 200 UNIVERSITY BLVD SUITE 203 MIAMI, FL 33137 PH: 305.251.5350 FAX: 305.46.4206 stewart signs United Franchise Group	Date: 08-12-16 Drawn by: JRM PROJECT:	Sign Model: TEKSTAR 58, 64x224 Page: 2 OF 3
	J.M.S. TEMPLATE MUST BE USED TO SET THREADED RODS INTO CONCRETE	Customer Name: MIAMI SUNSET SENIOR HIGH SCHOOL Customer Address: 13125 SW 72ND ST MIAMI, FL 33183-2427
Drawing #: 220351 TEK-10mm-C-64x224	Sketch #: 1252035	Customer #: 1252035



DRAWING DESIGNED TO BE PRINTED ON 8 1/2"x14" PAPER

Date: 08-12-16 Drawn by: JRM EDITION:	Sign Model: TEKSTAR 58, 64x224	Page: 3 OF 3
	Customer Name: MIAMI SUNSET SENIOR HIGH SCHOOL	Customer Address: 13125 SW 72ND ST MIAMI, FL 33183-2427
Drawing #: TEK-10mm-C-64x224	Customer #: 1252035	Sketch #: 220351


 EBSCO Sign Group
 2300 S.W. 10TH AVENUE
 MIAMI, FL 33135
 PH: 1-800-371-3352 FAX: 305-451-4548
stewart signs
Produced by the sign department



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

October 30, 2023

ADDENDUM #1, RFQ T-19-23

City Signage Production and Installation

To Whom It May Concern,

The following attachment has been added in its entirety:

- Sample Intent and Designs

Addendum #1 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>.
Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for questions has passed.

The deadline for acceptance of proposals in the eBid system is **November 8, 2023, 2:00:00 pm (local)**.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Antonio Pucci, Contract Manager

cc: website