

Org. 12

ORDINANCE NO. 2019- 41..

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF POMPANO BEACH AND WEST CONSTRUCTION, INC., FOR THE BEACH LIFEGUARD HEADQUARTERS RENOVATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement for Professional Consulting Services between the City of Pompano Beach and West Construction, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 12th day of March, 2019.

PASSED SECOND READING this 26th day of March, 2019.



REX HARDIN, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

/jrm
2/27/19
L:ord/2019-130

03.12

AGREEMENT

THIS AGREEMENT is dated as of the 27 day of March in the year 2019 by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter called OWNER) and West Construction, Inc.(hereinafter called CONTRACTOR).

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

Article 1. WORK

The project consist of the furnishing of all labor, equipment and materials for: Constructing and installing a custom roof addition for seating coverage

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: (Solicitation Name) RFP T-03-19 Ocean Rescue Building Interior Upgrades and Construction of Lifeguard Towers

Article 2. ENGINEER

The Project has been designed by Peter Ganci, RA who 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 Work will be substantially completed within 182 days from the date the Contract Time commences to run as provided in the EXHIBIT "B" GENERAL CONDITIONS, and completed and ready for final payment in accordance with the EXHIBIT "B" GENERAL CONDITIONS within 212 days from the date the Contract Time commences to run.

Article 4. PRECONSTRUCTION PHASE REQUIREMENTS

Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the City's General Services Department and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to City of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall be commenced within ten (10) calendar days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all other Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents,

Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed.

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 two hundred and 00/100 dollars (\$200.00) 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 one hundred and 00/100 (\$100.00) 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

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

See BID PROPOSAL attached from bid/contract documents.

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.

10% 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 90% 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. CONTRACTOR'S REPRESENTATIONS

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

8.1 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.

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

8.3 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.

8.4 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.

8.5 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.

8.6 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.

Article 9. 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" – Invitation for Bid (IFB), including, but not limited to, original IFB, specifications, drawings, exhibits to the IFB, insurance requirements and any addenda issued.

Exhibit "B" – EXHIBIT "B" GENERAL CONDITIONS

Exhibit "C" – Supplementary Conditions

Exhibit "D" – All documentation submitted by the CONTRACTOR; including, but not limited to, CONTRACTOR's Bid 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 IFB and this Agreement

Exhibit "E" – Payment, Performance bonds and/or other performance security

This Agreement and the exhibits listed above, including any approved amendments to the Agreement comprise the entirety of the contract documents between the CITY 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 "C", Supplementary Conditions
- d) Exhibit "A", IFB, addenda and documentation

Article 10. MISCELLANEOUS

10.1 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.

10.2 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.


10.3 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

Witnesses:

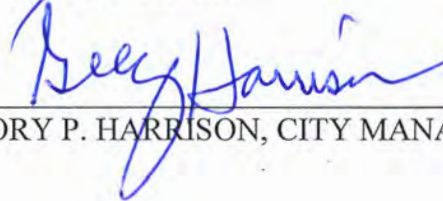
CITY OF POMPANO BEACH





By: 

REX HARDIN, MAYOR

By: 

GREGORY P. HARRISON, CITY MANAGER

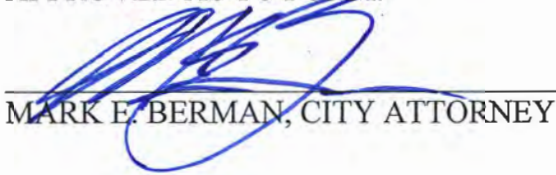
Attest:



ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:




MARK E. BERMAN, CITY ATTORNEY

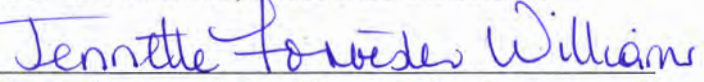
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of March, 2019 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA



(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____



"CONTRACTOR"

West Construction, Inc.

By: Martha A. Morgan
Martha A. Morgan, President

Witnesses:

[Signature]
Aurora Vega
(Print or Type Name)

[Signature]

William A. White
(Print or Type Name)

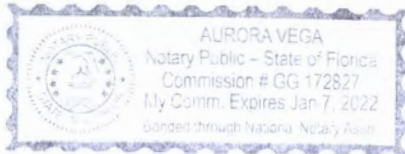
Business License No. _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was ^{Martha Morgan} acknowledged before me this 22nd day of March, 2019, by ~~Donnie E. West~~ as ~~Vice~~ President of West Construction, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Aurora Vega
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
T-03-19**

**Ocean Rescue Building Interior Upgrades and Construction
of Lifeguard Towers**

**Mandatory Pre-Proposal Conference:
November 15, 2018, 2:00 P.M.
Ocean Rescue Building
50 North Pompano Beach Blvd.
Pompano Beach, Florida 33060**

**RFP OPENING: December 7, 2018 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

November 8, 2018

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
T-03-19

**Ocean Rescue Building Interior Upgrades and Construction
of Lifeguard Towers**

The City of Pompano Beach is seeking proposals from qualified firms to provide turnkey services and construction services to the City for the Ocean Rescue Building and eight (8) Lifeguard Stations.

The City will receive sealed proposals until **2:00 p.m. (local), December 7, 2018**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

A mandatory pre-proposal conference will be held on November 15, 2018, beginning at 2:00 p.m. (local) in the Ocean Rescue Building, 50 North Pompano Beach Blvd, Pompano Beach, Florida 33060. Proposals will not be accepted from firms that do not attend the pre-proposal conference.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. 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.

Introduction

The City intends to issue a single contract to a qualified contractor to provide turnkey services to the City for interior upgrades to the existing Ocean Rescue Building located at 50 N. Pompano Beach Boulevard and to construct and install eight (8) custom designed lifeguard stations.

The project entails improvements to the interior of an existing building including but not limited to upgrades to existing bathrooms, locker rooms, exercise area, offices, etc. Applicants will be required to attend a meeting with Ocean Rescue personnel onsite and develop a scope of work. The meeting will be coordinated by the City's Capital Improvements Manager with all proposers at a time to be determined, but within one (1) week from the pre-conference meeting. Proposers must set aside up to 4 hours for a walkthrough of the Ocean Rescue Building including questions, photos, etc. The proposer may wish to include funding in contingency for unforeseen conditions. Item shall be labeled "Unforeseen Conditions – Contingency." Said contingency shall only be utilized

upon receiving City designated project manager's approval. Use of contingency funds without approval shall not be honored.

The combined project has a budget of \$2 million plus \$1.3 million for the second floor expansion (see below).

Add-Alternate – The selected firm will assist the City with due diligence and evaluation of the existing building's capacity for expansion including, but not limited to, addition of a second floor. The second floor addition will be in support of existing Ocean Rescue services. The firm shall be responsible for identification of necessary steps to modify the existing attic area and expand its usability such that tables, monitors, shelving, ventilation, air conditioning, bathrooms can be added and to ensure the bearing capacity of the existing building can support the aforementioned fixtures, furniture, and equipment. The selected firm may need to consult other government agencies such as the Florida Department of Environmental Protection and Broward County Biological Resources Division, to name a few. The selected firm will report to the City and the City may choose to proceed with the addition subject to allocating proper funding resources. The addition is presently unfunded, but the City estimates expansion costs may exceed \$1 million, up to \$1.3 million.

A. Scope Of Services

The scope of services may include, but is not limited, to the following:

- Prepare preliminary design plans and/or design alternative recommendations for interior improvements based on input from Ocean Rescue staff.
- Conduct presentations to elected officials, staff, and the public, if necessary.
- Prepare required documents for the project. This will include preparing surveys, design plans, technical specifications, construction plans, etc.
- Attendance at City Commission meetings may be required.
- Coordinate processing the projects through all required governmental and quasi-governmental agencies, City Departments and other appropriate review boards.
- Prepare and process all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. State, County and City)
- Provide construction oversight for the project. Proposer may need to make provisions for threshold inspections, shop drawing/contractor submittal reviews and approvals, responding to subcontractor requests for information, and reviewing subcontractor payment applications, if applicable.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

Firms must have previous municipal experience.

B. Tasks/Deliverables

Firms will develop plans and will interact with Ocean Rescue staff at various design intervals (30-60-90%) and during construction. Firms will prepare 100% construction plans. Firms will assist and secure required permits process in a timely fashion, if applicable. Firms will provide full construction services and final project certification. Team members shall develop the scope of work based on input provided by Ocean Rescue staff and prepare design and construction documents that meet the budget.

Lifeguard stations shall be constructed as per the construction plans. Note the numbers, fish and turtle identifiers are not included and shall be designed by an artist for installation at a later date. The contractor will coordinate with staff regarding adequate provisions for the future installation of the numbers and figurines. **The City does not intend to use pre-fabricated stations.**

C. Term of Contract

Proposer shall submit a cost proposal including a schedule by task. City wishes to complete this project by April 2020, except the add-alternate work. The proposer shall submit a plan for the add-alternate work including permitting and delivery.

D. Bonding Requirement

The successful Proposer will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract Documents. All performance and payment bonds, contract bonds, insurance contracts and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. **Performance and payment bonds are required.** Performance and Payment bonds must be recorded with Broward County.

E. Local Business Program

On March 13, 2018, the City Commission approved Ordinance 2018-112, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current

business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by *business use classification*, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is **strongly committed** to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The required goal for this RFP is 10% for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

NOTE:

The awarded proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document. The Frequency of the submittals will be determined by the City project Manager.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The city shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preferences follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Request for Proposal (RFP). No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of total score.
 - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.
3. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1&2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

NOTE IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION ON THE COMPLIANCE FORM AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

F. Required Proposal Submittal

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 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, with the sections clearly labeled:

Title page:

Show the project name and number, the name of the Proposer's 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:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Pricing

Firms will provide unit pricing for each Lifeguard Station and subtotal as an item. Firms will provide lump sum pricing for all interior renovations. And, firms will provide add-alternate pricing (including renderings) for second floor expansion.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

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

The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

G. Insurance

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the CITY's Purchasing Department at (954) 786-4098. If the contract has already been awarded,

please direct any queries and proof of the requisite insurance coverage to CITY staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver 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 as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves 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 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 this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. 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.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY'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.

(2) 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 | |
| ___ | sexual abuse/molestation | Minimum \$1,000,000 Per Occurrence and Aggregate |
| ___ | liquor legal liability | Minimum \$1,000,000 Per Occurrence and Aggregate |

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate.
 Bodily injury (each person) bodily injury (each accident),
 Property damage, bodily injury and property damage
 combined.

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

| | | Per Occurrence | Aggregate |
|-----|---------------------|--|-------------------------|
| ___ | other than umbrella | bodily injury and property damage combined | \$1,000,000 \$1,000,000 |

PROFESSIONAL LIABILITY

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

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

CYBER LIABILITY

| | | Per Occurrence | Aggregate |
|-----|---|----------------|-------------|
| ___ | * Policy to be written on a claims made 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.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their 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.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. 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 shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, 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 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 an agreement on a pre-loss basis.

H. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

| <u>Criteria</u> | <u>Point Range</u> |
|---|--------------------|
| 1 Experience and Expertise | 0-25 |
| <ul style="list-style-type: none"> • Previous related work experience and qualifications in the subject area of personnel assigned. • Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. | |
| 2 References | 0-20 |
| <ul style="list-style-type: none"> • History and performance of firm/project team on similar projects. • References and recommendations from previous clients. | |
| 3 Resources and Methodology | 0-25 |

- Adequacy of amount of quality resources assigned to the project.
- Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.
- Financial resources.

| | |
|---|--------------|
| 4 Cost | 0-30 |
| • Including the overall project-task budget and itemized cost breakdowns. | |
| Total | 0-100 |

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on combined scoring totals of each company.

NOTE:

Financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a solicitation, and are not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the 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 firm should submit documentation that evidences the 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 firm 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 (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves 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.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the 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.

I. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City 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 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 or any of its officers, agents or employees.

J. 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 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.

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.

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.

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.

K. Retention of Records and Right to Access

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.

L. Communications

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

M. No Discrimination

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

N. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the

City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

O. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

P. Contract Terms

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

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach 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 contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

Q. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, 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 this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

R. Survivorship Rights

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

S. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery

of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

T. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP 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 contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach 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 this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

U. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

V. RFP Conditions and Provisions

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

Proposer's response shall not contain any alteration to the document 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 bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

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

The City reserves the right to postpone or cancel this RFP, or reject all proposals, 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 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 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 resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer 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 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 §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

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 contract to provide any goods or services to a public entity, may not submit a proposal on a 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 a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City 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 from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer 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 selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or 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 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 Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

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:

i. Keep and maintain public records required by the City in order to perform the service;

- ii. 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;
 - 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - iv. 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.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

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**

X. Questions and Communication

All questions regarding the RFP 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 solicitation opening. Oral and other interpretations or clarifications will be

without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

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 addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

Z. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

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

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company 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 RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a 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 _____

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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, 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 with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or 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

Exhibit – Contractor Performance Report



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

**CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT**

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

Exhibit – 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 | |
| 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; customers expectations are exceeded.

City of Pompano Beach Florida Local Business Subcontractor Utilization Report

| | | | |
|--------------------------------|----------------------------|---|--|
| Project Name (1) | | Contract Number and Work Order Number (if applicable) (2) | |
| Report Number (3) | Reporting Period (4) to | Local Business Contract Goal (5) | Estimated Contract Completion Date (6) |
| Contractor Name (7) | | Contractor Telephone Number (8) () - | Contractor Email Address (9) |
| Contractor Street Address (10) | Project Manager Name (11) | Project Manager Telephone Number (12) () - | Project Manager Email Address (13) |

| Local Business Payment Report | | | | | | |
|---|--|--------------------------|---------------------|--|---------------------|-------------------------|
| Federal Identification Number (14) | Local Subcontractor Business Name (15) | Description of Work (16) | Project Amount (17) | Amount Paid this Reporting Period (18) | Invoice Number (19) | Total Paid to Date (20) |
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| | | | | | | |
| Total Paid to Date for All Local Business Subcontractors (21) \$ | | | | | | 0.00 |

I certify that the above information is true to the best of my knowledge.

| | | | |
|---|--|------------|-----------|
| Contractor Name – Authorized Personnel (print) (22) | Contractor Name – Authorized Personnel (sign) (23) | Title (24) | Date (25) |
|---|--|------------|-----------|

Local Business Subcontractor Utilization Report Instructions

- Box (1) Project Name** – Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).
- Box (3) Report Number** - Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).
- Box (5) Local Contract Goal** - Enter the Local Contract Goal percentage on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work the order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the Local Subcontractor(s).
- Box (15) Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

- Box (18) Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** – Enter the Local Subcontractor’s invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.
- Box (21) Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.
- Box (22) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.
- Box (24) Title** – Enter the title of authorized employee completing the Local Subcontractor Utilization Report.
- Box (25) Date** – Enter the date of submission of the Local Subcontractor Utilization Report to the City.

LOCAL BUSINESS EXHIBIT "B"
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

RFP Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESS(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

| Business Name, Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|------------------------|-------------------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

RFP # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D" – Page 2

LOCAL BUSINESS EXHIBIT "D"

03/08/17, 10:48:00 AM



LIFEGUARD TOWER

CITY OF POMPANO BEACH

100 WEST ATLANTIC BLVD,
POMPANO BEACH, FLORIDA 33060



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MEMBER: AMERICAN SOCIETY OF ARCHITECTS - AIA 000999
24 NE 24th AVE SUITE 100 POMPANO BEACH, FLORIDA 33062
TEL (954) 941-3333 FAX (954) 943-7708

GRAPHIC SYMBOLS

- REVISION TAG
- COLUMN REFERENCE GRADE TAG
- BLOCKING NUMBER
- ELEVATION MARK
- SPOT ELEVATION
- DIMENSION SYMBOL
DIMENSION TO DIMENSION LINE
- DIMENSION TO FACE OF FRAMING UNLESS NOTED OTHERWISE
- CONTROL LINES - COLUMN REFERENCE LINES FOR ARCHITECTURAL, STRUCTURAL, AND MECHANICAL DIMENSIONS
- CENTERLINE
- PROPERTY LINE
- DETAIL NUMBER SECTION TAG
- DETAIL NUMBER ELEVATION TAG
- DETAIL NUMBER SHEET CALLOUT TAG
- ROOFSPACE NUMBER
- DOOR NUMBER
- WINDOW TAG
- SPOT OR REQUIRED SPOT ELEVATION
- FINISH MATERIAL
- REVISION

OWNER

DESIGNERS OF RECORD

ARCHITECT
DK Architects/Planners, Inc.
24 NE 24 Avenue
Pompano Beach, Florida 33062
(954) 941-3329
BLAISE McGINLEY ARCHITECT A00001

STRUCTURAL ENGINEER
SPECIALTY ENGINEERING CONSULTANTS, INC.
808 N. 80th AVE. SUITE 150
BOYNTON BEACH, FL 33426
(561) 782-8448
GARY HODGKINS, PE, FL #6634
D. MARK LABLANC, PE, FL #56463
D. ADAM LABLANC, PE, FL #1382

INDEX OF DRAWINGS

- C8 COVER SHEET
- A1 BASE / FLOOR / ROOF PLANS
- A2 EXTERIOR ELEVATIONS AND SCHEDULES
- A3 BUILDING SECTIONS
- A4 SECTIONS AND DETAILS
- A5 SECTIONS AND DETAILS
- S1 BASE FRAMING PLAN AND DETAILS
- S2 BASE ELEVATIONS
- S3 SECTIONS AND DETAILS
- S4 DECK AND ROOF FRAMING PLANS
- S5 SECTIONS AND DETAILS
- LPI LIGHTING PROTECTION

PROJECT DESCRIPTION

NEW CONSTRUCTION - PORTABLE STRUCTURE

SYMBOL ABBREVIATIONS

- A AND
- ∠ ANGLE
- AT/SPACING
- B/ BOTTOM OF
- BP1 BENCH MARK
- C CENTERLINE
- P PROPERTY LINE
- ∅ DIAMETER
- SQUARE
- T/ TOP OF
- W WITH

GENERAL NOTES

1. THE SHOWN DIMENSIONS PREVAIL ON THE CONSTRUCTION DOCUMENTS. DO NOT SCALE THESE DIMENSIONS. CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. IF ANY DISCREPANCY OCCURS, THE CONTRACTOR IS REQUIRED TO NOTIFY THE ARCHITECT IN WRITING BEFORE PROCEEDING WITH ANY WORK AFFECTED BY THE DISCREPANCY.

CODE ANALYSIS



NEW CONSTRUCTION
POMPANO BEACH
LIFEGUARD TOWER
CITY OF POMPANO BEACH, FLORIDA

DATE
2018-04-18

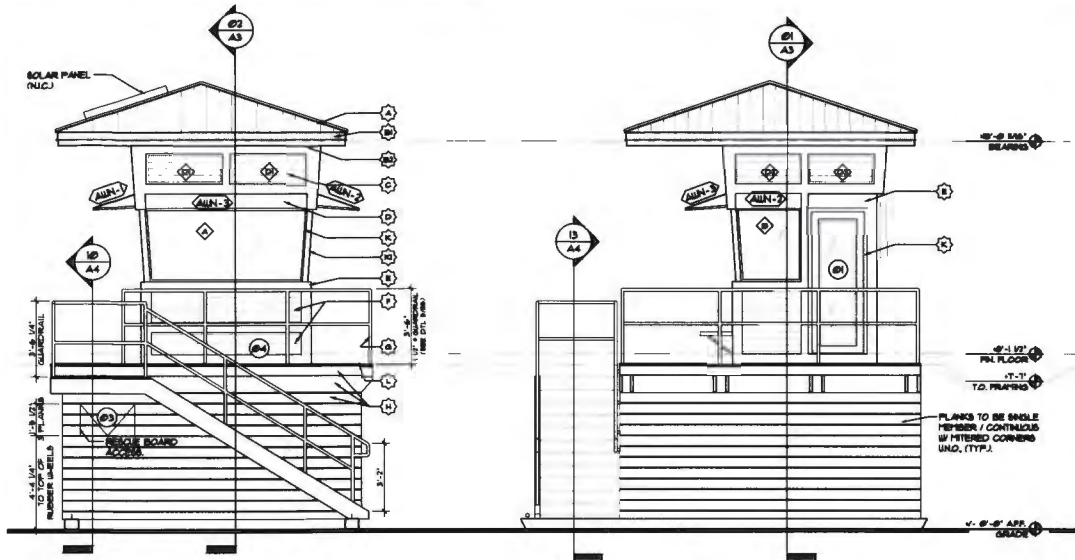
CONSTRUCTION DOCUMENTS

PROJECT NO.
17025

BY: REVISIONS DATE

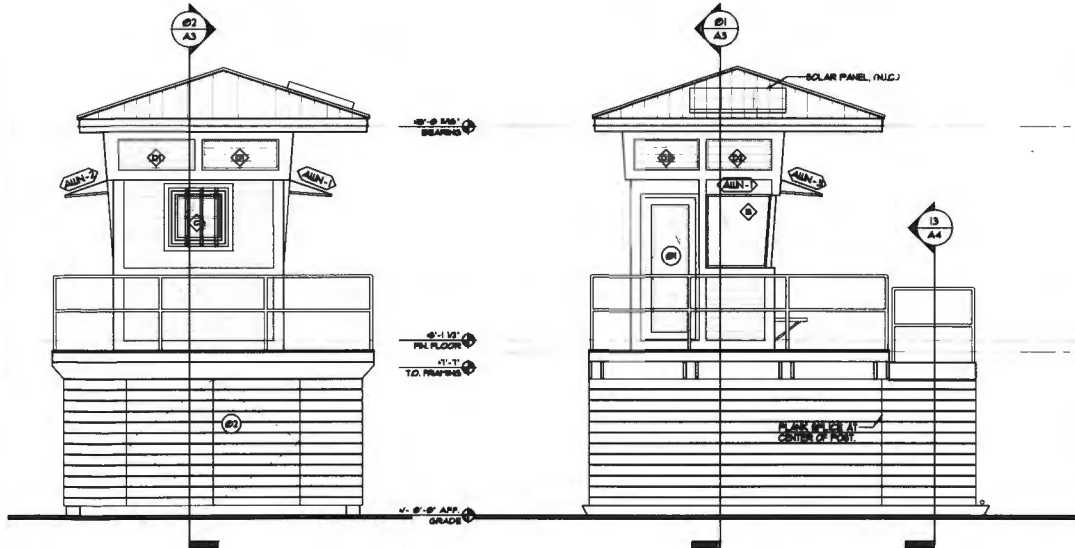
SHEET NO.
CS
COVER SHEET

EXHIBIT "A" - ORIGINAL AGREEMENT



1 EAST - FRONT FACADE
SCALE: 3/8" = 1'-0"
FINISHES - TYPICAL

2 NORTH - RIGHT SIDE FACADE
SCALE: 3/8" = 1'-0"



3 WEST - BACK FACADE
SCALE: 3/8" = 1'-0"

4 SOUTH - LEFT SIDE FACADE
SCALE: 3/8" = 1'-0"

WINDOW SCHEDULE

| TAG | SIZE | | ROUGH OPENING | | TYPE | MATERIAL | FUNCTION | FINISH | MODEL | N.O.A. | NOTES |
|-----|------------------|-----------|---------------|-----------|------|----------|--------------|--------------|-------------------|------------|-------|
| | DEPTH | HEIGHT | DEPTH | HEIGHT | | | | | | | |
| A | SEE WINDOW TYPES | | | | A | ALUMINUM | FIXED | SEE FINISHES | N/A | N/A | 1,3 |
| B | SEE WINDOW TYPES | | | | B | ALUMINUM | FIXED | SEE FINISHES | N/A | N/A | 1,3 |
| C | 3'-2 1/2" | 3'-2" | 3'-2" | 2'-1 1/2" | C | ALUMINUM | SHIELD HINGE | | OSI - SERIES 7000 | SI-0700-00 | 1,2 |
| D1 | 3'-0 3/4" | 7'-4 5/8" | | | D | ALUMINUM | LOWWER | | ARLITE - 10/104 | N/A | |
| D2 | 3'-0 3/4" | 7'-4 5/8" | | | D | ALUMINUM | LOWWER | | ARLITE - 10/104 | N/A | |

WINDOW NOTES:

GLAZES AVAILABLE FROM LANT CHANCE GLASS 304-390-0700

SEE N.O.A. FOR ALL ATTACHMENTS.

1. ALL HARDWARE TO BE STAINLESS STEEL.
2. PROVIDE BLINDS.
3. 1/2" LAMINATED SHINY LOW EMISS COATED IMPACT GLASS 800 WITH (3) QUARTERS IN 4-8 SETTING. BLOCKS BOTTOM, GLASSES FORM TAPE HORIZON 1/4" X 3/8" AND DOWNS CORNER TO BLOCK SEALANT.

DOOR SCHEDULE

| TAG | SIZE | | | ROUGH OPENING | | TYPE | MATERIAL | FINISH | FRAME | MODEL | N.O.A. | NOTES | |
|-----|-----------|------------|-----------|---------------|------------|------|----------|--------------|----------|-------|------------------|-----------|-------|
| | DEPTH | HEIGHT | THICKNESS | DEPTH | HEIGHT | | | | | | | | |
| 1 | 3'-0" | 8'-0" | 1-3/4" | 3'-0" | 8'-1 1/4" | B | WOOD | SEE FINISHES | ALUMINUM | 1 | OSI - SERIES 600 | SI-600-00 | 1,3 |
| 2 | 3'-0 1/2" | 8'-0" | | 3'-0" | 8'-1 1/4" | B | WOOD | SEE FINISHES | N/A | 2 | | | 1,3 |
| 3 | 3'-0 1/2" | 7'-8 1/2" | | 3'-0" | 7'-8 1/2" | F | WOOD | | N/A | 3 | | | 1 |
| 4 | 7'-8 1/2" | 6'-10 3/8" | | 7'-8 1/2" | 6'-10 3/8" | F | | | N/A | 1 | | | 1,3,4 |

DOOR NOTES:

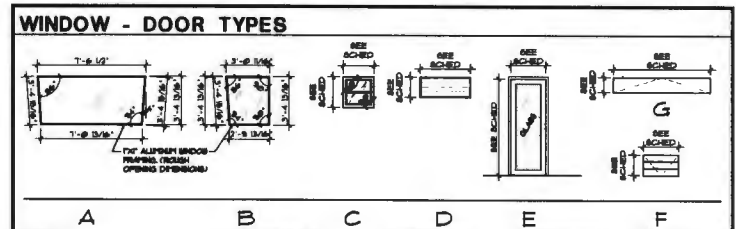
GLAZES AVAILABLE FROM LANT CHANCE GLASS 304-390-0700

SEE N.O.A. FOR ALL ATTACHMENTS.

1. NOT USED.
2. SEE STRUCTURAL DETAIL FOR DOOR DETAILS.
3. SEE N.O.A. DETAIL.
4. LOCK ON THE INSIDE.
5. PROVIDE BLINDS.

HARDWARE:

- ALL HARDWARE TO BE STAINLESS STEEL.
1. DEADBOLT LOCK
2. ... (STORAGE DOOR)
3. SLIDE BOLT



FINISH SCHEDULE

| ① SUBSTRATE | COLOR | FINISH | SPEC SECTION | NOTES |
|----------------------------------|--|-------------------------------------|----------------|------------------------|
| A. METAL ROOFING | WHITE | STYAR 300 | 03 00 03 | |
| B1. CRIP ROOF FASCIA | WHITE | VALSPAN FLUOROPOLY SOLAR REFLECTIVE | 03 00 03 | |
| B2. CRIP ROOF FASCIA | WHITE | SHERRILL-WILLIAMS URETHANE SYSTEM | 03 00 00 2.4 B | |
| C. AEROLITE LOWWER | HATCH VALSPAN | STYAR 300 | 03 00 00 | |
| D. ALUM. SIDING | N. THERMO FIBER-CORNER MATCH BUTTERMENT FIBER-CORNER | PFD. STANDARD POWDER COATING | 03 00 00 | |
| E. HARDIE T&G | WHITE | SHERRILL-WILLIAMS URETHANE SYSTEM | 03 00 00 2.4 A | |
| F. HARDIE PLANK LAP SIDING | CAPRI 60 0 100 | SHERRILL-WILLIAMS URETHANE SYSTEM | 03 00 00 2.4 A | |
| G. ALUM. FINISHES | WHITE | PFD. STANDARD POWDER COATING | 03 00 00 | |
| H. P3. FRAMING & PLAINS | CAPRI 60 0 100 | SHERRILL-WILLIAMS URETHANE SYSTEM | 03 00 00 2.4 B | 6400 PRIOR TO PAINTING |
| I. CEILING | WHITE | SHERRILL-WILLIAMS URETHANE SYSTEM | 03 00 00 2.4 A | SEE NOTE #1 BELOW |
| J. CONCRETE | WHITE | SHERRILL-WILLIAMS URETHANE SYSTEM | 03 00 00 2.4 A | SEE NOTE #1 BELOW |
| K. ALUM. DOORS AND INSIDE FRAMES | WHITE | PFD. STANDARD POWDER COATING | 03 00 00 | |
| L. ALUM. TUBE FRAME | WHITE | PFD. STANDARD POWDER COATING | 03 00 00 | |
| M. COPPERITE DECK | ROPE BOND | TRANSCEND | 03 00 00 | |

FINISHES NOTES:

1. PRIOR TO FINISHES APPLY A 1/2\"/>

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BLAKE TAYLOR, P.E.
REGISTERED PROFESSIONAL ENGINEER
FLORIDA LICENSE NO. 12507

NEW CONSTRUCTION
POMPANO BEACH
LIFEGUARD TOWER
CITY OF POMPANO BEACH, FLORIDA

DATE: 2018-04-18

CONSTRUCTION OCCUPANTS

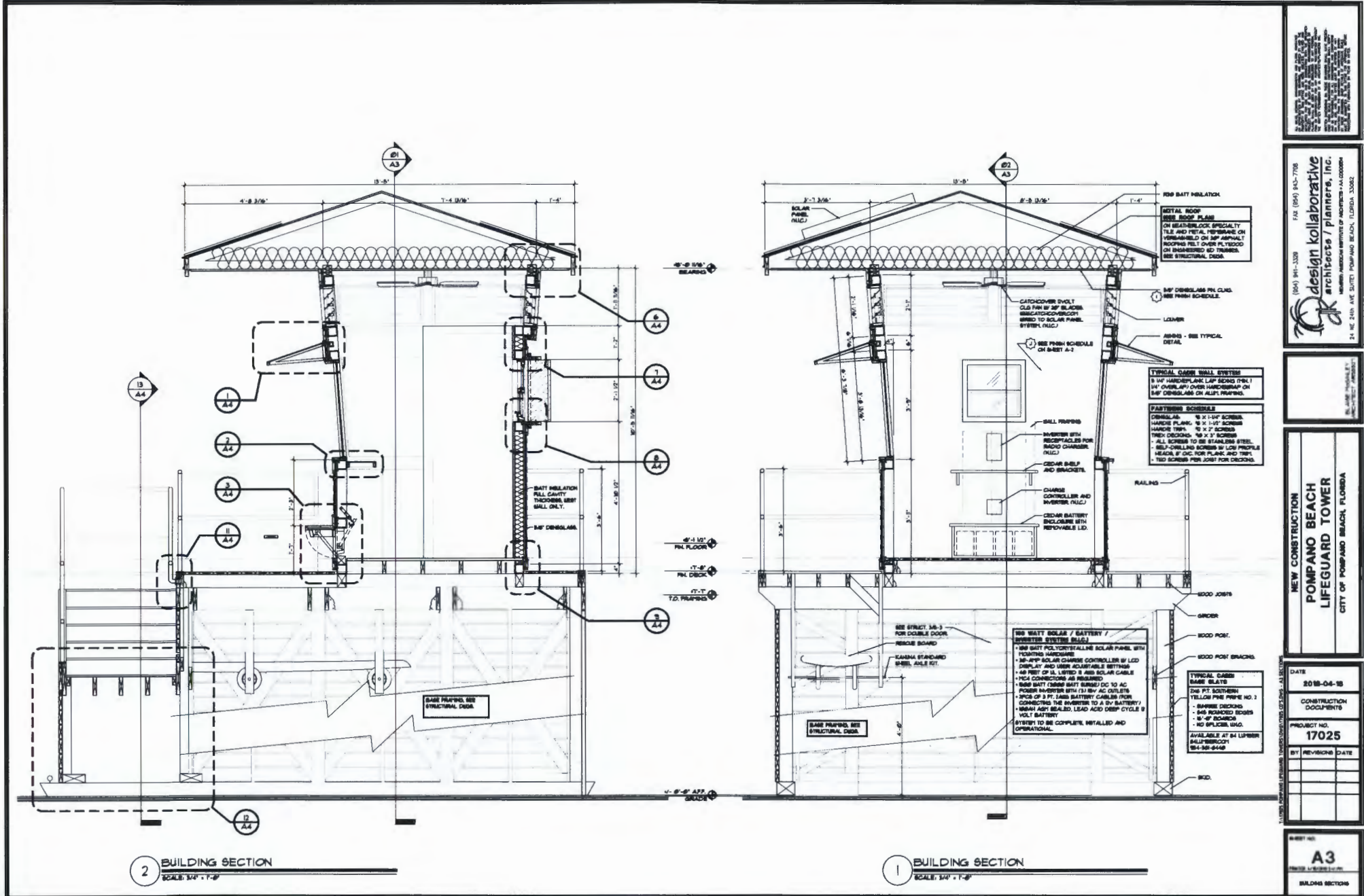
PROJECT NO. 17025

BY: REVISIONS DATE

SHEET NO. A2

EXTERIOR ELEVATION

Sheet "A", Architectural Drawings



2 BUILDING SECTION
SCALE: 3/4" = 1'-0"

1 BUILDING SECTION
SCALE: 3/4" = 1'-0"

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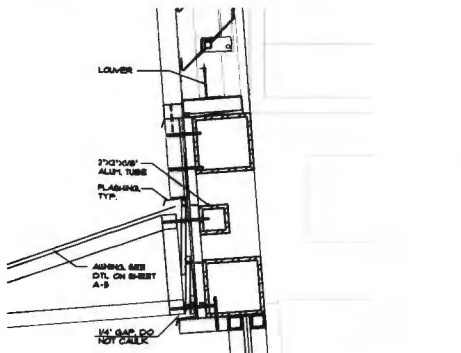
BLANK ARCHITECTURAL

NEW CONSTRUCTION
POMPANO BEACH
LIFEGUARD TOWER
CITY OF POMPANO BEACH, FLORIDA

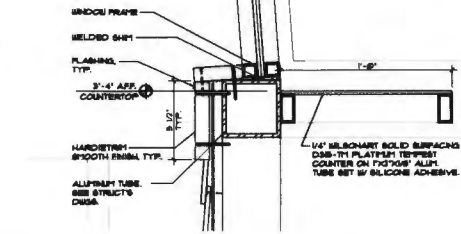
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PROJECT NO: 17025
BY: REVISED DATE:

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A3
BLANK ARCHITECTURAL

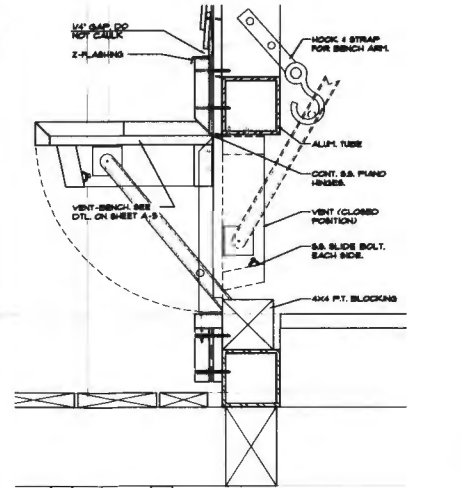
Sheet W, Exhibits Documents



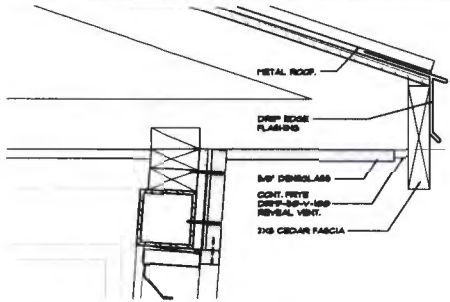
1 WINDOW SHUTTER DETAIL
SCALE: 3" = 1'-0"



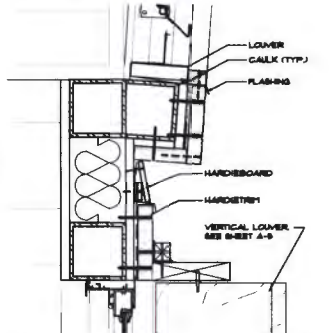
2 COUNTER DETAIL
SCALE: 3" = 1'-0"



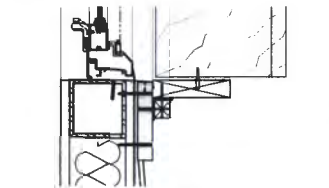
3 BENCH-VENT DETAIL
SCALE: 3" = 1'-0"



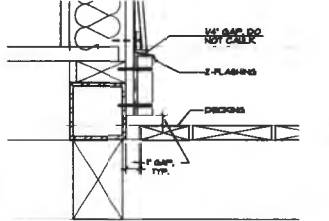
6 ROOF SOFFIT/FASCIA DETAIL
SCALE: 3" = 1'-0"



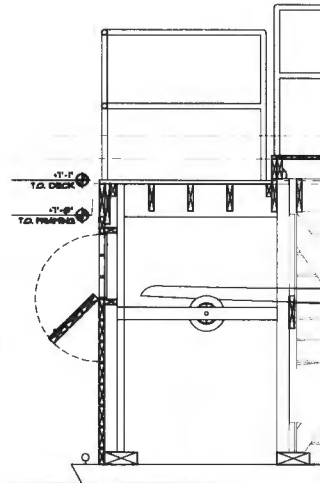
7 WNDW HDR / LOUVER SILL DTL
SCALE: 3" = 1'-0"



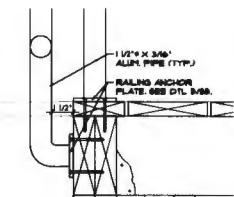
8 WINDOW SILL DETAIL
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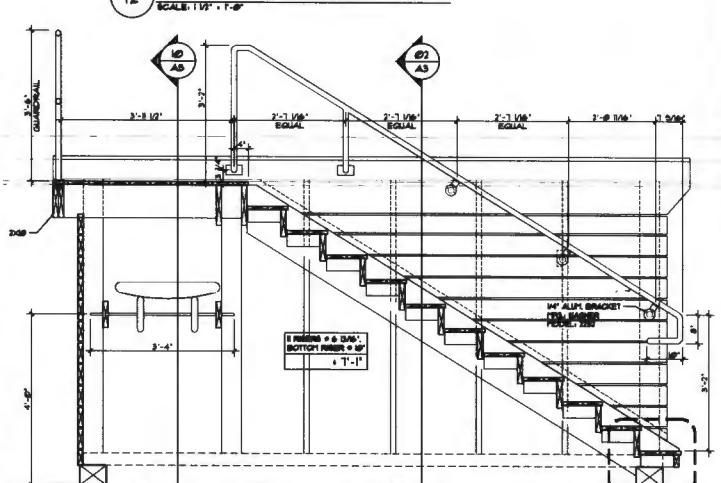
9 CABIN WALL / DECK DTL
SCALE: 3" = 1'-0"



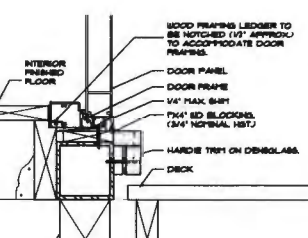
10 LANDING SECTION
SCALE: 3/4" = 1'-0"



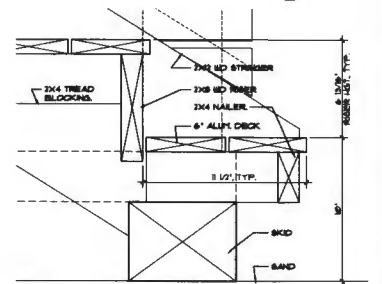
11 RAILING PLATE
SCALE: 3" = 1'-0"



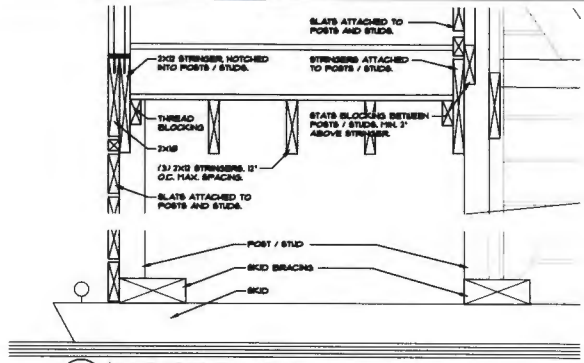
13 STAIRS / RAILING DETAIL
SCALE: 3/4" = 1'-0"



14 DOOR THRESHOLD SECT.
SCALE: 3" = 1'-0"



15 THREAD / RISER DETAIL
SCALE: 3" = 1'-0"



12 STAIR SECTION DETAIL
SCALE: 1/4" = 1'-0"

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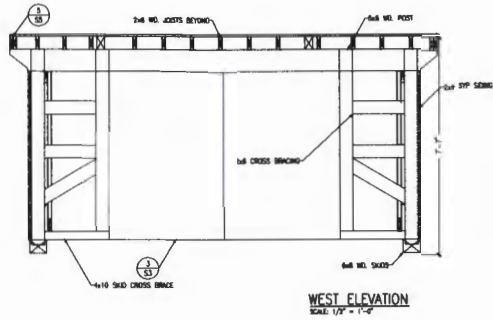
BLAKE T. HANLEY ARCHITECT

NEW CONSTRUCTION
POMPANO BEACH
LIFEGUARD TOWER
CITY OF POMPANO BEACH, FLORIDA

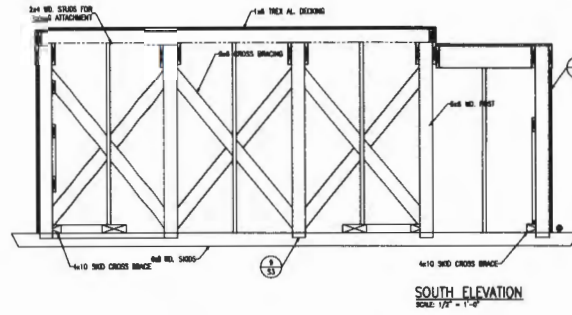
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|------------------------|------------|
| DATE | 2018-04-18 |
| CONSTRUCTION DOCUMENTS | |
| PROJECT NO. | 17025 |
| BY / REVISION DATE | |
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| | |

A4
DETAILS

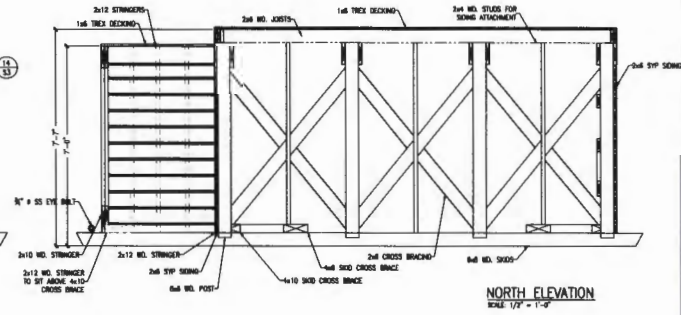
EXHIBIT "A" - ORIGINAL AGREEMENT



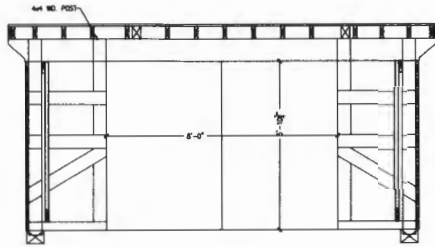
WEST ELEVATION
SCALE 1/2" = 1'-0"



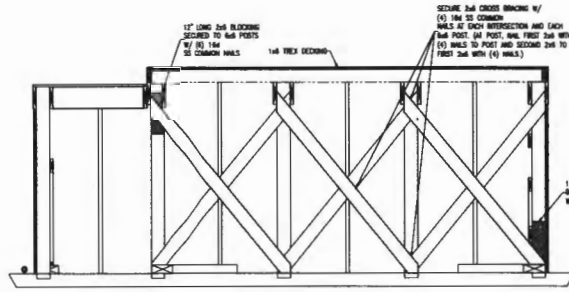
SOUTH ELEVATION
SCALE 1/2" = 1'-0"



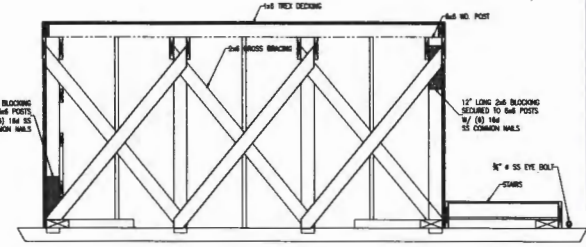
NORTH ELEVATION
SCALE 1/2" = 1'-0"



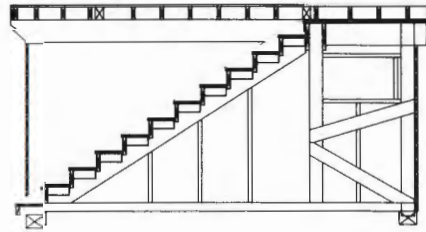
WEST ELEVATION (IN LOOKING OUT)
SCALE 1/2" = 1'-0"



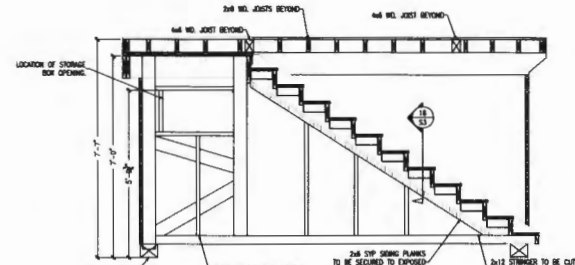
SOUTH ELEVATION (IN LOOKING OUT)
SCALE 1/2" = 1'-0"



NORTH ELEVATION (IN LOOKING OUT)
SCALE 1/2" = 1'-0"



EAST ELEVATION (IN LOOKING OUT)
SCALE 1/2" = 1'-0"



EAST ELEVATION
SCALE 1/2" = 1'-0"

INSPECTOR NOTE
 1. SEE ARCHITECTURAL PLANS FOR COMPOSITE ELEVATIONS AND RAILING PLAN.
 2. ALL SIMPSON CONNECTIONS, FASTENERS, BOLTS AND OTHER HARDWARE TO BE GRADE 316 STAINLESS STEEL.
 3. ALL WOOD TO BE SYP, No. 2, PRESSURE TREATED, UNLESS OTHERWISE NOTED.

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SHEET INFORMATION
 LOWER LEVEL ELEVATIONS

PROJECT INFORMATION
 LIFEGUARD TOWER
 POMPANO BEACH, FL

CLIENT INFORMATION
 DK ARCHITECTS
 24 NE 24th AVENUE, #1
 POMPANO BEACH, FL 33062



SPECIALTY ENGINEERING CONSULTANTS, INC.
 1800 SW 20th AVE.
 SUITE 200
 POMPANO BEACH, FL 33062

PHONE - (904) 780-1100 - POMPANO BEACH, FL, CA 888217
 FAX - (904) 780-1100 - SUITE OFFICE
 FAX - (904) 780-1100 - SUITE FAX

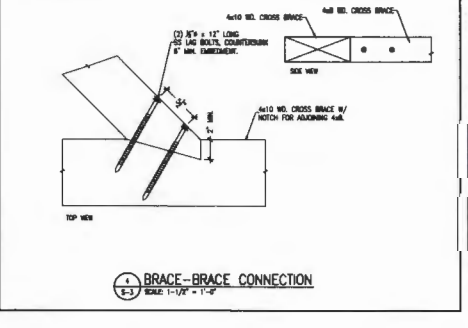
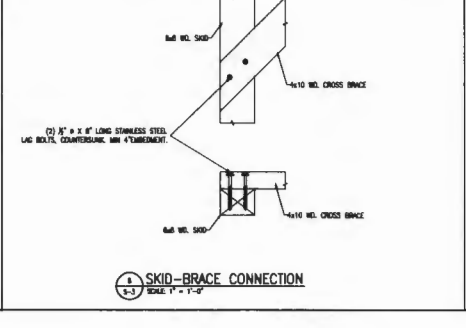
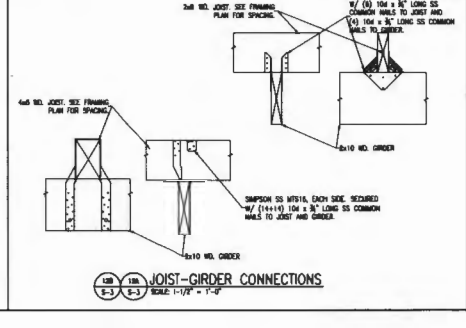
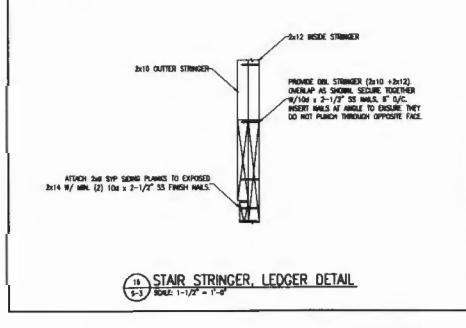
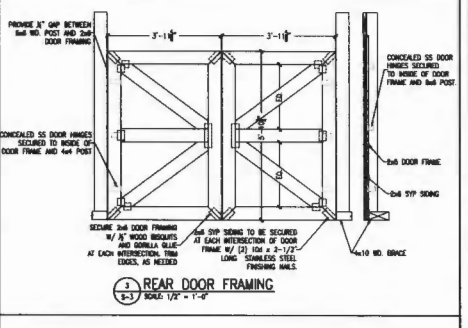
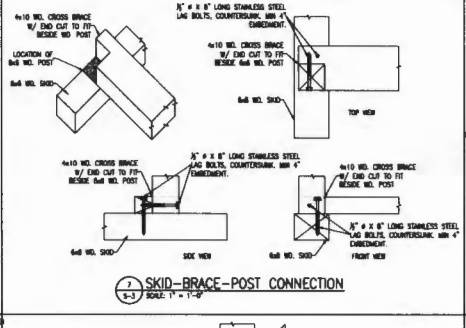
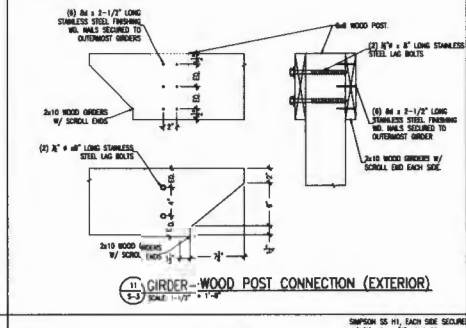
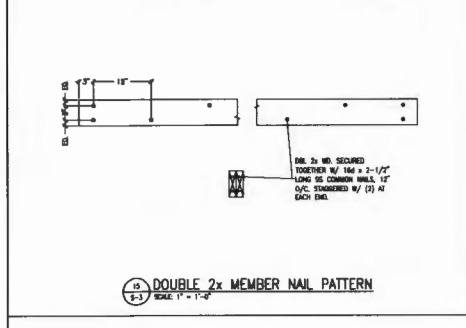
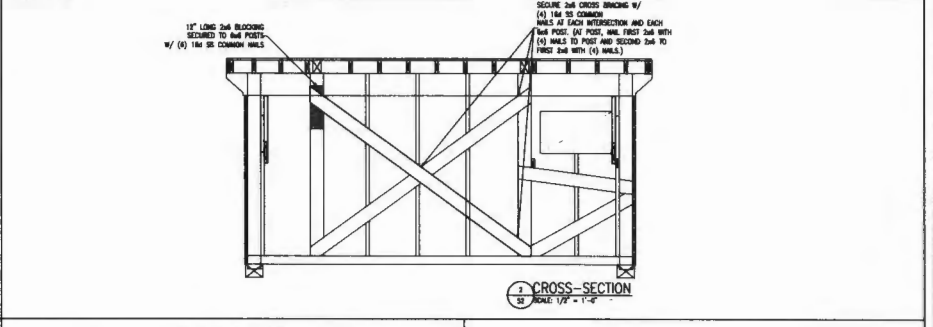
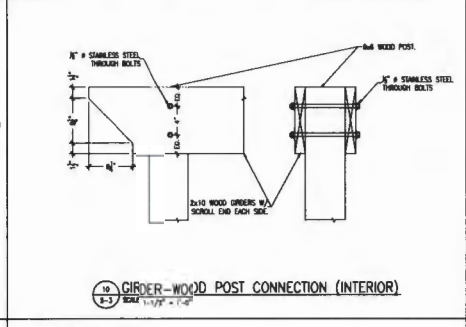
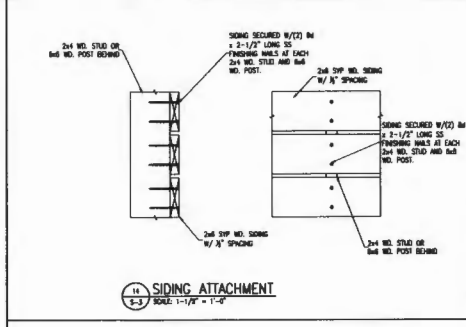
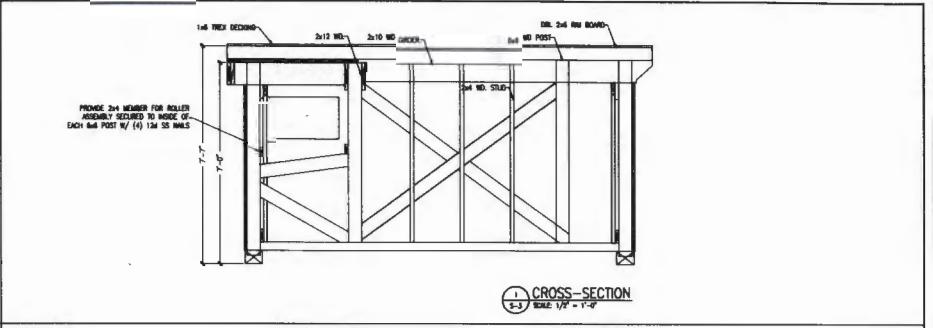
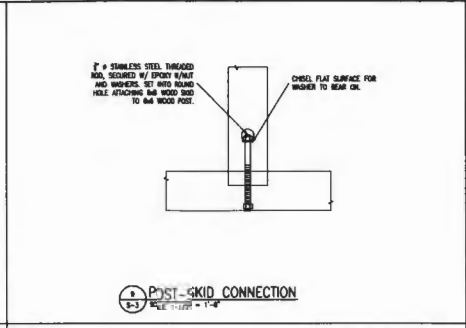
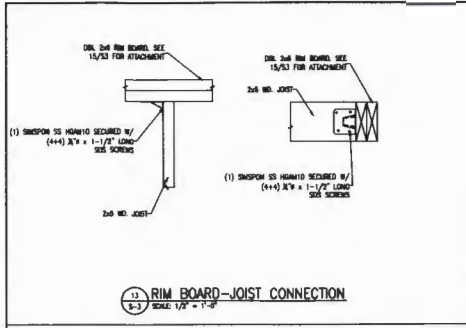
PROJECT NAME
 LIFEGUARD TOWER
 SCALE 1/8" = 1'-0"
 DATE 4/18/2018
 BY G.M.C.D.
 IN CHARGE R.L.

REVISION
 0

SEALED BY
 GARY WOODRUFF, P.E.
 12100 WOODRUFF BLVD.
 POMPANO BEACH, FL 33062

SHEET # OF
 S2 5

Scale 1/4" = 1'-0"



SHEET INFORMATION
CROSS-SECTIONS, DETAILS AND NOTES

PROJECT INFORMATION
LIFEGUARD TOWER
POMPANO BEACH, FL

CLIENT INFORMATION
DK ARCHITECTS
24 NE 24th AVENUE, #1
POMPANO BEACH, FL 33062

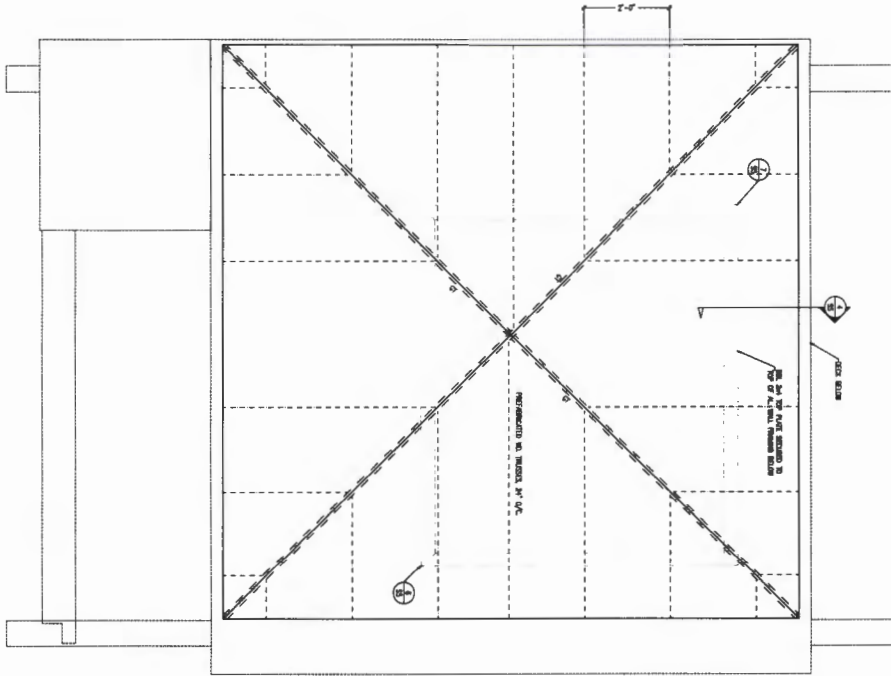


SPECIALTY ENGINEERING CONSULTANTS, INC.
1000 SW 30th AVE.
SUITE 100
POMPANO BEACH, FL 33062
ONE - BEACHVIEW - PALM BEACH
FL, CA, FLORIDA 17

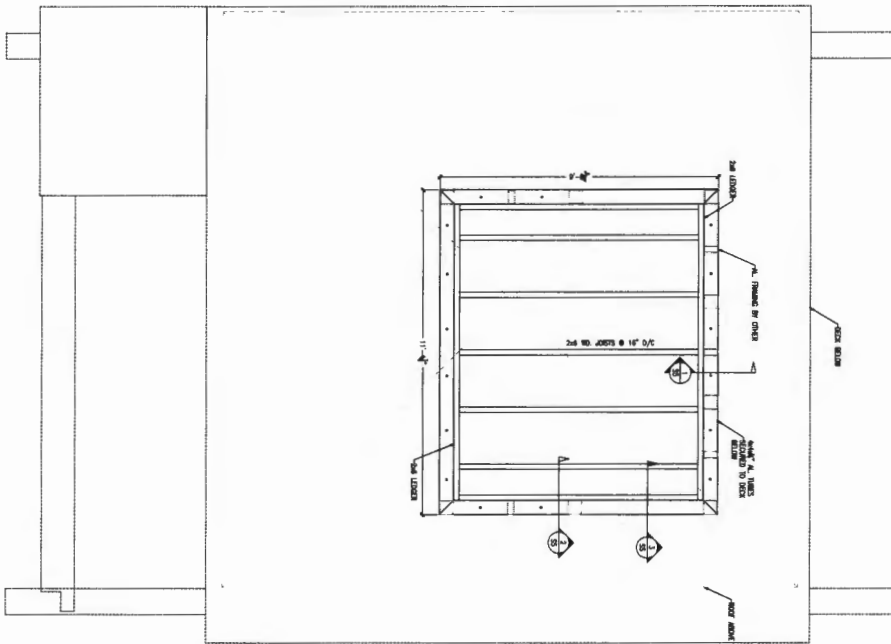
FILE NAME: 1000-2018000000000000-01-0
SCALE: 1/4" = 1'-0"
DATE: 4/18/2018
INVD. BY: G.M.C.D.
DRAWN BY: R.L.

REVISION: 0
SHEET # 5 OF 5
S3

UPPER CABIN ROOF FRAMING

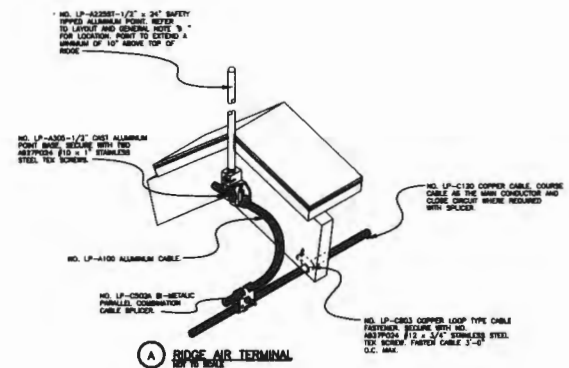
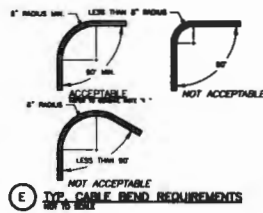
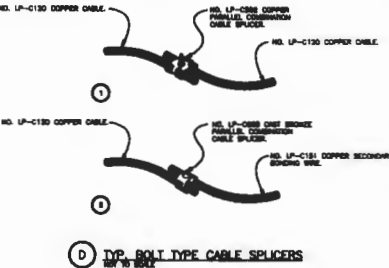
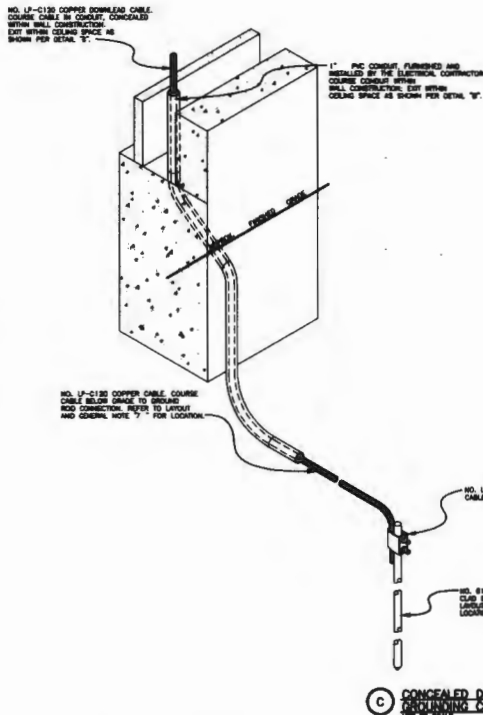
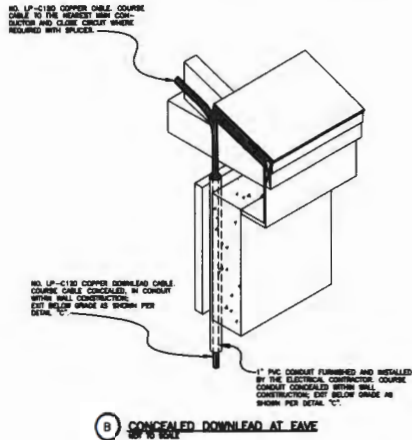
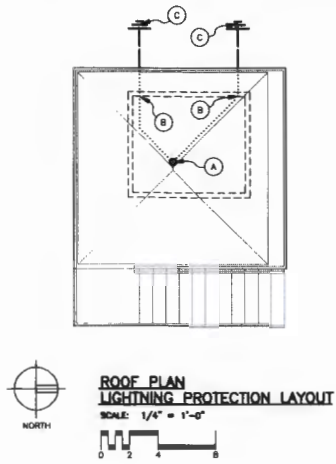


UPPER CABIN FLOOR FRAMING



| | | | | | | |
|---------------------|--|-------------------|--|---|----------------------------|--|
| <p>SHEET 5 OF 5</p> | <p>DATE: 4/18/2018 DRAWN BY: G.M.D. CHECKED BY: R.L.L.</p> | <p>PROJECT: 0</p> | <p>DK ARCHITECTS 24 NE 24th AVENUE, #1 POMPANO BEACH, FL 33062</p> | <p>LIFEGUARD TOWER POMPANO BEACH, FL</p> | <p>UPPER CABIN FRAMING</p> | <p>DK ARCHITECTS 24 NE 24th AVENUE, #1 POMPANO BEACH, FL 33062 TEL: 904.781.1111 FAX: 904.781.1112 WWW.DKARCHITECTS.COM</p> |
|---------------------|--|-------------------|--|---|----------------------------|--|

EXHIBIT "A" SUBMITTAL DRAWING



| LEGEND | |
|--------|---|
| ⊙ | AIR TERMINAL LOCATION |
| ⊚ | GROUND ROD LOCATION |
| --- | NO. 14-C130 COPPER CABLE, U.L. LABELED, 28 ST. 17 LB. 182 LB./1,000 FT., BRASS OR (LF 860) |
| --- | NO. 14-C130 COPPER CABLE, U.L. LABELED, SAME SPEC AS ABOVE, COURSE CABLE CONCEALED FROM VIEW SHOWN. |

| NO. | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
| | | | |
| | | | |
| | | | |

| GENERAL INSTALLATION NOTES | |
|----------------------------|---|
| 1 | CURRENT U.L. LISTED TYPES/SPES ARE REQUIRED ON ALL SERVICE ENTRANCES AND SHALL BE FURNISHED AND INSTALLED BY OTHERS |
| 2 | TELEPHONE AND/OR ELECTRICAL SERVICE ENTRANCE GROUNDS SHALL BE INTERCONNECTED TO THE LIGHTNING PROTECTION GROUNDING OR WATER PIPE. |
| 3 | METAL SIDING OR INSULATION LOCATED ABOUT THE ROOF SUCH AS ICE BATH FLASHING, GABLES, STEPS, ROOF FLASHING, ROOF VENTS, INSULATION VENTS, LOUVERS AND DOOR FRAMES SETBACK BEYOND 1'-0" OF A LIGHTNING CONDUCTOR OR BRASS METAL BODY SHALL BE INTERCONNECTED TO THE LIGHTNING CONDUCTOR SYSTEM. |
| 4 | NO BEND OF A CONDUCTOR SHALL FORM A FINAL INCLUDED ANGLE OF 90° OR MORE. IF THIS IS NECESSARY, THE BEND SHALL BE MADE WITH A MINIMUM OF 180°. |
| 5 | CONDUCTORS SHALL INTERCONNECT ALL AIR TERMINALS AND SHALL FORM A TWO-WAY PATH FROM EACH AIR TERMINAL, HORIZONTALLY OR DOWNWARD TO CONNECTIONS WITH GROUND TERMINALS. |
| 6 | ALL LIGHTNING PROTECTION CONDUCTORS SHALL BE FASTENED NOT MORE THAN 3'-0" MAXIMUM SPACING. |
| 7 | GROUND RODS SHALL BE DRIVEN TO A MINIMUM DEPTH OF 6'-0" BELOW GRADE AND 2'-0" AWAY FROM FOUNDATION WALL. |
| 8 | FOR SAKE OF CLARITY, WE HAVE NOT LABELED EACH INDIVIDUAL ITEM OF LIGHTNING PROTECTION MATERIALS ON THE ROOF PLAN. WE HAVE SHOWN INSTALLATION DETAILS AND HAVE CALLED OUT EACH OF THESE DETAILS ON THE ROOF PLAN ONLY AT RANDOM LOCATIONS. |
| 9 | AIR TERMINALS SHALL BE PLACED AT ALL UNPROTECTED OUTSIDE CORNERS AND LOCATED HORIZONTALLY ON 90°-0" MAXIMUM SPACING AROUND THE ROOF PERIMETER OR ROOF AND WITHIN 2'-0" OF OUTSIDE EDGE. |
| 10 | BOND ALL METALLIC PIPES INCLUDING WATER, FINE GAS, SEWER, DRAIN, ETC. FROM ENTERING THE STRUCTURE TO THE NEAREST DOWNLEAD, GROUND ROD OR GROUND LOOP. |
| 11 | BOND COPPER LIGHTNING PROTECTION MATERIALS SHALL NOT BE INSTALLED ON ALUMINUM ROOF OR SIDING OR OTHER ALUMINUM SURFACES AND VICE VERSA. ALUMINUM LIGHTNING PROTECTION MATERIALS SHALL NOT BE INSTALLED ON COPPER ROOFING OR COPPER SIDING OR OTHER COPPER SURFACES. |
| 12 | THE LIGHTNING PROTECTION SYSTEM SHALL BE INSTALLED IN A NEAT AND UNOBSERVABLE MANNER SO THAT ALL COMPONENTS WILL BLEND IN WITH THE APPEARANCE OF THE BUILDING. |
| 13 | ACTUAL JOB-SITE CONDITIONS MAY REQUIRE ALTERNATE ALTERNATIVES IN AIR TERMINAL AND GROUND ROD LOCATIONS. |
| 14 | GROUND ROD AIR TERMINALS SHALL BE PLACED ON 90°-0" MAXIMUM SPACING. |
| 15 | IF REQUIRED, ANY SACRIFICIAL ROOFING PANEL SHALL BE FURNISHED AND INSTALLED BY THE ROOFING CONTRACTOR. |
| 16 | ALL AIRBORNE FIRE FITTINGS SHALL BE SET BY PLACE WITH AN APPLICATION OF CHEM UNF-1 STRUCTURAL SEALANT OR NON-SALICATED ROOF. |
| 17 | ALL CONDUIT CONDUIT FASTENERS AND MISCELLANEOUS ACCESSORIES SHALL BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR. |
| 18 | THE DESIGN LAYOUT AND INSTALLATION DETAILS SHOWN HEREON SHALL MEET THE REQUIREMENTS OF NATIONAL FIRE PROTECTION ASSOCIATION STANDARD 780A, CURRENT EDITION WHEN REQUIRED BY SPECIFICATION. |
| 19 | THE LIGHTNING PROTECTION INSTALLATION SHALL COMPLY IN ALL RESPECTS TO THE LIGHTNING PROTECTION INSTITUTE STANDARD LPI-175 WHEN REQUIRED BY SPECIFICATION. THE INSTALLATION SHALL BE MADE BY OR UNDER THE SUPERVISION OF AN L.P.I. MASTER METALLURGIST DESIGNER. |
| 20 | THE LIGHTNING PROTECTION INSTALLATION SHALL COMPLY IN ALL RESPECTS TO THE LIGHTNING PROTECTION INSTITUTE STANDARD LPI-175 WHEN REQUIRED BY SPECIFICATION. THE INSTALLATION SHALL BE MADE BY OR UNDER THE SUPERVISION OF AN L.P.I. MASTER METALLURGIST DESIGNER. |
| 21 | THE DESIGN LAYOUT AND INSTALLATION DETAILS SHOWN HEREON SHALL REQUIRE AN LPI 175 CERTIFICATION FROM THE LPI-175 (INSPECTION PROGRAM) OR U.L. 686 MASTER LABEL CERTIFICATE WHEN REQUIRED BY SPECIFICATION. UPON COMPLETION OF THE PROJECT. |

| | |
|--|--|
| | |
| LIGHTNING PROTECTION SYSTEM PROJECT: LIFEGUARD TOWER | |
| 1100 BAY BLVD. SUITE 100 TAMPA, FLORIDA 33606 INSTALLER & DESIGNER: Lightning Protection Systems, Inc. A MEMBER COMPANY OF THE LIGHTNING PROTECTION SERVICE 3500 N. WINDHURST ROAD, SUITE 100 TAMPA, FLORIDA 33606 813.988.8888 JOB NO. 18042 DESIGN ENGINEER: JAMES W. HARRIS L.P.I. - MEMBER - U.S.P.A. P.E. NO. 11-000-077-0006 EMAIL: JAMES.HARRIS@LPSINC.COM 3500 N. WINDHURST ROAD, SUITE 100 TAMPA, FLORIDA 33606 | |
| DATE: 1-22-18 SCALE: AS SHOWN DRAWN BY: JWH | REVISIONS NO. DATE DESCRIPTION BY -01- 1- |

Pompano Beach Ocean Rescue Headquarters

| | | | |
|--|--|---|--|
| <p>Break Room 8' 10" x 16' 8"</p> | <p>Meeting / Training Room 18' 2" x 16' 8"</p> | <p>Office 10' 10" x 16' 8"</p> | |
| <p>Drive Thru Garage 37' 10" x 15' 4"</p> | | | |
| <p>Tool Room 7' 4" x 13' 2"</p> | <p>Women's Locker Room 10' 4" x 13' 2"</p> <ul style="list-style-type: none"> • 1 Shower • 1 Sink • 1 Toilet | <p>Handicap Toilet 7' x 5' 2"</p> <ul style="list-style-type: none"> • 1 Sink • 1 Toilet | <p>Men's Locker Room 19' 3" x 13' 2"</p> <ul style="list-style-type: none"> • 2 Showers • 2 Sinks • 1 Toilet • 1 Urinal |

Attachment E



| | | | |
|------------------------|--|----------------|-----------------|
| Site Address | 20-50 N POMPANO BEACH BOULEVARD, POMPANO BEACH | ID # | 4843 31 01 0300 |
| Property Owner | CITY OF POMPANO BEACH | Millage | 1511 |
| Mailing Address | 100 W ATLANTIC BLVD POMPANO BEACH FL 33060 | Use | 89 |

| | |
|--------------------------------------|--|
| Abbreviated Legal Description | POMPANO BEACH 2-95 PB LOTS 1 THRU 9 BLK 11 |
|--------------------------------------|--|

The just values displayed below were set in compliance with **Sec. 193.011, Fla. Stat.**, and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

| Property Assessment Values | | | | | |
|--|-------------|-----------|---------------------|----------------------|-----|
| Click here to see 2016 Exemptions and Taxable Values to be reflected on the Nov. 1, 2016 tax bill. | | | | | |
| Year | Land | Building | Just / Market Value | Assessed / SOH Value | Tax |
| 2017 | \$3,096,600 | \$293,420 | \$3,390,020 | \$3,390,020 | |
| 2016 | \$3,096,600 | \$293,420 | \$3,390,020 | \$3,390,020 | |
| 2015 | \$3,096,600 | \$290,170 | \$3,386,770 | \$3,386,770 | |

| 2017 Exemptions and Taxable Values by Taxing Authority | | | | |
|--|-------------|--------------|-------------|-------------|
| | County | School Board | Municipal | Independent |
| Just Value | \$3,390,020 | \$3,390,020 | \$3,390,020 | \$3,390,020 |
| Portability | 0 | 0 | 0 | 0 |
| Assessed/SOH | \$3,390,020 | \$3,390,020 | \$3,390,020 | \$3,390,020 |
| Homestead | 0 | 0 | 0 | 0 |
| Add. Homestead | 0 | 0 | 0 | 0 |
| Wid/Vet/Dis | 0 | 0 | 0 | 0 |
| Senior | 0 | 0 | 0 | 0 |
| Exempt Type 14 | \$3,390,020 | \$3,390,020 | \$3,390,020 | \$3,390,020 |
| Taxable | 0 | 0 | 0 | 0 |

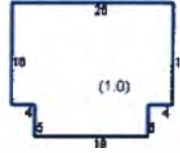
| Sales History | | | |
|---------------|-------|-------|------------------|
| Date | Type | Price | Book/Page or CIN |
| 4/1/2009 | QC*-T | \$100 | 46127 / 454 |
| | | | |
| | | | |
| | | | |

| Land Calculations | | |
|---------------------------------------|--------|------|
| Price | Factor | Type |
| \$41.25 | 75,069 | SF |
| | | |
| | | |
| | | |
| Adj. Bldg. S.F. (Card, Sketch) | | 2426 |

* Denotes Multi-Parcel Sale (See Deed)

| Special Assessments | | | | | | | | |
|---------------------|------|-------|-------|------|------|-------|-------|------|
| Fire | Garb | Light | Drain | Impr | Safe | Storm | Clean | Misc |
| 15 | | | | | | | | |
| X | | | | | | | | |
| 1 | | | | | | | | |

BCPA Sketch : 484331010300
 Building 1 of 1



| Code | Description | Long Description |
|--------|-------------|------------------|
| C(1.0) | First Floor | First Floor |
| (1.0) | One Story | One Story |

Details :

Page : 1
 File : 8331-01-0300.xml
 Subject information :

Area Summary :

| Code | Description | Area | Perimeter | Adj. Area | Adj. Perim | Factor | Stories | Level |
|--------|-------------|----------|-----------|-----------|------------|--------|---------|-------|
| C(1.0) | First Floor | 1,920.00 | 136.00 | 1,920.00 | 136.00 | 1.00 | 1.00 | 1.00 |
| (1.0) | One Story | 506.00 | 78.00 | 506.00 | 94.00 | 1.00 | 1.00 | 1.00 |

Attachment F

Lifeguard Stations Itemized List of Design Elements

| | Item | Value | Labor | Comments |
|----|--|-------|-------|---|
| 1 | Alum. Frame and Awnings Struct | \$ | | No Powder Coat-Fabricated and Installed |
| 2 | Alum. Frame and Awnings Powder Coating | NA | | |
| 3 | P.T. Lumber, including: densglass Roof sheathing, and Trex Decking | \$ | \$ | |
| 4 | Structural Hardware and fasteners | \$ | \$ | |
| 5 | Roof Trusses | \$ | \$ | |
| 6 | Roof Finish | \$ | | Furnished and Installed |
| 7 | Doors, Windows, and all Glazing; Including frames and hardware | \$ | | Includes Framing for all 3 front glass |
| 8 | Louvers, insect Screens included | \$ | | Furnished and Installed |
| 9 | Hardi Board, Trim, Wrap, and flashing | \$ | | Furnished and Installed |
| 10 | Insulation | \$ | \$ | |
| 11 | Corian Countertop | \$ | \$ | |
| 12 | Ceiling Fan (Catchcover 12volt Fan) | \$ | \$ | |
| 13 | Solar System (Kit and Battery) | \$ | \$ | |
| 14 | Guardrails | \$ | | Furnished and Installed |
| 15 | Paint, including caulking | \$ | \$ | |
| 16 | Lightning protection | \$ | \$ | |
| 17 | Roller for rescue boards | \$ | \$ | |
| 18 | Misc 5% waste, disposal and delivery charges | \$ | | |
| | Subtotal | \$ | \$ | |

| | |
|---|-----------|
| Total Cost: Material & Labor | \$ |
|---|-----------|

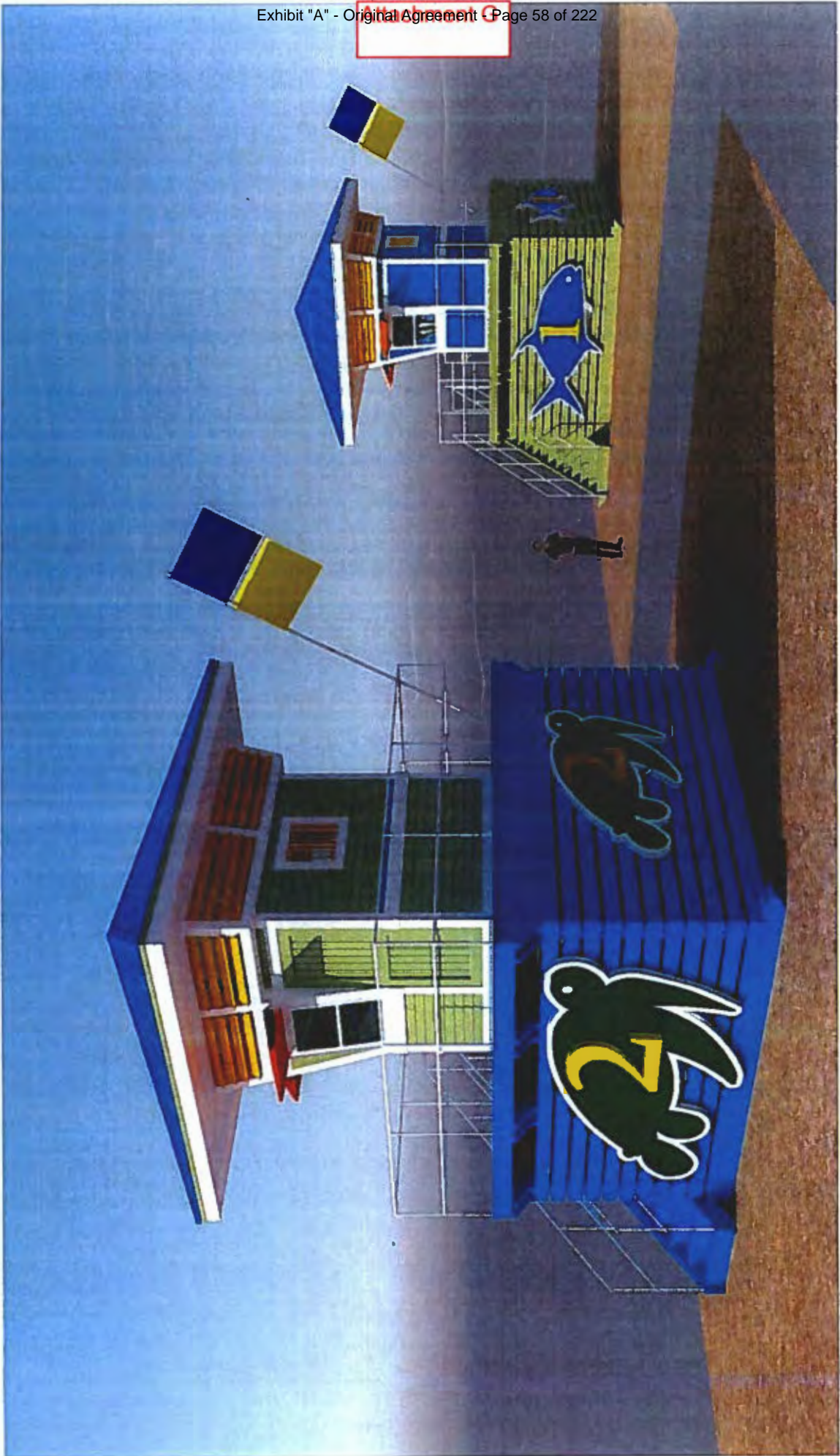




Exhibit "A", Solicitation Documents





ATTACHMENT H

ARCHITECT: DK ARCHITECTS/PLANNERS, INC.
24 NE 24th AVENUE
POMPANO BEACH, FL 33062
(954) 941-3329

PROJECT: LIFEGUARD TOWERS
CITY OF POMPANO BEACH

THE FOLLOWING DRAWINGS ARE ATTACHED HERETO:

N/A

To: Prime Contract Bidders and all other to whom the Project Manual and the Project Drawings have been issued by the Owner/Architect/Engineer or Contractor.

This Addendum is a Contract Document and may apply to any or all Contracts and subcontracts. Unless otherwise specified herein or shown on the attached drawings (if any), all work required by this Addendum shall be in complete accord with the Contract Documents and subsequent Addenda thereto.

The items listed in this Addendum are not in any order in regard to the Project Drawings or the Project Manual. All contractors are cautioned to examine each and every item of this Addendum.

The bidder shall insert the Addendum number in the space indicated on the Project Proposal Form. Failure to comply may result in the bid being rejected.

| ITEM | REFERENCE | SUBJECT | ACCEPTABLE ALTERNATE |
|------|------------------|-----------------------|--|
| 1 | Drawings & Specs | Airolite Louvers | Wood |
| 2 | Drawings & Specs | Aluminum Tube Frame | Wood Framing |
| 3 | Drawings & Specs | Double 2x Wood Joists | 4x Wood Joists |
| 4 | Drawings & Specs | Composite Decking | PT 2x Decking |
| 5 | Drawings & Specs | Solar System | Exclude |
| 6 | Drawings & Specs | Densglass Sheathing | 19/32 CDX Plywood |
| 7 | Drawings & Specs | Doors | Fiberglass without glazing (no NOA required) |
| 8 | Drawings & Specs | Delivery | Final Assembly on beach |

END OF ADDENDUM

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

PROPOSER INFORMATION PAGE

RFP _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company 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 RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a 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 _____

TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL VENDOR

____ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach.

And/Or

____ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value.

Or

____ My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

____ My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

____ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

____ My firm does not qualify as a Tier 2 Vendor.

I certify that the above information is true to the best of my knowledge.

(Date)

(Name of Firm)

BY: _____
(Name)



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

November 8, 2018

ADDENDUM #1, RFP T-03-18

OCEAN RESCUE BUILDING INTERIOR UPGRADES AND CONSTRUCTION OF LIFEGUARD TOWERS

To Whom It May Concern,

The following changes have been made:

In the title, "Towers" has replaced the word "Stations"

The combined project has a budget of \$2 million plus \$1.3 million for the second floor expansion.

The revised solicitation document with the above verbiage has been added to the attachments tab.

Addendum #1 is posted on the City's eBid website:

<https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions is **5:00 p.m. (local) November 30, 2018**. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), December 7, 2018**.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Tammy R. Thompkins
Purchasing Agent
cc: website



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

November 26, 2018

ADDENDUM #2, BID T-03-18

Ocean Rescue Building Interior Upgrades and Lifeguard Towers

To Whom It May Concern,

The following attachments have been added to the attachments tab of the eBid system.

PLANS

Please review the following question and the City's answer.

Addendum #2 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 receipt of written questions is **5:00 p.m. (local) November 30, 2018.** No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), December 7, 2018.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Tammy R. Thompkins
Purchasing Agent

cc: website

EXHIBIT "A" - ADDITIVE DOCUMENT

ARCHITECTURAL ABBREVIATIONS

| | | | | | |
|----------|--|----------|--|----------|---|
| A | AC ACUSTICAL ADJ ADJUSTABLE AFF AFFINE FINISH FLOOR AGG AGGREGATE A.C. AIR CONDITIONING ALUM ALUMINUM | G | GA GALV GA GA GC GENERAL CONTRACTOR GL GLASS GP GYP CYP CYP BD BOARD | Q | QT QUARRY TILE QIM QUARRY TILE IMITATIONS |
| B | BL BLANK BLK BLOCK BLCK BLOCKING BOT BOTTOM BUC BUILDING BUSH BUSHHEAD | H | HD HARDWARE HT HEIGHT HM HOLLOW METAL HZ HORIZONTAL | R | RD RADIUS R REINFORCED R REQUIRED RD ROOF DRAIN RM ROOM RO ROUGH OPENING REF REFLECTED |
| C | CB CABINET CAMP CAMP C.C. CEILING CEN CENTER C/L CENTER LINE C.R. CERAMIC C.T. CERAMIC TILE CD CLEAN OUT CL OR CLOS CLOSET COL COLUMN CONC CONCRETE CMU CONCRETE MASONRY UNIT CONSTR CONSTRUCTION CONT CONTINUOUS CRD CORNER GRID CUB CUBIC | I | IN INCH ID INSIDE MT MET BY BY | S | SECT SECTION SHI SHEET MET MET OR OR SM SMLAR SQ SQUARE SMB STAIRWAD SS STAINLESS STEEL STL STEEL STR STRUCTURE SUSP SUSPENDED SPEC SPECIFICATIONS |
| D | DEPT DEPARTMENT DIM DIMENSION DN DOWN DOW DOWN SPOT DR DRINKING DRINKING FOUNTAIN | J | JT JOINT JT JOINT JAN JANITOR'S CLOSET JC JOINT | T | TEL TELEPHONE TEMP TEMPERED T TILE TR TYPICAL TYP TYPICAL TRC TELEPHONE RECEPTACLE TRC |
| E | E.A. EXPOSED AGGREGATE EA EACH FL FLOOR L.F. ELEVATION (FACE) ELEV ELEVATION EQ EQUAL EQP EQUIPMENT EXIST EXISTING EXP. J. OR C.J. EXPANSION JOINT EXP EXPOSED EXT EXTERIOR ELEC ELECTRICAL | M | MAT MATERIAL ML MATCH LINE MAX MAXIMUM MECH MECHANICAL MET MET OR OR MFL METAL MFR MANUFACTURER MISC MISCELLANEOUS MACH MACHINE MANUF MANUFACTURER | V | VERT VERTICAL VTL VERTICAL VBR VAPOR BARRIER VNL VERTICAL LINING |
| F | FT FEET FR FRESH FE FIRE EXTINGUISHER FEC FIRE EXTINGUISHER CABINET FHC FIRE HOSE CABINET FL FLOOR FD FLOOR DRAIN FLUOR FLUORESCENT FS FULL SIZE FY FIELD VERIFY FV FIELD VERIFY FVC FIRE VALVE CABINET | N | NOM NOMINAL NIC NOT IN CONTRACT NTS NOT TO SCALE | W | W/C-WY WALL COVERING W/P-PLAS WALL COVERING - PLASTER W/C WALL COVERING W/P WATERPROOFING W/D WITHOUT W/O WITHOUT W/C WATER COOLER |
| P | PR PASS PNS PASSENGER PNSV PASSENGER PC PRECAST PJ PANEL JOINT PL PLASTER POL POLISHED PRLD PRELIMINARY PRL PRELIMINARY | O | OFF OFFICE OPN OPENING OD OUTSIDE DIAMETER OC OR CENTER OH OR OPP. J.D. OPPOSITE END | Y | YD YARD |

LIFEGUARD HEADQUARTERS

CITY PROJECT NO. 92-587

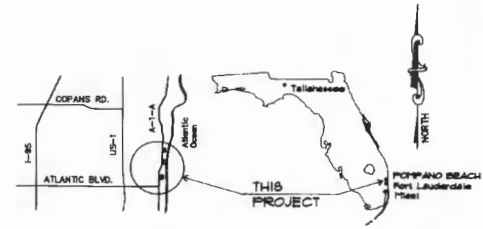
CITY OF
POMPANO BEACH, FLORIDA

COMMISSIONERS

WILLIAM F. GRIFFIN
HERB SKOLNICK
E. PAT LARKINS
KAY MCGINN
ROBERT J. SHELLEY

CITY ADMINISTRATION

C. WILLIAM HARGETT, JR. CITY MANAGER
WILLIAM F. FLAHERTY, P.E. UTILITIES DIR.
TIMOTHY T. TRACY PARKS & RECREATION DIR.



SITE LOCATION
N.T.S.



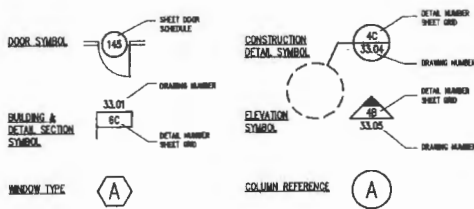
KEY MAP
N.T.S.

GENERAL SUMMARY OF WORK FOR THE LIFEGUARD HEADQUARTERS:

1. THE PROJECT AND DRAWINGS ARE BROKEN INTO TWO SECTIONS: BEACH RESTROOM IMPROVEMENTS AND THE LIFEGUARD HEADQUARTERS RENOVATION.
2. THIS PROJECT CONSISTS OF DEMOLITION AND REMODELING OF THE LIFEGUARD HEADQUARTERS BUILDING. THE WORK INCLUDES THE DEMOLITION OF INTERIOR TOILET ROOM, INTERIOR CONSTRUCTION OF EMPLOYEE LOCKER ROOMS, THE INSTALLATION OF CENTRAL AIR CONDITIONING SYSTEM AND ROOF REPLACEMENT.
3. THE SCOPE OF WORK IS INDICATED ON THE DRAWINGS AND BY THE REQUIREMENTS OF EACH SECTION.
 - a. DEMOLITION SEE DRAWINGS 30.01.
 - i. DEMOLITION FOR INTERIOR RESTROOMS FOR LIFEGUARD HEADQUARTERS.
 - b. CONCRETE WORK
 - i. CONCRETE BLOCK AND STUCCO WALLS.
 - j. THE CONCRETE BLOCK WALLS WILL FEATURE A SIMULATED CORAL STONE STUCCO FINISH BY "RIGHT WAY STONE CO.", PHONE (305) 368-8984.
 - d. FINISHES FOR THE LIFEGUARD HEADQUARTERS.
 - i. INTERIOR FLOOR FINISHES IN THE RESTROOMS AND THE LOCKER ROOM TO BE A SEAPHREE EPOXY FLOORING SYSTEM BY "DUR-A-FLEX". THE LOCKER ROOM FLOOR SHALL HAVE FRP WALL COVERINGS UP TO FIVE FEET AND THE CEILING IS TO REMAIN AS IS.

| DRAWING NO. | DRAWING TITLE | ISSUE DATE | REVISED DATE |
|----------------------|-------------------------------------|------------|--------------|
| 00.00 | INDEX SHEET | 04-29-98 | 08-01-00 |
| ARCHITECTURAL | | | |
| 30.01 | DEMOLITION PLAN | 04-29-98 | 06-01-00 |
| 30.02 | FLOOR PLAN AND FINISHES | 04-29-98 | 06-01-00 |
| 30.03 | REFL. CEILING PLAN AND DOOR DETAILS | 04-29-98 | 06-01-00 |
| 30.04 | ROOF PLAN | 04-29-98 | 06-01-00 |
| 31.01 | ELEVATIONS AND LOUVER DETAILS | 04-29-98 | 06-01-00 |
| 36.01 | EMPLOYEE LOCKER ROOM ELEV. | 04-29-98 | 06-01-00 |
| ENGINEERING | | | |
| 10.01 | SANITARY PLAN | 04-29-98 | 03-31-00 |
| 10.02 | POTABLE WATER PLAN | 04-29-98 | 03-31-00 |
| 10.03 | PLUMBING RISER DIAGRAMS | 04-29-98 | 03-31-00 |
| 20.01 | MECHANICAL PLAN | 04-29-98 | 03-31-00 |
| 20.02 | MECHANICAL PLAN | 09-21-98 | 03-31-00 |
| 30.01 | LIGHTING PLAN | 04-29-98 | 03-31-00 |
| 30.02 | POWER PLAN | 04-29-98 | 03-31-00 |
| 81 | ROOF PLAN AND NOTES | 09-11-98 | |
| 82 | SECTIONS AND DETAILS | 09-11-98 | |

REFERENCE SYMBOLS



POMPANO BEACH
LIFEGUARD HEADQUARTERS
AIA and 3rd St. Pompano Beach, Florida

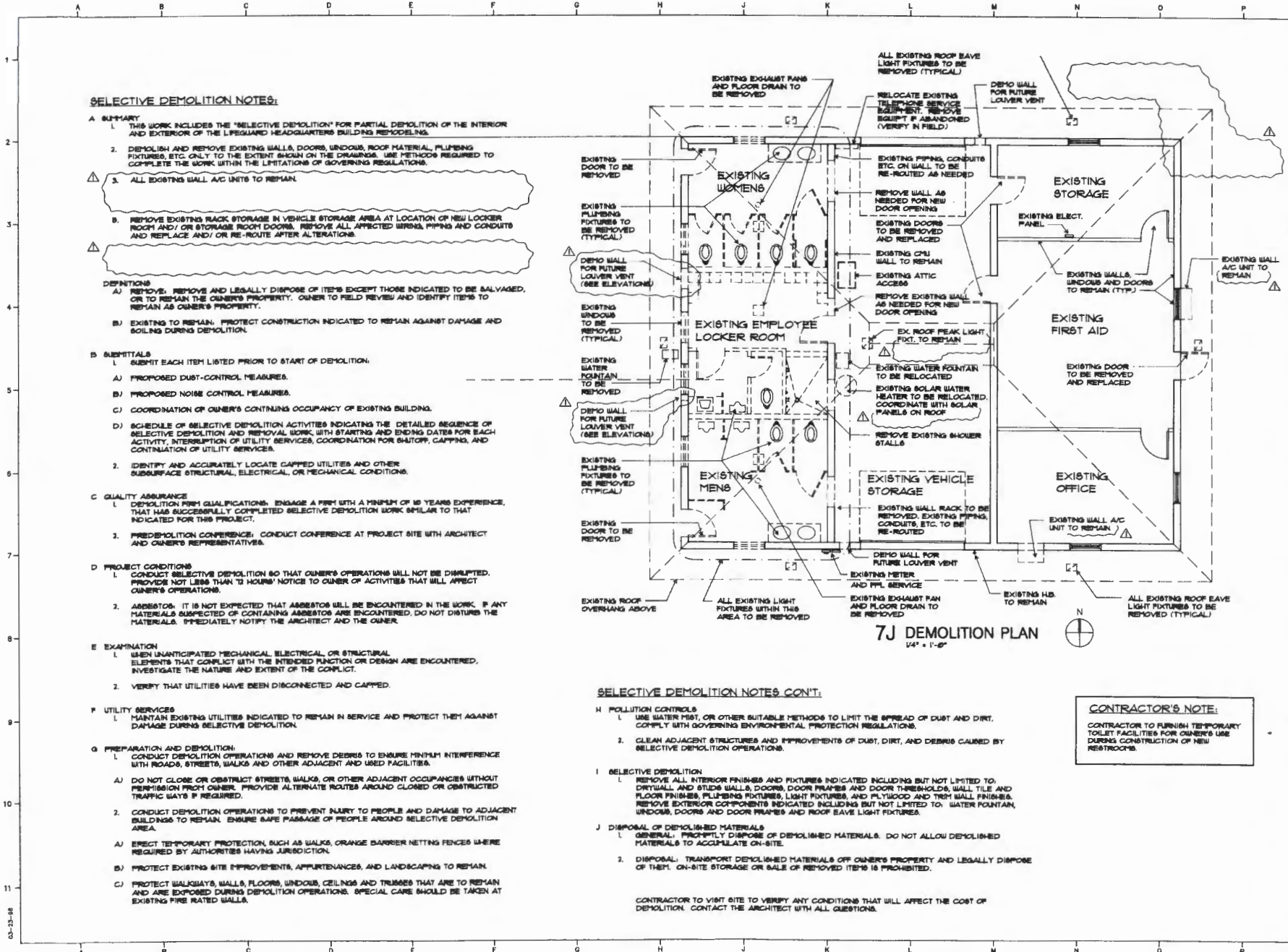
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| Checked | | |
| Approved | | |

JOHN R. DEBELLO ARCHITECT
Quorum Business Center
838 South Military Trail
Deerfield Beach, Florida 33442
(954) 428-2741
Florida Reg. No. AR 0011635

Title
INDEX SHEET

| | | |
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| Contr. No. | 01/02.00 | 00 |
| Scale | NONE | |
| Date | 04-29-98 | 00 |
| Last Rev. | 06-01-00 | |

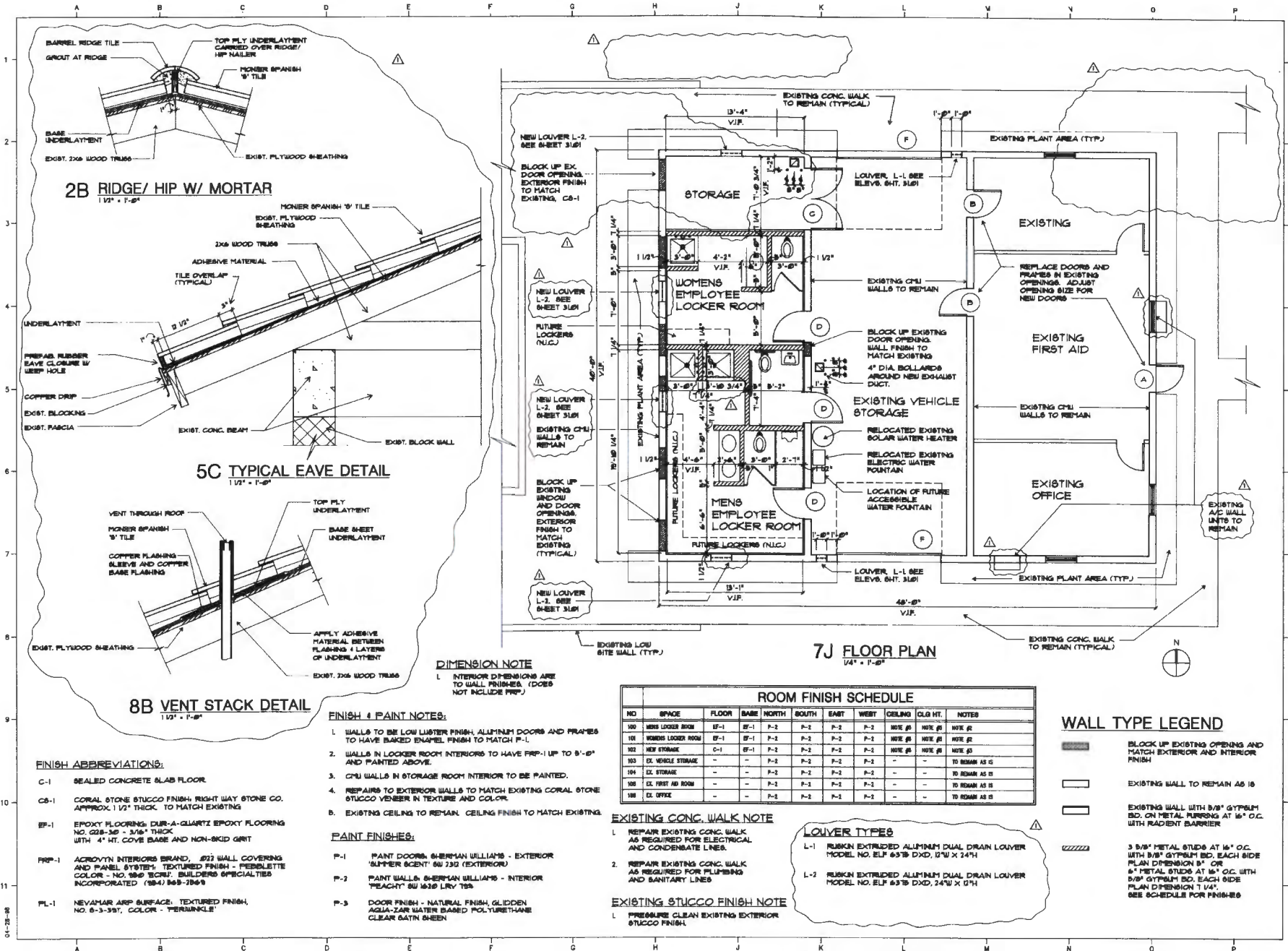
DATE: 04/25/95



POMPANO BEACH
LIFEGUARD HEADQUARTERS
A1A and 3rd St. Pompano Beach, Florida

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| 04-25-95 OWNER REVIEW | | |
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| REVISIONS | | |
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| Approved | | |
| JOHN R. DERELLO ARCHITECT Quorum Business Center 838 South Military Trail Deerfield Beach, Florida 33442 (954) 428-2741 Florida Reg. No. AR 0011635 | | |
| Title | | |
| DEMOLITION PLAN | | |
| Contr. No. | #0102.00 | 30 |
| Scale | 1/4"=1'-0" | |
| Date | 04-25-95 | 01 |
| Last Rev. | 06-01-00 | |

Sheet "V" - Submittal Document



**POMPANO BEACH
LIFEGUARD HEADQUARTERS**
AIA and 3rd St. Pompano Beach, Florida

NO. DATA ITEM

REVISIONS

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| ALW | |
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| Approved | |

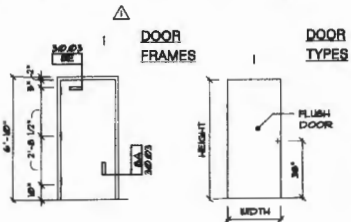
JOHN R. DEBELLO ARCHITECT
Quorum Business Center
838 South Military Trail
Deerfield Beach, Florida 33442
(954) 426-2741
Florida Reg. No. AR 0011835

Title: **FLOOR PLAN, FINISHES AND ROOF DETAILS**

Contr. No. 96182.00
Scale 1/4" = 1'-0" **30**
Date 04-28-98
Lot Rev. 06-01-02 **02**

Sheet "A" - Reflected Ceiling Plan

| DOOR SCHEDULE | | | | | | | | | | | | | | |
|---------------|------------------|------|-------|----------------------------|-------|-------|--------------|----------------|------|------|------|------|-------|--------------|
| DOOR | | | | | | FRAME | | | | | | | | |
| NO. | MATERIAL | TYPE | LABEL | NOMINAL DOOR DIMEN. | PAINT | TYPE | MATERIAL | NOM. FRAME | HEAD | JAMB | SILL | HDW. | PAINT | NOTES |
| A | ALUMINUM | 1 | C | 3'-0" X 6'-8" X 1 3/4" | P-1 | 1 | ALUMINUM | 3'-4" X 6'-10" | 11E | 11A | - | HW2 | P-1 | NOTE #1, #2. |
| B | S.C. WOOD | 1 | C | 3'-0" X 6'-8" X 1 3/4" | P-3 | 1 | HOLLOW METAL | 3'-4" X 6'-10" | 8E | 8A | - | HW1 | P-1 | NOTE #2. |
| C | S.C. WOOD | 1 | C | (2) 3'-0" X 6'-8" X 1 3/4" | P-3 | 1 | HOLLOW METAL | 6'-4" X 6'-10" | 8E | 8A | - | HW1 | P-1 | |
| D | S.C. WOOD | 1 | C | 3'-0" X 6'-8" X 1 3/4" | P-3 | 1 | HOLLOW METAL | 3'-4" X 6'-10" | 8E | 8A | - | HW1 | P-1 | |
| E | METAL BI-FOLD | - | - | 3'-0" X 6'-8" | P-3 | - | - | - | - | - | - | - | - | |
| F | G.H. COILING DR. | - | - | - | P-1 | - | - | - | - | - | - | - | - | NOTE #3. |



DOOR NOTE

- ALL EXTERIOR DOORS TO MEET A.F.C. BROWARD CO. IBCA, PRODUCT APPROVAL AND IMPACT RESIST. DESIGN WIND LOADS: + 80 PSF, - 80 PSF
- EXISTING DOORS TO BE REPLACED.
- EXISTING DOORS TO REMAIN.

HARDWARE SCHEDULE

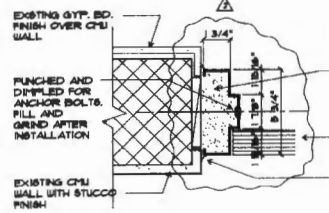
EACH DOOR TO BE EQUIPPED WITH THE HARDWARE AS NOTED. MANUFACTURER'S NUMBER USED TO ESTABLISH A QUALITY STANDARD AND FUNCTION.

HU-1
 3 EA HINGE BOLTS 4B X 4B 32D (HAGER)
 1 EA PUSH BUTTON LOCK DASH, PLYMOUTH 636 WITH RETROFIT LEVER (SCHLAGE)
 1 EA THRESHOLD 18A (PEKCO)
 1 EA LEATHERSTRIPPING 666D (PEKCO) (HEAD AND JAMB)
 1 EA DOOR STOP 214V (PEKCO)
 1 EA DOOR STOP 481 (ROCKWOOD)
 1 EA KICKPLATE 18" X 2" LID, STAINLESS STEEL

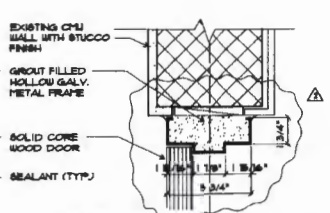
HU-2
 3 EA HINGE BOLTS 4B X 4B 32D (HAGER) WITH NON-REMOVABLE PIN
 1 EA KEY LOCK D'ARNO, PLYMOUTH 636 WITH RETROFIT LEVER (SCHLAGE)
 1 EA THRESHOLD 18A (PEKCO)
 1 EA LEATHERSTRIPPING 666D (PEKCO) (HEAD AND JAMB)
 1 EA DOOR SWEEP 318CN (PEKCO)
 1 EA DOOR STOP 481 (ROCKWOOD)

ALUMINUM DOOR AND FRAME NOTE

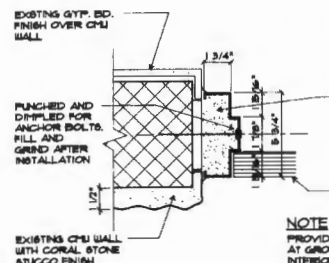
ALUMINUM DOOR AND FRAME BY ALUTECH CORP. (MS) 183-2888. FLUSH ALUMINUM DOOR, MODEL NO. 288. ALUMINUM FRAME, MODEL NO. FR78. SEE SPECIFICATIONS SECTION 2818 FOR DETAILS.



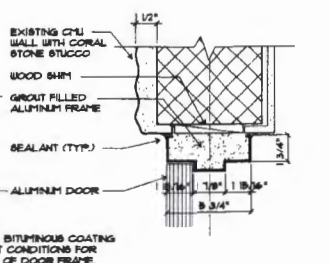
8A DOOR JAMB DETAIL
3" x 1'-0"



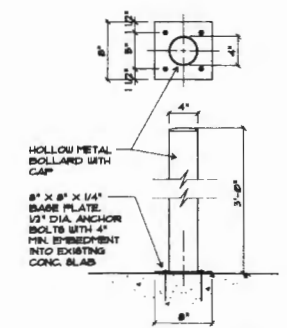
8E DOOR HEAD DETAIL
3" x 1'-0"



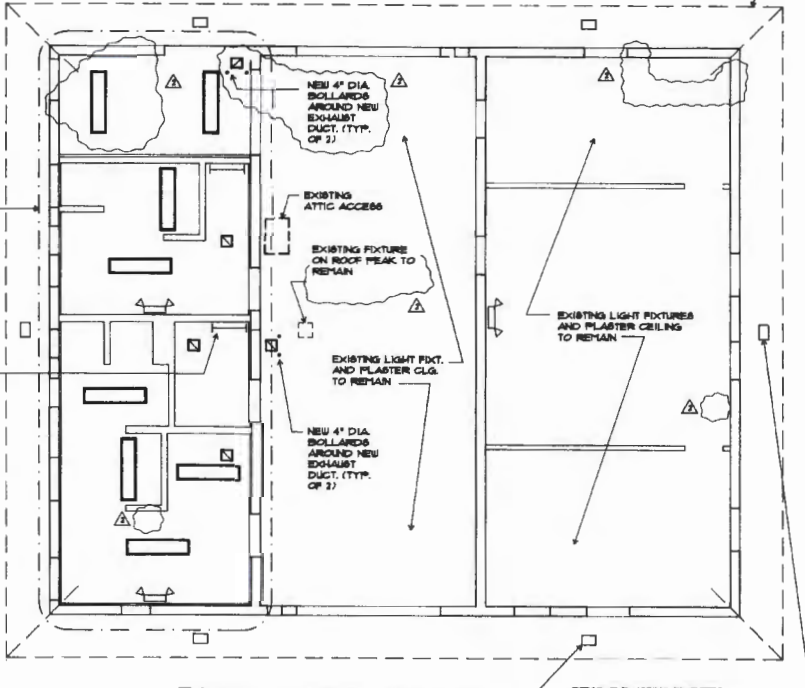
11A ALUM. DOOR JAMB DTL
3" x 1'-0"



11E ALUM. DOOR HEAD DTL
3" x 1'-0"



11H BOLLARD DETAIL
1 1/2" x 1'-0"



7J REFLECTED CEILING PLAN
1/4" = 1'-0"

REFLECTED CEILING PLAN LEGEND

- WALL MOUNT FLUORESCENT LIGHT FIXTURE, MIDWEST BR28-TH WITH (2) F30T08VX LAMPS, 6" X 24" (OR APPROVED EQUAL).
- HIGH PRESSURE SODIUM FIXTURE, KURLIN' 686721-24-43(10-HP6)-87(6") WITH 100 WATT LAMPS, MOUNTED TO UNDERSIDE OF SOFFIT (OR APPROVED EQUAL).
- FLUORESCENT FIXTURE, KURLIN' 6V-8621-LP32020CJ WITH ED17 LAMPS, MOUNTED TO UNDERSIDE OF SOFFIT
- EXHAUST FAN
- EMERGENCY LIGHT, 'LIGHTLAMP' CA-2

POMPANO BEACH
LIFEGUARD HEADQUARTERS
 A1A and 3rd St. Pompano Beach, Florida

| | |
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| MS-71-98 | CITY COMMENTS |
| MS-81-98 | OWNER CHANGES |

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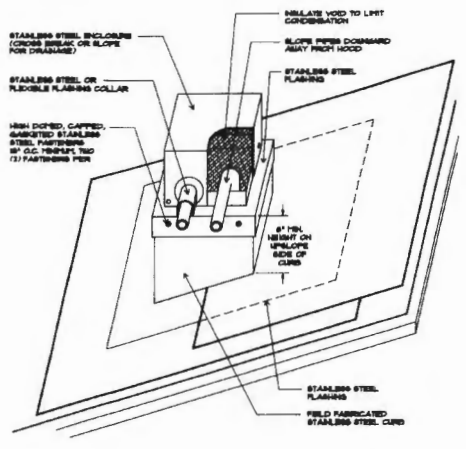
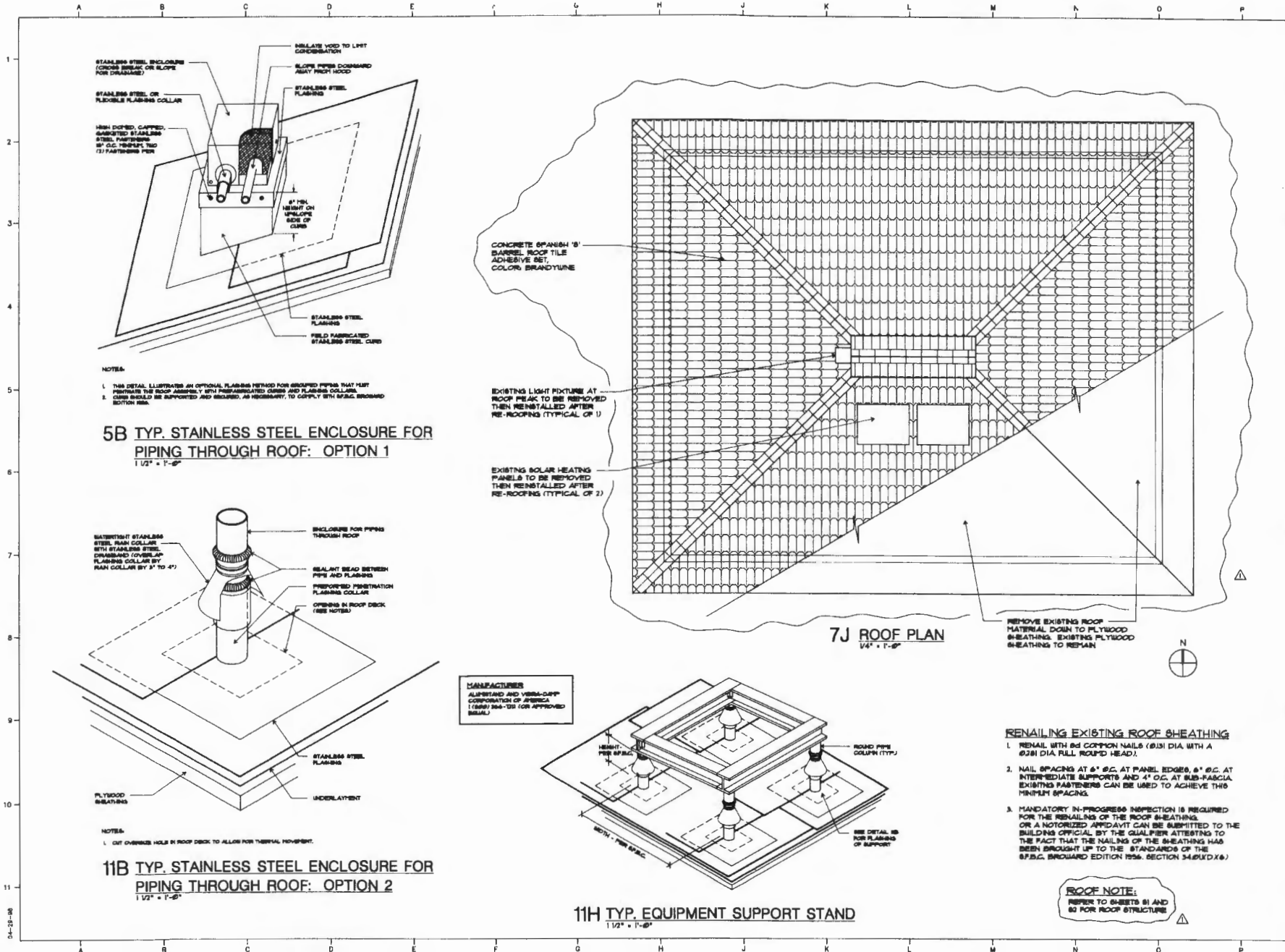
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 Florida Reg. No. AR 0011835

REFL. CEILING PLAN AND DOOR DETAILS

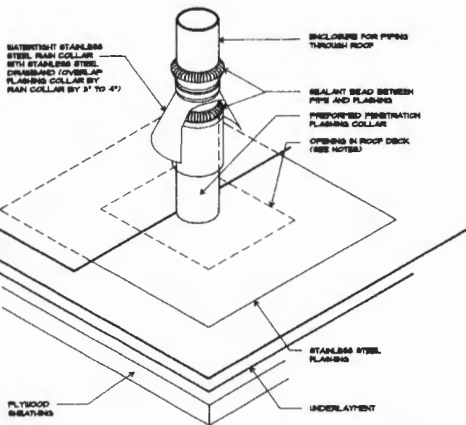
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| Contr. No. | 88102.00 | 30 |
| Scale | 1/4" = 1'-0" | |
| Date | 04-29-98 | |
| Last Rev. | 06-01-98 | 03 |

SCALE 1/4" = 1'-0"



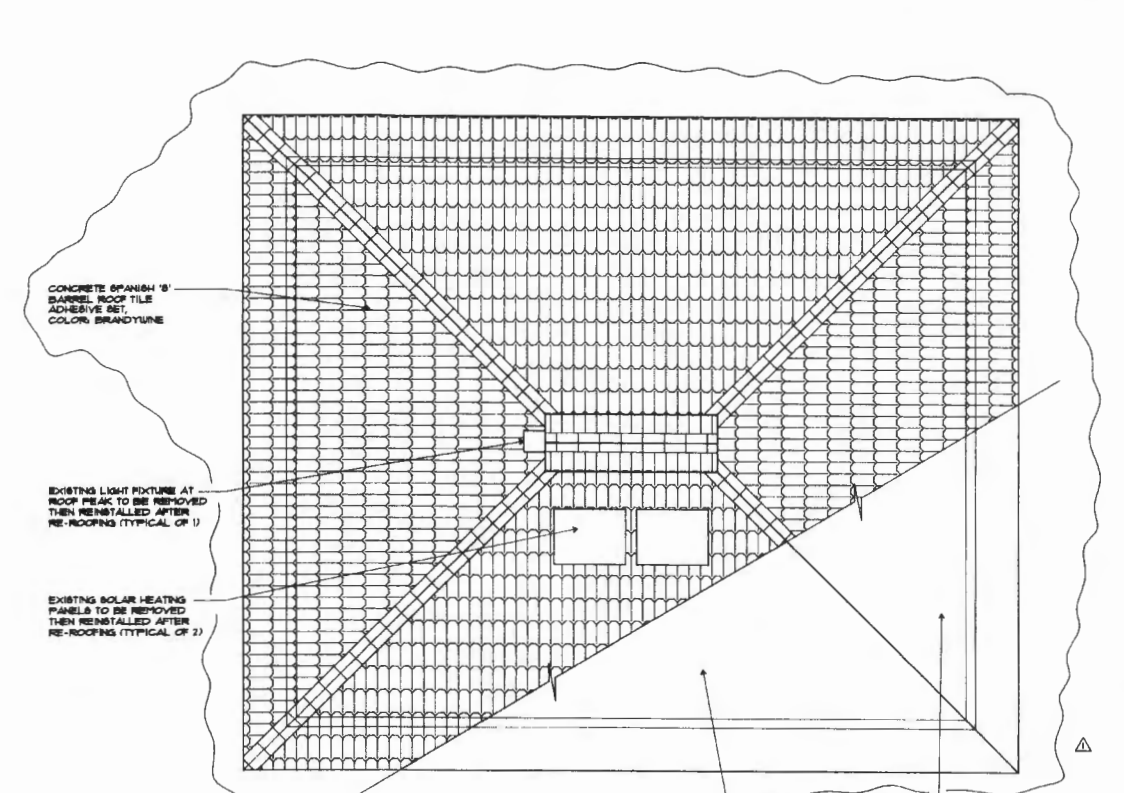
NOTES:
 1. THIS DETAIL ILLUSTRATES AN OPTIONAL FLASHING METHOD FOR GROUPED PIPES THAT MUST PENETRATE THE ROOF ASSEMBLY WITH PRE-FABRICATED CURBS AND FLASHING COLLARS.
 2. CURBS SHOULD BE SUPPORTED AND BRACED, AS NECESSARY, TO COMPLY WITH SEAL BRANDYONE BOTTOM SIDE.

5B TYP. STAINLESS STEEL ENCLOSURE FOR PIPING THROUGH ROOF: OPTION 1
 1 1/2" x 1'-0"



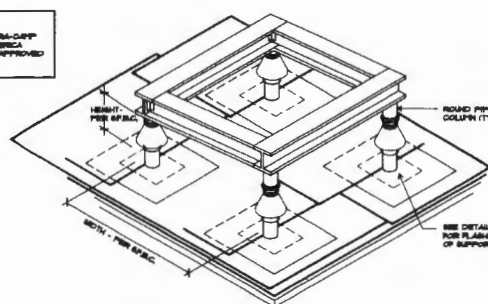
NOTES:
 1. CUT OVERSIZE HOLE IN ROOF DECK TO ALLOW FOR THERMAL MOVEMENT.

11B TYP. STAINLESS STEEL ENCLOSURE FOR PIPING THROUGH ROOF: OPTION 2
 1 1/2" x 1'-0"



7J ROOF PLAN
 1/4" x 1'-0"

MANUFACTURER:
 ALPHEARD AND VERRA-COP
 CORPORATION OF AMERICA
 (800) 366-1031 (OR APPROVED EQUAL)



11H TYP. EQUIPMENT SUPPORT STAND
 1 1/2" x 1'-0"

REINAILING EXISTING ROOF SHEATHING
 1. REINAIL WITH 8d COMMON NAILS (Ø3/16\"/>

ROOF NOTE:
 REFER TO SHEETS 51 AND 52 FOR ROOF STRUCTURE

POMPANO BEACH
LIFEGUARD HEADQUARTERS
 A1A and 3rd St. Pompano Beach, Florida

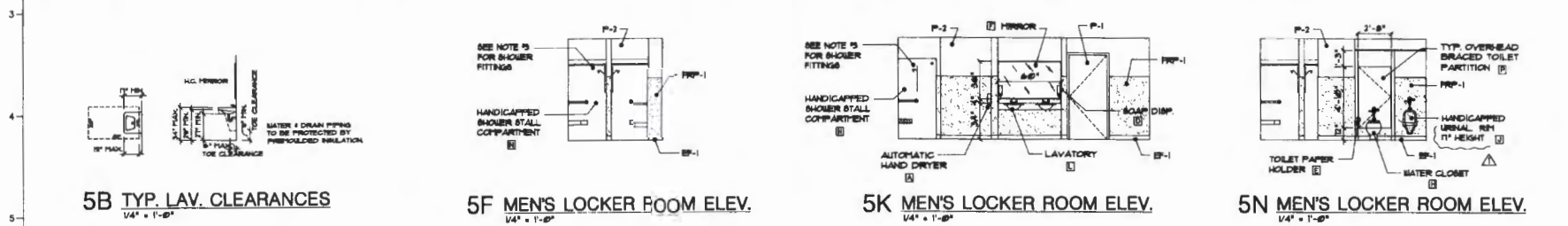
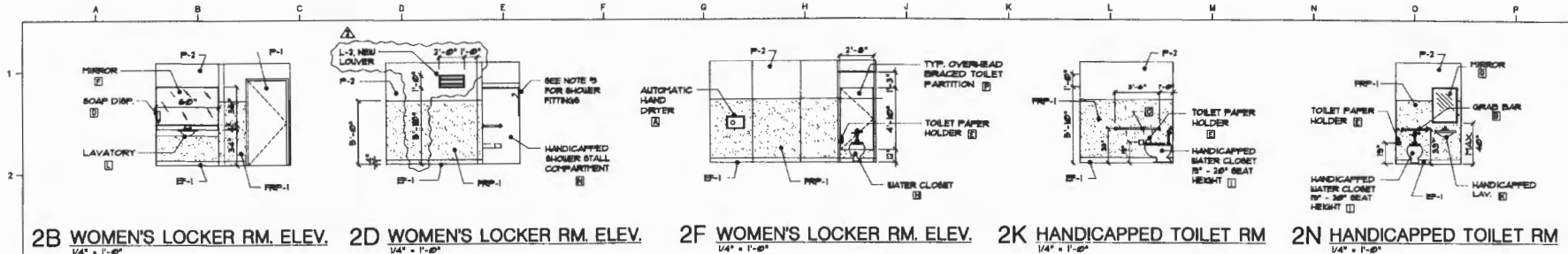
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 Florida Reg. No. AR 0011855

Title: **ROOF PLAN AND DETAILS**

| | | |
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| Contr. No. | 00702.00 | 30 |
| Scale | 1/4" = 1'-0" | |
| Date | 04-29-96 | 04 |
| Last Rev. | 06-01-02 | |

Exhibit "A" - Original Agreement



| TOILET ACCESSORIES | | | |
|--------------------|--------------------------|--|---|
| MARK | ITEM | MANUFACTURE/MODEL | REMARKS |
| 1 | HAND DRYER | AMERICAN DYER NO. DR20TH-85 | SURFACE MOUNTED, AUTOMATIC WITH NOZZLE AND STAINLESS STEEL, SATIN FINISH, MOUNT BOTTOM AT 36" AFF. IN MEN'S LOCKER RM., AT 42" AFF. IN MEN'S LOCKER RM. |
| 2 | H.C. GRAB BAR | FRANKLIN BRASS MFG. CO. NO. 6384 | 1 1/2" DIA. x 34" LONG, SATIN FINISH, PEDED GRIPPING SURFACE WITH EXPOSED MOUNTING. |
| 3 | H.C. GRAB BAR | FRANKLIN BRASS MFG. CO. NO. 6384 | 1 1/2" DIA. x 48" LONG W/ CENTER SUPPORT, SATIN FINISH, PEDED GRIPPING SURFACE WITH EXPOSED MOUNTING. |
| 4 | SOAP DISPENSER | BOBROCK NO. B-85 | SURFACE MOUNT, POLISHED STAINLESS ST. FINISH, CHROME PLATED VALVE W/ SHIELD COVERING PLASTIC CONTAINER. |
| 5 | TOILET PAPER DISPENSER | BOBROCK NO. B-2748 | SURFACE MOUNTED, TWO ROLL, CAST ALUMINUM, BATH FINISH, MOUNT AT 18" AFF. |
| 6 | MIRROR | BOBROCK NO. B-189 8038 | BRIGHT POLISHED, STAINLESS ST. FRAME, 60" W x 30" H W/ 1/4" GLASS, MOUNT BOTTOM AT 34" AFF. |
| 7 | HANDICAPPED MIRROR | BOBROCK NO. B-183 1830 | BRIGHT POLISHED, STAINLESS ST. FRAME, 18" x 20" H W/ 1/4" GLASS, MOUNT BOTTOM AT 42" AFF. |
| 8 | WATER CLOSET | AMERICAN STANDARD "AQUA-GLAMMETER" | ELONGATED BOWL, 1.5 GALLON FLUSH, FLUSH VALVE, WHITE SEAT - GENTROX MODEL NO. 800CC WHITE, SOLID PLASTIC, OPEN FRONT FOR ELONGATED BOWL OR APPROVED EQUAL. |
| 9 | HANDICAPPED WATER CLOSET | AMERICAN STANDARD "ELEGANT" | ELONGATED BOWL, 1.5 GALLON FLUSH, FLUSH VALVE, WHITE SEAT - GENTROX MODEL NO. 800CC WHITE, SOLID PLASTIC, OPEN FRONT FOR ELONGATED BOWL OR APPROVED EQUAL. |
| 10 | URINAL | AMERICAN STANDARD "ALUMINUM 1/2" | 1.5 GALLON FLUSH, FLUSH VALVE, WHITE. |
| 11 | HANDICAPPED LAVATORY | KOHLER "AQUOS" NO. K-2881 | WALL MOUNTED, WHITE ENAMELED CAST IRON, WITH STAINLESS STEEL LAV. NOSE COVER, SUPPLY TUBING MODEL NO. 1033 HANG LAY-GUARD INSULATION KIT, MUST MEET A.S.A. CODE. |
| 12 | LAVATORY | KOHLER "PARADISE" NO. K-1804 | UNDER COUNTER, WHITE ENAMELED CAST IRON, WITH STAINLESS STEEL LAV. NOSE COVER, SUPPLY TUBING MODEL NO. 1033 HANG LAY-GUARD INSULATION KIT, MUST MEET A.S.A. CODE. |
| 13 | FAUCETS | DELTA NO. 701-10F | STAINLESS STEEL WITH LEVER HANDLE, HANDICAPPED LAVATORY TO HAVE ROSSER'S FINISH. |
| 14 | SHOWER STALL | LASCO NO. 1343-875 OR APPROVED EQUAL | 36" x 36" FRAMELESS, BARBER-FREE SHOWER STALL COMPARTMENT WITH THE BELOW LISTED OPTIONS. SEE NOTE #3. |
| 15 | FLOOR DRAIN | ZURN ZN-400-W, TYP. B. | ROUND STRAINER WITH EXOTIC FLANGE, MODEL BRONZE FRAME AND VANDAL PROOF SECURED TOP. |
| 16 | TOILET PARTITION | BOBROCK NO. 1082 (COLOR NO. 885) OR APPROVED EQUAL | OVERHEAD BRACED, WATER RESISTANT, SOLID PHYSICAL CORE W/ POLISHED BLACK EDGES, SEE NOTE #1 AND #2. |

TOILET ACCESSORY NOTES:
 1. COLOR NO. 885 - BRITANNY BLUE. COLOR SELECTED FROM MANUFACTURER'S STANDARD COLORS.
 2. 6" W x 83" H STILE FOR TOILET PARTITION.
 3. THE BARBER-FREE SHOWER MUST BE INSTALLED IN A 1 3/4" DEEP RECEIVED PIT FOR CODE COMPLIANCE. SHOWER STALL MANUFACTURER: LASCO BATHWARE.

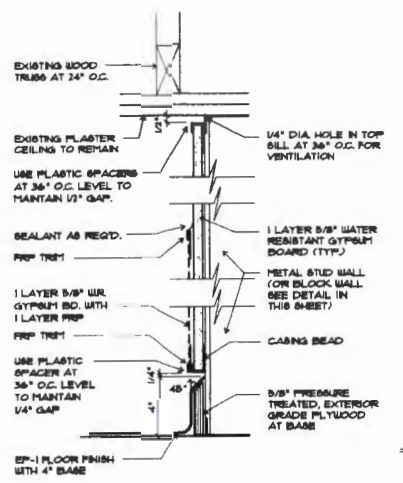
PANT FINISHES:

- P-1 PAINT DOORS - SHERMAN WILLIAMS EXTERIOR - BU 232 (EXTERIOR) COLOR - "MUPPER SCENT"
- P-2 PAINT WALLS - SHERMAN WILLIAMS INTERIOR - BU 1608 LRV TBN COLOR - "MAGNET"
- P-3 DOOR FINISH - GILDEN'S NATURAL FINISH AQUA-ZAR WATER BASED POLYURETHANE CLEAR SATIN SHEEN

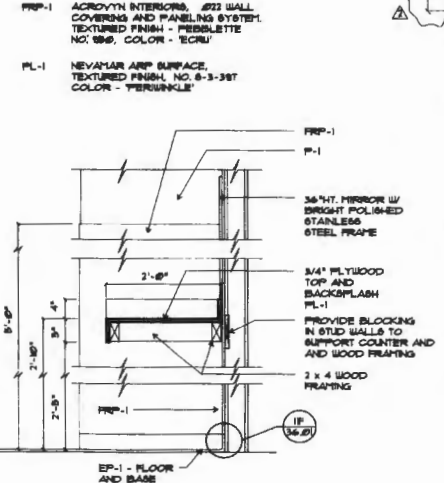
FINISH & PAINT NOTES:

1. WALLS TO BE LOW LUSTER FINISH ALUMINUM DOORS AND FRAMES TO HAVE BAKED BAKEL FINISH TO MATCH P-1.
 2. WALLS IN LOCKER ROOM INTERIORS TO HAVE FRP-1 UP TO 9'-0" AND PAINTED ABOVE.
- FINISH ABBREVIATIONS:**
 EP-1 EPOXY FLOORING, DUR-A-GLAZZ EPOXY FLOORING, NR. G28-36 3/8" THICK WITH 4" HT. COVE BASE SAND NON-SLIP GRT.
 FRP-1 ACRYLON INTERIORS, 202 WALL COVERING AND PANELING SYSTEM, TEXTURED FINISH - PRESBLETTE NO. 886, COLOR - "ECRU"
 PL-1 NEVAFAR ANP SURFACE, TEXTURED FINISH, NO. 8-3-38T COLOR - "PERUNKLE"

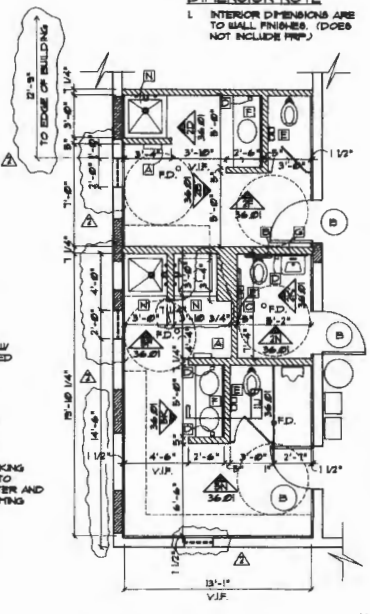
DIMENSION NOTE
 1. INTERIOR DIMENSIONS ARE TO WALL FINISHES. (DOES NOT INCLUDE FRP-1)



11F WALL FINISH DETAIL
 3' x 1'-0"



11J LAVATORY COUNTER DETAIL
 1' x 1'-0"



11N PARTIAL FLOOR PLAN
 1/4\"/>

**POMPANO BEACH
 LIFEGUARD HEADQUARTERS
 AIA and 3rd St. Pompano Beach, Florida**

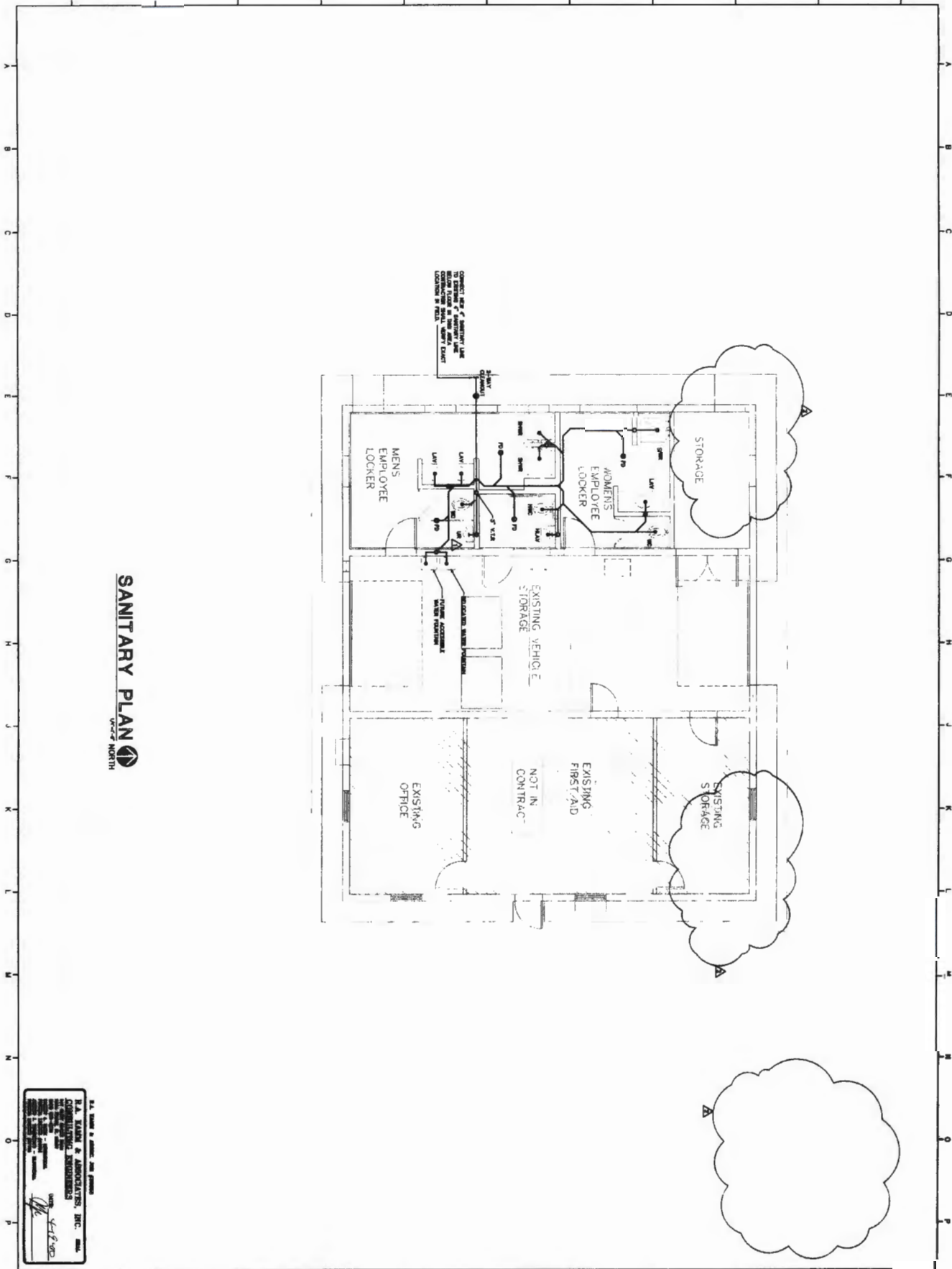
| | |
|----------|---------------|
| 88-31-88 | CITY COMMENTS |
| 88-01-88 | OWNER CHANGES |

| No. | Date | Item |
|-----|------|------|
| | | |

JOHN R. DEBELLO ARCHITECT
 Quorum Business Center
 838 South Military Trail
 Deerfield Beach, Florida 33442
 (954) 428-2741
 Florida Reg. No. AR 0011835

**EMPLOYEE
 LOCKER ROOM
 ELEVATIONS**

| | | |
|-----------|----------|-----------|
| Cont. No. | 88/88-88 | 36 |
| Scale | AS NOTED | |
| Date | 04-25-88 | |
| Last Rev. | 06-01-88 | |



SANITARY PLAN
V-2-NORTH

ALL WORK TO BE DONE AND PERFORMED BY THE CONTRACTOR UNDER THE SUPERVISION OF THE SANITARY ENGINEER.
 T. L. TERRY & ASSOCIATES, INC. 2000
 1000 N. W. 10th St., Suite 100
 Ft. Lauderdale, Florida 33304
 Phone: (305) 555-1111
 Fax: (305) 555-1112
 Date: 7/25/03
 Drawn: [Signature]

| NO. | DATE | BY | REVISIONS |
|-----|---------|-------------|-------------------|
| 1 | 7/25/03 | [Signature] | ISSUED FOR PERMIT |
| 2 | 7/25/03 | [Signature] | REVISED |
| 3 | 7/25/03 | [Signature] | REVISED |
| 4 | 7/25/03 | [Signature] | REVISED |
| 5 | 7/25/03 | [Signature] | REVISED |
| 6 | 7/25/03 | [Signature] | REVISED |
| 7 | 7/25/03 | [Signature] | REVISED |
| 8 | 7/25/03 | [Signature] | REVISED |
| 9 | 7/25/03 | [Signature] | REVISED |
| 10 | 7/25/03 | [Signature] | REVISED |
| 11 | 7/25/03 | [Signature] | REVISED |

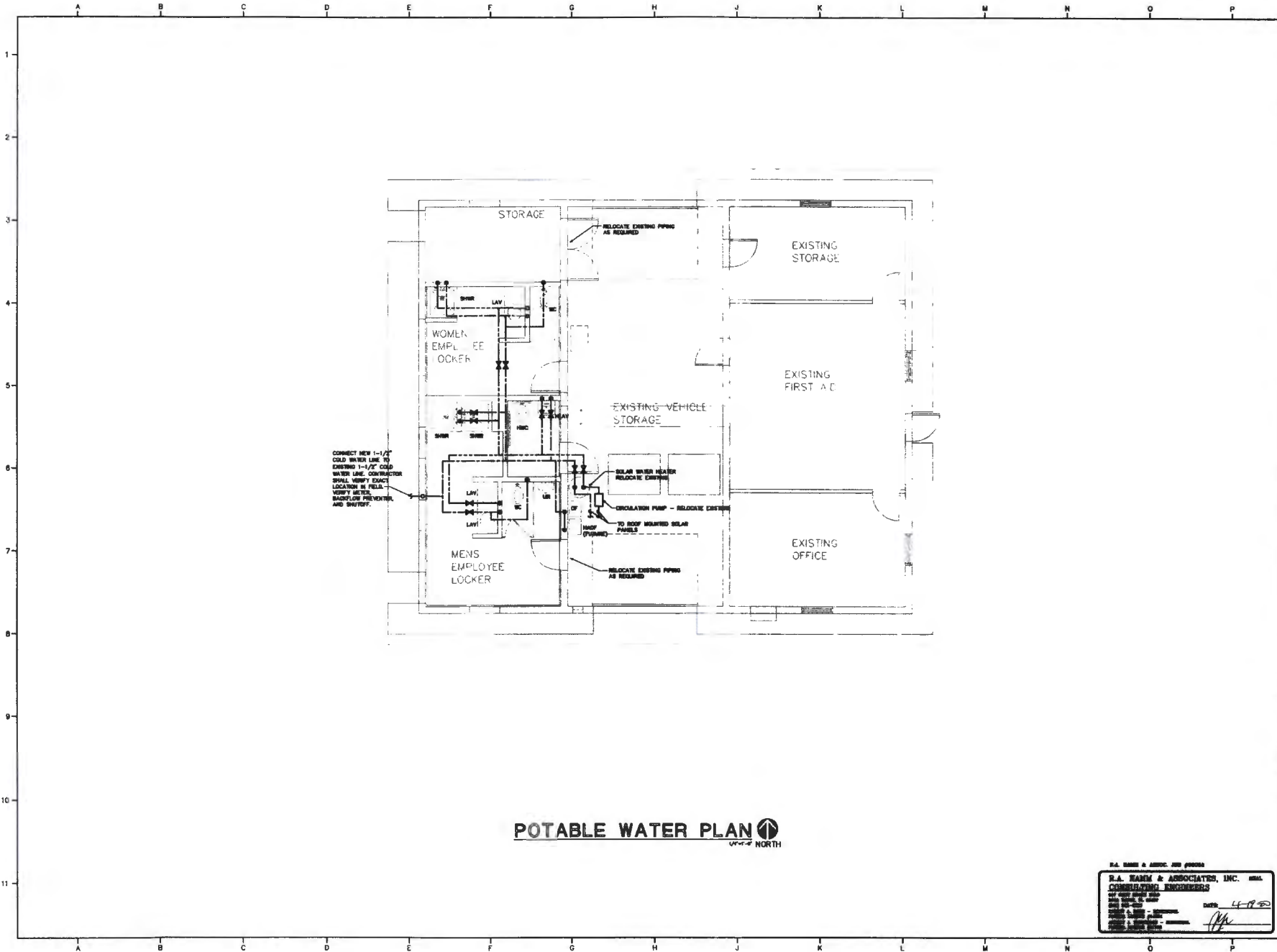
POMPANO BEACH
LIFEGUARD HEADQUARTERS
 A1A and 3rd St. Pompano Beach, Florida

SANITARY PLAN
 70
 01

JOHN B. DEBOLD, ARCHITECT
 828 South Military Trail
 Deerfield Beach, Florida 33442
 (561) 428-2741
 Florida Reg. No. JH 001153

1000 - 11007 0-2125 - 0004-PL-PL1 - 00-10-0000 - 11/00/10 00

ENR 74, Robinson Drawing



POTABLE WATER PLAN 
NORTH

R.A. RAMM & ASSOC. INC. 4000
R.A. RAMM & ASSOCIATES, INC. INC.
CONSULTING ENGINEERS
 1000 S.W. 10TH AVE.
 SUITE 200, MIAMI, FL 33135
 (305) 358-1100
 DATE: 4-19-80
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

POMPANO BEACH

LIFEGUARD HEADQUARTERS

A1A and 3rd St. Pompano Beach, Florida

| No. | Date | Item |
|-----------|------|------|
| REVISIONS | | |
| Drawn | Seal | |
| Checked | BB | |
| Approved | RAK | |

JOHN R. SERIELLO ARCHITECT
 Quorum Business Center
 838 South Military Trail
 Deerfield Beach, Florida 33442
 (954) 428-2744
 Florida Reg. No. AR 0011635

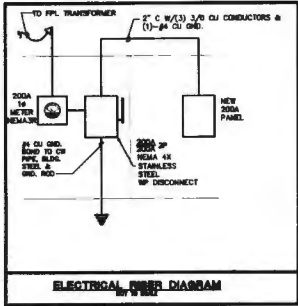
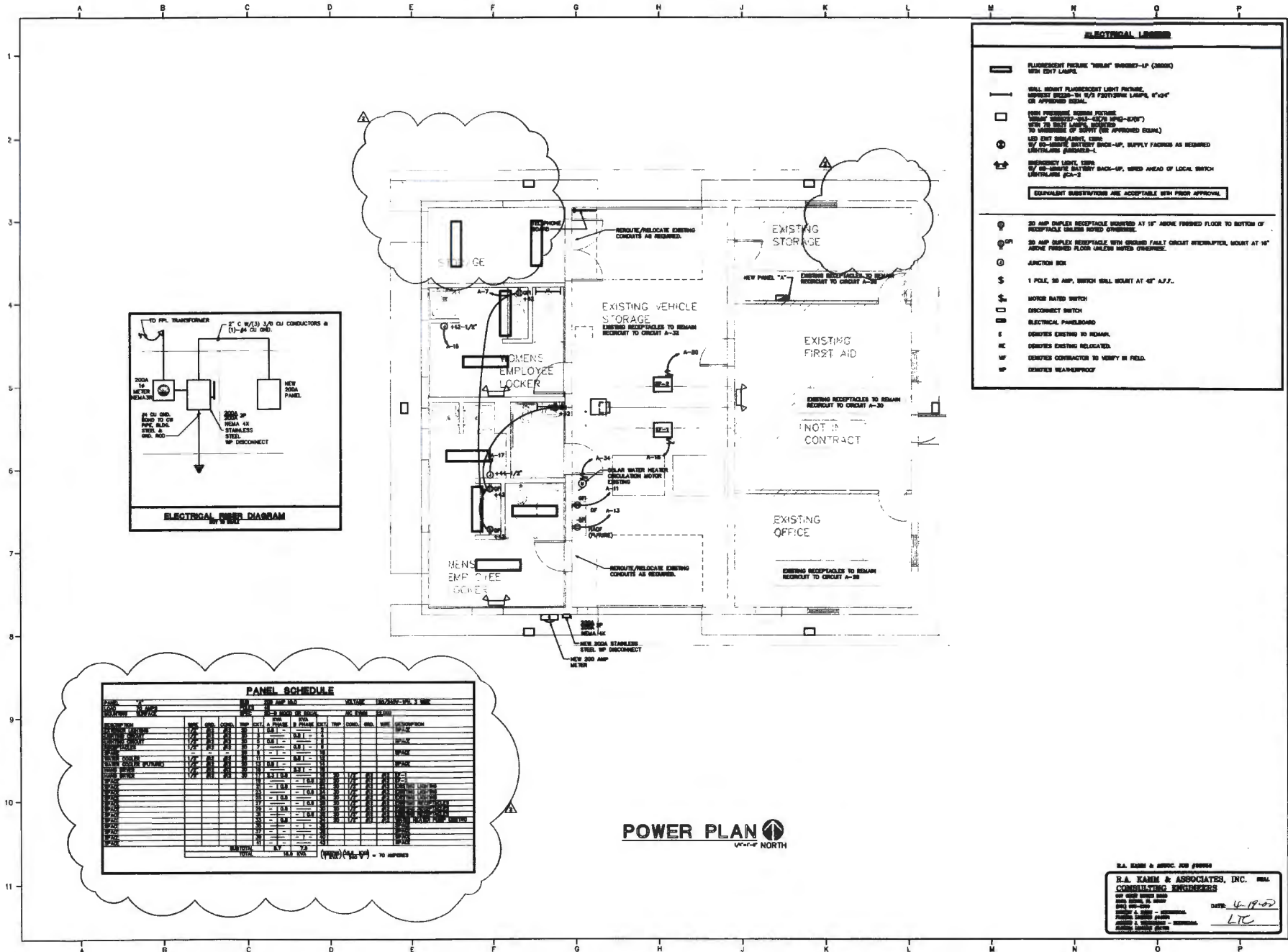
Title

POTABLE WATER PLAN

| | |
|---------------------|----|
| Contr. No. 00102.00 | 70 |
| Scale: AS NOTED | |
| Date: 4/28/80 | |
| Plot. No. 3/31/80 | 02 |

04/23/98 11:09 AM 11:09 AM

Exhibit "A" - Original Agreement



PANEL SCHEDULE

| NO. | DESCRIPTION | TYPE | AMPS | VOLTS | PHASES | WIRING | TERMINALS | REMARKS |
|-----|--------------------------|------|------|---------|--------|--------|-----------|---------|
| 1 | MAIN SERVICE | MS | 200 | 120/208 | 3 | ALU | 40 | |
| 2 | NEW 200 AMP METER | M | 200 | 120/208 | 3 | ALU | 1 | |
| 3 | NEW 200A PANEL | PP | 200 | 120/208 | 3 | ALU | 40 | |
| 4 | STORAGE | LP | 15 | 120 | 1 | ALU | 1 | |
| 5 | EMPLOYEE LOCKER | LP | 15 | 120 | 1 | ALU | 1 | |
| 6 | EXISTING VEHICLE STORAGE | LP | 15 | 120 | 1 | ALU | 1 | |
| 7 | EXISTING FIRST AID | LP | 15 | 120 | 1 | ALU | 1 | |
| 8 | EXISTING OFFICE | LP | 15 | 120 | 1 | ALU | 1 | |
| 9 | NEW 200 AMP METER | M | 200 | 120/208 | 3 | ALU | 1 | |
| 10 | NEW 200A PANEL | PP | 200 | 120/208 | 3 | ALU | 40 | |
| 11 | STORAGE | LP | 15 | 120 | 1 | ALU | 1 | |
| 12 | EMPLOYEE LOCKER | LP | 15 | 120 | 1 | ALU | 1 | |
| 13 | EXISTING VEHICLE STORAGE | LP | 15 | 120 | 1 | ALU | 1 | |
| 14 | EXISTING FIRST AID | LP | 15 | 120 | 1 | ALU | 1 | |
| 15 | EXISTING OFFICE | LP | 15 | 120 | 1 | ALU | 1 | |
| 16 | NEW 200 AMP METER | M | 200 | 120/208 | 3 | ALU | 1 | |
| 17 | NEW 200A PANEL | PP | 200 | 120/208 | 3 | ALU | 40 | |
| 18 | STORAGE | LP | 15 | 120 | 1 | ALU | 1 | |
| 19 | EMPLOYEE LOCKER | LP | 15 | 120 | 1 | ALU | 1 | |
| 20 | EXISTING VEHICLE STORAGE | LP | 15 | 120 | 1 | ALU | 1 | |
| 21 | EXISTING FIRST AID | LP | 15 | 120 | 1 | ALU | 1 | |
| 22 | EXISTING OFFICE | LP | 15 | 120 | 1 | ALU | 1 | |
| 23 | NEW 200 AMP METER | M | 200 | 120/208 | 3 | ALU | 1 | |
| 24 | NEW 200A PANEL | PP | 200 | 120/208 | 3 | ALU | 40 | |
| 25 | STORAGE | LP | 15 | 120 | 1 | ALU | 1 | |
| 26 | EMPLOYEE LOCKER | LP | 15 | 120 | 1 | ALU | 1 | |
| 27 | EXISTING VEHICLE STORAGE | LP | 15 | 120 | 1 | ALU | 1 | |
| 28 | EXISTING FIRST AID | LP | 15 | 120 | 1 | ALU | 1 | |
| 29 | EXISTING OFFICE | LP | 15 | 120 | 1 | ALU | 1 | |
| 30 | NEW 200 AMP METER | M | 200 | 120/208 | 3 | ALU | 1 | |
| 31 | NEW 200A PANEL | PP | 200 | 120/208 | 3 | ALU | 40 | |
| 32 | STORAGE | LP | 15 | 120 | 1 | ALU | 1 | |
| 33 | EMPLOYEE LOCKER | LP | 15 | 120 | 1 | ALU | 1 | |
| 34 | EXISTING VEHICLE STORAGE | LP | 15 | 120 | 1 | ALU | 1 | |
| 35 | EXISTING FIRST AID | LP | 15 | 120 | 1 | ALU | 1 | |
| 36 | EXISTING OFFICE | LP | 15 | 120 | 1 | ALU | 1 | |
| 37 | NEW 200 AMP METER | M | 200 | 120/208 | 3 | ALU | 1 | |
| 38 | NEW 200A PANEL | PP | 200 | 120/208 | 3 | ALU | 40 | |
| 39 | STORAGE | LP | 15 | 120 | 1 | ALU | 1 | |
| 40 | EMPLOYEE LOCKER | LP | 15 | 120 | 1 | ALU | 1 | |
| 41 | EXISTING VEHICLE STORAGE | LP | 15 | 120 | 1 | ALU | 1 | |
| 42 | EXISTING FIRST AID | LP | 15 | 120 | 1 | ALU | 1 | |
| 43 | EXISTING OFFICE | LP | 15 | 120 | 1 | ALU | 1 | |
| 44 | NEW 200 AMP METER | M | 200 | 120/208 | 3 | ALU | 1 | |
| 45 | NEW 200A PANEL | PP | 200 | 120/208 | 3 | ALU | 40 | |
| 46 | STORAGE | LP | 15 | 120 | 1 | ALU | 1 | |
| 47 | EMPLOYEE LOCKER | LP | 15 | 120 | 1 | ALU | 1 | |
| 48 | EXISTING VEHICLE STORAGE | LP | 15 | 120 | 1 | ALU | 1 | |
| 49 | EXISTING FIRST AID | LP | 15 | 120 | 1 | ALU | 1 | |
| 50 | EXISTING OFFICE | LP | 15 | 120 | 1 | ALU | 1 | |

POWER PLAN
W-OF NORTH

ELECTRICAL LEGEND

- FLUORESCENT PICTURE "TUBES" MOUNT-UP (2000) WITH E817 LAMPS.
- WALL MOUNT FLUORESCENT LIGHT FIXTURE, MOUNT 2000-30 1/2 PATTERN LAMP, 4"x6" OR APPROVED EQUAL.
- NON PRESSURE MOUNT PICTURE "TUBES" MOUNT-UP (2000) WITH E817 LAMPS, MOUNT TO MOUNTING OF BUSH (OR APPROVED EQUAL).
- LED EXIT SIGN/LIGHT, MOUNT BY 60-SEWEE BATTERY BACK-UP, SUPPLY FACTOR AS REQUIRED. (SEE SPECIFICATIONS).
- EMERGENCY LIGHT, MOUNT BY 60-SEWEE BATTERY BACK-UP, USED AHEAD OF LOCAL SWITCH. (SEE SPECIFICATIONS).

EQUIVALENT SUBSTITUTIONS ARE ACCEPTABLE WITH PRIOR APPROVAL.

- 30 AMP DUPLEX RECEPTACLE MOUNTED AT 18" ABOVE FINISHED FLOOR TO BOTTOM OF RECEPTACLE UNLESS NOTED OTHERWISE.
- 30 AMP DUPLEX RECEPTACLE WITH GROUND FAULT CIRCUT INTERRUPTER, MOUNT AT 18" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE.
- JUNCTION BOX
- 1 POLE, 30 AMP, SWITCH WALL MOUNT AT 48" A.F.F.
- MOTOR RATED SWITCH
- DISCONNECT SWITCH
- ELECTRICAL PANELBOARD
- DEFERRED EXISTING TO REMAIN
- DEFERRED EXISTING TO BE REMOVED
- DEFERRED CONTRACTOR TO VERIFY IN FIELD
- DEFERRED REASON/REMARK

R.A. KAHN & ASSOCIATES, INC. CONSULTING ENGINEERS
DATE: 4-19-97
LTC

POMPANO BEACH
LIFEGUARD HEADQUARTERS
A1A and 3rd St. Pompano Beach, Florida

| | |
|----------|------|
| Drawn | Seal |
| Checked | BB |
| Approved | RAK |

JOHN R. DEBELLO ARCHITECT
Quorum Business Center
638 South Military Trail
Deerfield Beach, Florida 33442
(954) 426-2741
Florida Reg. No. AR 0011535

POWER PLAN

| | | |
|------------|----------|----|
| Contr. No. | 96102.00 | 90 |
| Scale | AS NOTED | |
| Date | 4/23/98 | 02 |
| Last Rev. | 3/31/00 | |

CITY OF POMPANON BEACH
 Exhibit 1A Original Agreement Page 8 of 22
MANDATORY PRE-BID CONFERENCE

SIGN IN SHEET

T-03-19

**OCEAN RESCUE BUILDING INTERIOR UPGRADES AND LIFEGUARD
TOWERS**

DATE: 11/15/2018

ATTENDEES NOTE: Furnish complete information. This completed form becomes the basis of the mailing list for all addenda. **Only** companies represented on this sheet may submit bids for the above named project.

Company Name Emerald Construction Corp
 Your Name /Title Matilda Alushani Sr Estimator
 Mailing Address matilda@emeraldconstructioncorp.com
 City Jania Beach State FL Zip Code 33004
 Telephone Number () 954-3280481 Fax Number () _____
 Email Address same as above

Company Name MBR Construction
 Your Name /Title Rich Pesta Estimator
 Mailing Address 1020 NW 51st St.
 City Fort Lauderdale State FL Zip Code 33309
 Telephone Number () 954-486-8404 Fax Number () 954-486-9579
 Email Address R Pesta @ mbr construction.com

Company Name Rom WA Point Contracting
 Your Name /Title Rommel Ramirez construction Superintendent
 Mailing Address 1324 W 29th St
 City Miami State FL Zip Code 33142
 Telephone Number () 786-277-3601 Fax Number () _____
 Email Address Ramirez@romwacontracting.com

Company Name OPTIMUS DEVELOPMENT CONTRACTORS, LLC
 Your Name /Title MAURICIO CADRAL, GENERAL CONTRACTOR
 Mailing Address 260 S military trail
 City DEERFIELD BEACH State FL Zip Code 33442
 Telephone Number (954) 937-7041 Fax Number () N/A
 Email Address OD CONTRACTORS@gmail.com

CITY OF DUNEDIN BEACH
MANDATORY PRE-BID CONFERENCE

SIGN IN SHEET

T-03-19

OCEAN RESCUE BUILDING INTERIOR UPGRADES AND LIFEGUARD TOWERS

DATE: 11/15/2018

ATTENDEES NOTE: Furnish complete information. This completed form becomes the basis of the mailing list for all addenda. Only companies represented on this sheet may submit bids for the above named project.

Company Name Bausch Enterprises Inc.
Your Name /Title Todd Bausch - President
Mailing Address PO Box 326
City Port Salerno State FL Zip Code 34997
Telephone Number (772) 220 6652 Fax Number (772) 220 6653
Email Address todd@bauschenterprises.com

Company Name West Construction Inc.
Your Name /Title Nicole Martinez / Business Development
Mailing Address 820 N. 4th Street
City Lantana State FL Zip Code 33462
Telephone Number (888) 588-2027 Fax Number (888) 582-9419
Email Address nmartinez@westconstructioninc.net

Company Name RDC RECREATIONAL DESIGN BUILD
Your Name /Title FELIPE CORDONA / LEAD ESTIMATOR
Mailing Address 3990 N POWER LINE
City POMPANO BEACH State FL Zip Code 33090
Telephone Number () 954 294 2505 Fax Number () _____
Email Address F.CORDONA@RDCDESIGNBUILD.COM

Company Name _____
Your Name /Title _____
Mailing Address _____
City _____ State _____ Zip Code _____
Telephone Number () _____ Fax Number () _____
Email Address _____

Bidder Company Name _____

10. Qualifications Of Bidders

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as detailed under Bidder's Responsiveness and Responsibility section of the IFB (or in SUPPLEMENTARY CONDITIONS). Each Bid must contain evidence of Bidder's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

10.1 How many years has your organization been in business as a Contractor?

10.2 State of Florida Contractor's license # _____
Contractor License Types _____
Broward County Certificate of Competency #: _____
Expiration Date: _____

10.3 Have you ever failed to complete work awarded to you? If Yes, where and why?

10.4 Have you personally inspected the proposed work and have you a complete plan for its performance?

10.5 Will you sub-contract any part of this work? Yes No

If Yes, list all proposed subcontractors to be used on this project if the Bidder is awarded the Contract for this project. The successful Bidder shall submit a COMPLETE list of any work that he proposes to subcontract and the proposed subcontractors prior to execution of the contract.

| CLASSIFICATION OF WORK | NAME AND ADDRESS OF SUBCONTRACTOR |
|------------------------|-----------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(Submit any additional contractors to be used on a separate sheet.)

10.6 The following information shall be provided for this project:

Bidder Company Name _____

(a) Estimated total construction manhours _____

(b) Percent manhours to be performed by Contractor's permanent staff _____

(c) Percent manhours to be performed by direct hire employees _____

(d) Percent manhours to be performed by Subcontractors _____

10.7 Equipment

10.8 What equipment do you own that is available for the proposed work?

10.9 What equipment will you rent for the proposed work?

10.10 What equipment will you purchase for the proposed work?

11 List all work of similar type, complexity, and comparable value as requested under the Bidder's Responsiveness and Responsibility, Responsibility Documentation, Paragraph 2 Prior Project Experience and References of the IFB. (Attach additional information on separate sheet)

Project #1

Project Name _____

Project Owner's Name _____

Owner's Address _____

Phone Number _____ Email address _____

Contact information for the Project (if different from above)

Contact Person _____ Phone Number _____ Email Address _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Bidder Company Name _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

Description and Value of Work Completed by Contractor _____

Description and Value of Work Completed by Subcontractors _____

Project #2

Project Name _____

Project Owner's Name _____

Owner's Address _____

Phone Number _____ Email address _____

Contact information for the Project (if different from above)

Contact Person Phone Number Email Address

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

Description and Value of Work Completed by Contractor _____

Description and Value of Work Completed by Subcontractors _____

Bidder Company Name _____

Project #3

Project Name _____

Project Owner's Name _____

Owner's Address _____

Phone Number _____ Email address _____

Contact information for the Project (if different from above)

Contact Person Phone Number Email Address

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

Description and Value of Work Completed by Contractor _____

Description and Value of Work Completed by Subcontractors _____



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

December 5, 2018

ADDENDUM #3, BID T-03-18

Ocean Rescue Building Interior Upgrades and Lifeguard Towers

To Whom It May Concern,

The following attachments have been added to the attachments tab of the eBid system.

**Specifications for RFP 2018-04-18
Qualification of bidders form**

Please review the following question and the City's answer.

Addendum #3 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 written questions has passed.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), December 7, 2018.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Tammy R. Thompkins
Purchasing Agent

cc: website

SECTION 05 05 13
SHOP-APPLIED COATINGS FOR METAL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Work includes labor, materials, appliances, tools, equipment, facilities, transportation, and services necessary for and incidental to performing operations in connection with furnishing, delivery and installation of the work of this Section, meeting current building codes and manufacturer's latest printed instructions, complete as shown on the drawings and/or specified herein.

1.2 REFERENCE STANDARDS

- A. American Architectural Manufacturers Association (AAMA) (www.aamanet.org):
1. AAMA 620 – Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Aluminum Substrates.
 2. AAMA 621 – Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) and Zinc-Aluminum Coated Steel Substrates.
 3. AAMA 2603 – Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels.
 4. AAMA 2604 – Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels.
 5. AAMA 2605 – Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels.
- B. ASTM International (ASTM) (www.astm.org):
1. ASTM B 117 – Standard Practice for Operating Salt Spray (Fog) Apparatus.
 2. ASTM C 207 – Standard Specification for Hydrated Lime for Masonry Purposes.
 3. ASTM D 523 – Standard Test Method for Specular Gloss.
 4. ASTM D 714 – Standard Test Method for Evaluating Degree of Blistering of Paints.
 5. ASTM D 870 – Standard Practice for Testing Water Resistance of Coatings Using Water Immersion.
 6. ASTM D 968 – Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive.
 7. ASTM D 1654 – Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
 8. ASTM D 2244 – Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates.
 9. ASTM D 2247 – Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
 10. ASTM D 2794 – Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
 11. ASTM D 3359 – Standard Test Methods for Measuring Adhesion by Tape Test.
 12. ASTM D 3363 – Standard Test Method for Film Hardness by Pencil Test.
 13. ASTM D 4145 – Standard Test Method for Coating Flexibility of Prepainted Sheet.
 14. ASTM D 4214 – Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films.
 15. ASTM D 4585 / D 4585M – Standard Practice for Testing Water Resistance of Coatings Using Controlled Condensation.
 16. ASTM D 5402 – Standard Practice for Assessing the Solvent Resistance of Organic Coatings Using Solvent Rubs.
 17. ASTM D 6578 / D 6578M – Standard Practice for Determination of Graffiti Resistance.
 18. ASTM D 7091 – Standard Practice for Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to Ferrous Metals and Nonmagnetic, Nonconductive Coatings Applied to Non-Ferrous Metals.
 19. ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials.

20. ASTM E 1980 – Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.
 21. ASTM G 85 – Standard Practice for Modified Salt Spray (Fog) Testing.
- C. US Green Building Council (USGBC) (www.usgbc.org):
1. LEED Green Building Rating System, NC (New Construction), Version 2009 and v4.

1.3 COORDINATION

- A. Coordination of Shop-Applied Coating Systems:
1. Coordinate submittal and selection procedures for metal products to receive shop-applied coating systems.
 2. Where products are indicated to match coatings selected for other products, adjust formulations as required to achieve match.
 3. Submit samples for verification, indicating compliance with matching requirements.

1.4 SUBMITTALS

- A. Comply with Section 01 33 00 – Submittal Procedures.
- B. Product Data: Submit manufacturer's product data for each coating system specified, including:
1. Type of coating system.
 2. Type of substrates.
 3. AAMA compliance.
 4. DFT of each coat.
 5. Total DFT.
 6. Physical properties.
 7. Application characteristics.
 8. Accelerated test data.
 9. Field performance.
- C. Samples: Submit manufacturer's samples of each color and gloss specified for each coating system specified for:
1. Selection.
 2. Verification on each specified metal substrate.
- D. Manufacturer's Certification: Submit manufacturer's certification that coating systems comply with specified requirements and are suitable for intended application.
- E. LEED Submittals:
1. Product Test Reports for Credit SS 7.2: For metal roof panel coatings to document compliance with solar reflectance index requirement.
- F. Manufacturer's Project References: Submit manufacturer's list of recently completed shop-applied coating system projects, including project name and location, name of architect, type of metal products receiving shop-applied coating systems, and type and quantity of shop-applied coating systems furnished.
- G. Applicator's Project References: Submit applicator's list of recently completed shop-applied coating system projects, including project name and location, name of architect, type of metal products receiving shop-applied coating systems, and type and quantity of shop-applied coating systems applied.
- H. Cleaning and Maintenance Instructions: Submit manufacturer's cleaning and maintenance instructions for shop-applied coating systems, including:
1. Graffiti removal instructions.
- I. Warranty Documentation: Submit manufacturer's standard warranty.

1.5 QUALITY ASSURANCE

- A. **Manufacturer's Qualifications:** Manufacturer regularly engaged, for minimum of 10 years, in the manufacturing of shop-applied coating systems of similar type to that specified.
- B. **Applicator's Qualifications:**
 - 1. Applicator regularly engaged in application of shop-applied coating systems of similar type to that specified.
 - 2. Employ persons trained for application of shop-applied coating systems.
 - 3. Approved by manufacturer.
 - 4. Equipped, trained, and approved for application of shop-applied coating systems required for this Project.
 - 5. Approved to provide warranty specified in this section.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. **Shop-Applied Coating Systems:**
 - 1. **Delivery Requirements:** Deliver coating systems to applicator in manufacturer's original, unopened containers and packaging, with labels clearly identifying:
 - a. Coating system name.
 - b. Manufacturer.
 - c. Color.
 - d. Weight.
 - e. Gallons.
 - f. Batch number.
 - 2. **Storage and Handling Requirements:**
 - a. Store and handle coating systems in accordance with manufacturer's instructions.
 - b. Keep coating systems in manufacturer's original, unopened containers and packaging until shop application.
 - c. Protect coating systems during storage, handling, and shop application to prevent contamination or damage.
- B. **Metal Products to Receive Shop-Applied Coating Systems:**
 - 1. **Delivery Requirements:** Refer to sections specifying metal products to receive shop-applied coating systems.
 - 2. **Storage and Handling Requirements:**
 - a. Refer to sections specifying metal products to receive shop-applied coating systems.
 - b. Package and protect metal product finish during storage, handling, and installation.
 - c. Protect metal product finish from damage from standing water.
 - d. Protect metal product finish from contact with materials that could damage or adversely affect shop-applied coating systems.
 - e. Protect metal product finish with temporary protective coverings until after installation.

1.7 WARRANTY

- A. **Applicator's Warranty:**
 - 1. Applicator agrees to repair finish or replace coated metal products that demonstrate deterioration of shop-applied coating systems within warranty period.
 - 2. **Exposed Coating Systems:** Deterioration includes, but is not limited to:
 - a. **Solid Colors:** Color fading in excess of 5 delta E Hunter color units in accordance with ASTM D 2244, Appendix XI.1.
 - b. Peeling, checking, or cracking of coating adhesion to metal.
 - c. Chalking in excess of a No. 8 in accordance with ASTM D 4214, Method A.
- B. **Warranty Period:** 10 20 years from date of Substantial Completion.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer: The Valspar Corporation, Valspar Coil and Extrusion, PO Box 1461, Minneapolis, Minnesota 55440. Toll Free 888-306-2645. Website www.valsparinspireme.com. Email inquiries@valsparinspireme.com
- B. Substitutions: In accordance with Division 1.

2.2 APPLICATORS

- A. Approved Applicators: Shop-applied coating systems by applicators qualified as specified in the Quality Assurance article of this section.

2.3 PERFORMANCE REQUIREMENTS

- A. LEED:2009 - Solar Reflective Index (SRI): Provide metal roof panel coatings with SRI of not less than 78 for slopes of 2:12 (low slope) or less than 29 for slopes greater than 2:12 (steep slope) in accordance with ASTM E 1980.
 - 1. LEED v4: 82 initial SRI and 64 aged SRI for slopes 2:12 or less (low slope) and 39 initial SRI and 32 aged SRI for slopes greater than 2:12 (steep slope).
- B. Energy Star Compliance: Provide metal roof panel coatings identical to those listed on US Department of Energy's ENERGY STAR Roof Products Qualified Product List.
- C. CEC-Title 24 Compliance for Low-Slope: Provide metal roof panel coatings with aged SRI not less than 0.55 and emissivity not less than 0.75 with a SRI of 64.

2.4 SHOP-APPLIED COIL COATING SYSTEMS FOR ALUMINUM SHEET

- A. Shop-Applied, Fluoropolymer Coil Coating System for Aluminum Sheet: Valspar "Fluropon" coil coating system.
 - 1. Coating Type: 70 percent polyvinylidene fluoride (PVDF) fluoropolymer resin.
 - 2. Compliance: AAMA 620.
 - 3. Application Method: Shop-applied, reverse roll coat.
 - 4. Substrate: Pretreated aluminum.
 - 5. Specular Gloss, ASTM D 523:
 - a. Standard Gloss: 20 to 35 units on a 60-degree meter.
 - b. Low Gloss: 8 to 15 units on a 60-degree meter.
 - c. Low Sheen: 10 units maximum on both a 60-degree meter and an 85-degree meter.
 - 6. Pencil Hardness, ASTM D 3363: HB to 2H.
 - 7. T-Bend, ASTM D 4145: 1T to 3T, no loss of adhesion.
 - 8. Cross Hatch Adhesion, ASTM D 3359: No loss of adhesion.
 - 9. Reverse Impact, ASTM D 2794: 1.5x metal thickness, no loss of adhesion.
 - 10. Humidity Resistance, ASTM D 2247, 100 percent relative humidity, 3,000 hours: No field blisters.
 - 11. Salt Spray Resistance, ASTM B 117, 3,000 hours: Creep from scribe less than or equal to 1/16 inch (2 mm), no field blisters.
 - 12. South Florida Exposure, ASTM D 2244 and D 4214, Method A:
 - a. Color: No more than 5 delta E Hunter color units at 20 years.
 - b. Chalk: Rating no less than 8 at 20 years.
 - c. Film Integrity: 20 years.
 - 13. Flame Test, ASTM E 84: Class A coating.
 - 14. Water Immersion, ASTM D 870, 500 hours, 100 degrees F: No loss of adhesion.
 - 15. Abrasion Resistance, ASTM D 968, Method A: 65, plus or minus 10 liters.
 - 16. Graffiti Resistance, ASTM D 6578 / D 6578M: Pass.

2.5 COATING SCHEDULE – SHOP-APPLIED COIL COATING SYSTEMS FOR ALUMINUM SHEET

- A. Shop-Applied, Fluoropolymer Coil Coating System for Aluminum Sheet: Valspar "Fluropon" coil coating system.
 - 1. Dry Film Thickness (DFT), ASTM D 7091: 3-coat system.
 - a. Primer: 0.20 to 0.50 mils.
 - b. Color Coat: 1.00 to 1.50 mils.
 - c. Clear Topcoat: 0.80 to 1.30 mils.
 - d. Total, Minimum: 2.00 to 3.00 mils.
 - 2. Color: As scheduled .
 - 3. Gloss: Select from manufacturer's full range .

- B. Pretreatment: Mechanically clean and chemically pretreat metal products in accordance with:
 - 1. Coating manufacturer's instructions.
 - 2. AAMA 620.

- C. Coating System Application: Apply coating system in accordance with:
 - 1. Coating manufacturer's instructions.
 - 2. AAMA 620.

PART 3 EXECUTION

(Not Used)

END OF SECTION

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.
- 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-builts", 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 registered mail or other traceable delivery service to the last business address known to him who gives notice. Electronic, FAX or other telephonic transmission shall not 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 ten (10) percent of the payment owed to the Contractor until fifty-percent (50%) completion of the Project. After fifty-percent (50%) completion is reached, the Owner will reduce the amount of retainage withheld from each subsequent progress payment to five percent.
- 11.01.01 Fifty-percent (50%) completion shall be defined in the Contract Documents. If not defined, fifty-percent (50%) completion shall be the point at which the Owner has expended fifty-percent (50%) of the total cost of the construction services purchased with all costs associated with existing change orders and any other additions or modifications to the construction services provided for in the Contract Documents.
- 11.01.02 After fifty-percent (50%) completion of the Project, the Contractor may present to the Owner an Application for Payment of up to one-half of the retainage retained by the Owner prior to the fifty-percent completion date. The Owner shall promptly make such payment unless the Owner has grounds for withholding the payment retainage as provided herein.
- 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.

ARTICLE 32. CHANGE ORDERS.

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. 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. 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 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 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.
- 41.07 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.
- 41.08 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.
- 41.09 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.
- 41.10 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.
- 41.11 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

Exhibit "C"

Supplemental Conditions

N/A



T-03-19 Addendum 3
West Construction, Inc.
Supplier Response

Event Information

Number: T-03-19 Addendum 3
Title: Ocean Rescue Building Interior Upgrades and Construction of Lifeguard Stations
Type: Request for Proposals
Issue Date: 11/8/2018
Deadline: 12/7/2018 02:00 PM (ET)
Notes: The City is seeking proposals from qualified firms to provide turnkey services and construction services to the City for the Ocean Rescue Building and eight (8) Lifeguard Towers.

The City will receive sealed proposals until 2:00 p.m. (local), December 7, 2018. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

A mandatory pre-proposal conference will be held on November 15, 2018, beginning at 2:00 p.m. (local) in the Ocean Rescue Building, 50 North Pompano Beach Blvd, Pompano Beach, Florida 33060. Proposals will not be accepted from firms that do not attend the pre-proposal conference.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at:
<https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. 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.

Contact Information

Contact: Tammy Thompkins
Address: 1190 NE 3rd Avenue
Building C
Purchasing
Pompano Beach, FL 33060
Phone: (954) 786-4098 x
Fax: (954) 786-4168 x
Email: purchasing@copbfl.com

West Construction, Inc. Information

Contact: Martha A. Morgan
Address: 820 N. 4th Street
 Lantana, FL 33462
Phone: (561) 588-2027
Fax: (561) 582-9419
Email: mamorgan@westconstructioninc.net

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).

Martha Morgan

Signature

Submitted at 12/7/2018 11:50:21 AM

mamorgan@westconstructioninc.net

Email

Requested Attachments**Proposal**

T-03-19 WCI.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Qualification of Bidders Form

Qualifications Questionnaire WCI.pdf

Qualification of Bidders Form from the attachments tab must be completed and uploaded to this tab.

Local Business Program Forms

Local_Business_Program_Forms.pdf

Local Business Program Forms from the attachments tab must be completed and uploaded to this tab.

Bid Attributes**1 Vendor Certification Regarding Scrutinized Companies Lists (Over \$1,000,000.00)**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, 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 with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or 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 Terms & Conditions

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

 Agree

3 Local Business Participation Percentage

If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.

4 Acknowledgement of Addenda

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

Submitted to:
Purchasing Office
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL, 33060

**Ocean Rescue Building Interior
Upgrades and Construction
of Lifeguard Towers**
RFP: T-03-19



Submitted By:

WEST CONSTRUCTION INC.
WEST ARCHITECTURE + DESIGN, LLC
820 N. 4th Street
Lantana, FL, 33462

December 7th, 2018 @ 2:00 P.M.



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| TAB 7 | Local Business |
| TAB 8 | Litigation |
| TAB 9 | City Forms |
| TAB 10 | Additional Forms |



Submitted to:
Purchasing Office
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL, 33060

**Ocean Rescue Building Interior
Upgrades and Construction
of Lifeguard Towers**
RFP: T-03-19



Submitted By:
WEST CONSTRUCTION INC.
WEST ARCHITECTURE + DESIGN, LLC
820 N. 4th Street
Lantana, FL, 33462

December 7th, 2018 @ 2:00 P.M.

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Letter of Transmittal

3



December 7, 2018

City Of Pompano Beach
Purchasing Office
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL, 33060

**RE: RFP No. T-03-19
Ocean Rescue Building Interior Upgrades and Construction of Lifeguard Towers**

Dear Selection Committee,

West Construction Inc. understands The City of Pompano Beach is seeking proposals from qualified firms to provide turnkey services and construction services to the City for the Ocean Rescue Building and eight (8) Lifeguard Stations.

This project is for a single contract to provide turnkey services to the City for interior upgrades to the existing Ocean Rescue Building located at 50 N. Pompano Beach Boulevard and to construct and install eight (8) custom designed lifeguard stations. The project includes improvements to the interior of an existing building including but not limited to upgrades to existing bathrooms, locker rooms, exercise area, offices, etc. West understands that the scope of services is as follows:

- Prepare preliminary design plans and/or design alternative recommendations for interior improvements based on input from Ocean Rescue staff.
- Conduct presentations to elected officials, staff, and the public, if necessary.
- Prepare required documents for the project. This will include preparing surveys, design plans, technical specifications, construction plans, etc.
- Attendance at City Commission meetings may be required.
- Coordinate processing the projects through all required governmental and quasigovernmental agencies, City Departments and other appropriate review boards.
- Prepare and process all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. State, County and City)
- Provide construction oversight for the project. Proposer may need to make provisions for threshold inspections, shop drawing/contractor submittal reviews and approvals, responding to subcontractor requests for information, and reviewing subcontractor payment applications, if applicable.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.



Furthermore, West understands the importance of Schedule, Safety, Quality Control, and Document Control. Our team has substantial experience in sensitive areas impacted by projects being completed that affect the public.

West has the resources and experience to complete the Lifeguard Towers project. As a woman owned company, we have achieved success through intensive collaboration with both private and public clients. **West** Construction was founded in 1969 on the principal of delivering well-crafted, highly functional and cost effective projects. Through 49 years of successful project delivery, we have evolved into an international corporation with offices in 6 countries.

Below is our main office and the persons authorized to make decisions for this proposal.

Main Office:

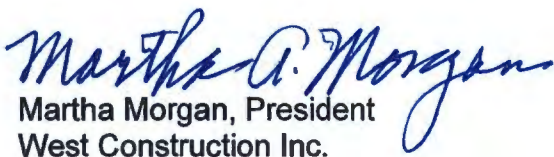
West Construction, Inc. FIEN#: 59-1809068
820 N. 4th Street
Lantana, FL, 33462

Persons Authorized to make Representations for the Firm:

Martha A. Morgan, President
820 N. 4th Street
Lantana, FL, 33462
mamorgan@westconstructioninc.net
(561) 588-2027

Matthew West, Vice-President
820 N. 4th Street
Lantana, FL, 33462
mwest@westconstructioninc.net
(561) 588-2027

Sincerely,


Martha Morgan, President
West Construction Inc.

West Construction, Inc.

820 N. 4th Street, Lantana, FL, 33462 / Phone: 561-588-2027 / Fax: 561-582-9419
License No. CBC057038 / CGC1516626
www.westconstructioninc.net

Pricing and Renderings

4



TAB 4 PRICING

| Item | Price |
|---|-----------------------|
| Tower #1 | \$ 122,000.00 |
| Tower #2 | \$ 122,000.00 |
| Tower #3 | \$ 122,000.00 |
| Tower #4 | \$ 122,000.00 |
| Tower #5 | \$ 122,000.00 |
| Tower #6 | \$ 122,000.00 |
| Tower #7 | \$ 122,000.00 |
| Tower #8 | \$ 122,000.00 |
| Subtotal | \$ 976,000.00 |
| <i>Interior Renovations Lump Sum</i> | <i>\$ 487,200.00</i> |
| Total | \$1,463,200.00 |
| Add Alternate 2 nd Floor Expansion | \$1,117,200.00 |
| Grand Total | \$2,580,400.00 |

AIA Document A310 – 2010

Bid Bond

CONTRACTOR:

West Construction, Inc.
820 N. 4th Street
Lantana, FL 33462

OWNER:

City of Pompano Beach
1190 NE 3rd Avenue
Pompano Beach, FL 33060

BOND AMOUNT:

Five Percent of Amount Bid (5% of Amount Bid)

SURETY:

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

PROJECT: Request for Proposals T-03-19; Ocean Rescue Building Interior Upgrades and Construction of Lifeguard Towers

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of December, 2018.

Witness/Attest:

By:

Matthew E. West
Secretary

By:

[Signature]

West Construction, Inc.

By:

Martha A. Morgan
Martha A. Morgan, President

(Principal)

Berkley Insurance Company

By:

[Signature]
Warren M. Alter, Attorney-in-fact

(Surety)

This document conforms to AIA Document A310 - 2010 BID BOND. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NY AVE NW, WASHINGTON, DC 20006.

**BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Warren M. Alter; David T. Satine; Dawn Auspitz; or Jonathan Bursevich of Alter Surety Group, Inc. of Miami Lakes, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of November, 2017.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 14th day of November, 2017, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

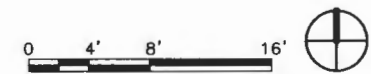
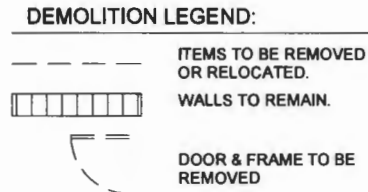
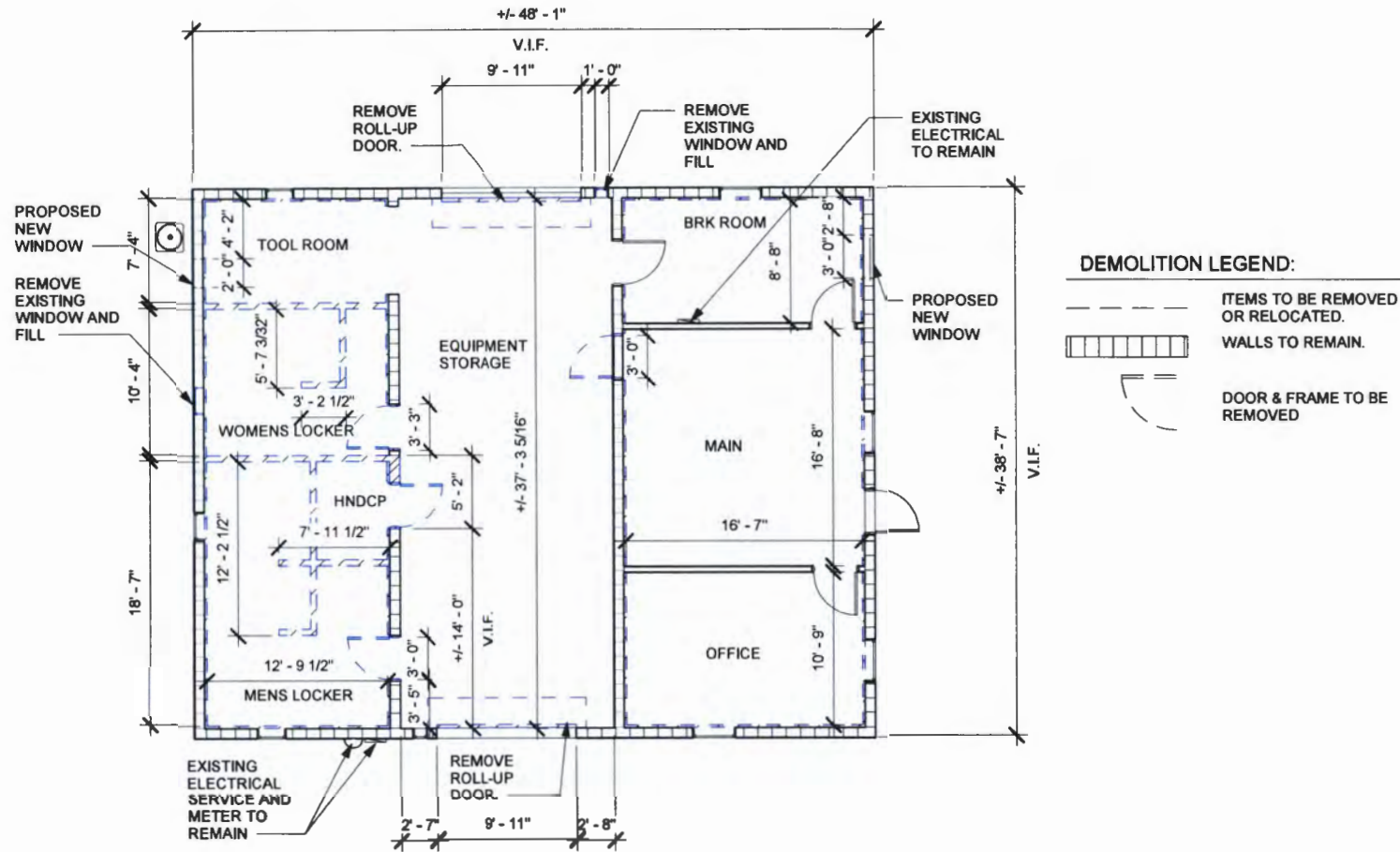
Given under my hand and seal of the Company, this 7th day of December, 2018

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Exhibit "D", Supplier's Response Documents



WEST ARCHITECTURE + DESIGN, LLC AA20021033

MATTHEW F. WEST
AR 93859

820 N. 4TH STREET,
LANTANA, FLORIDA, 33462

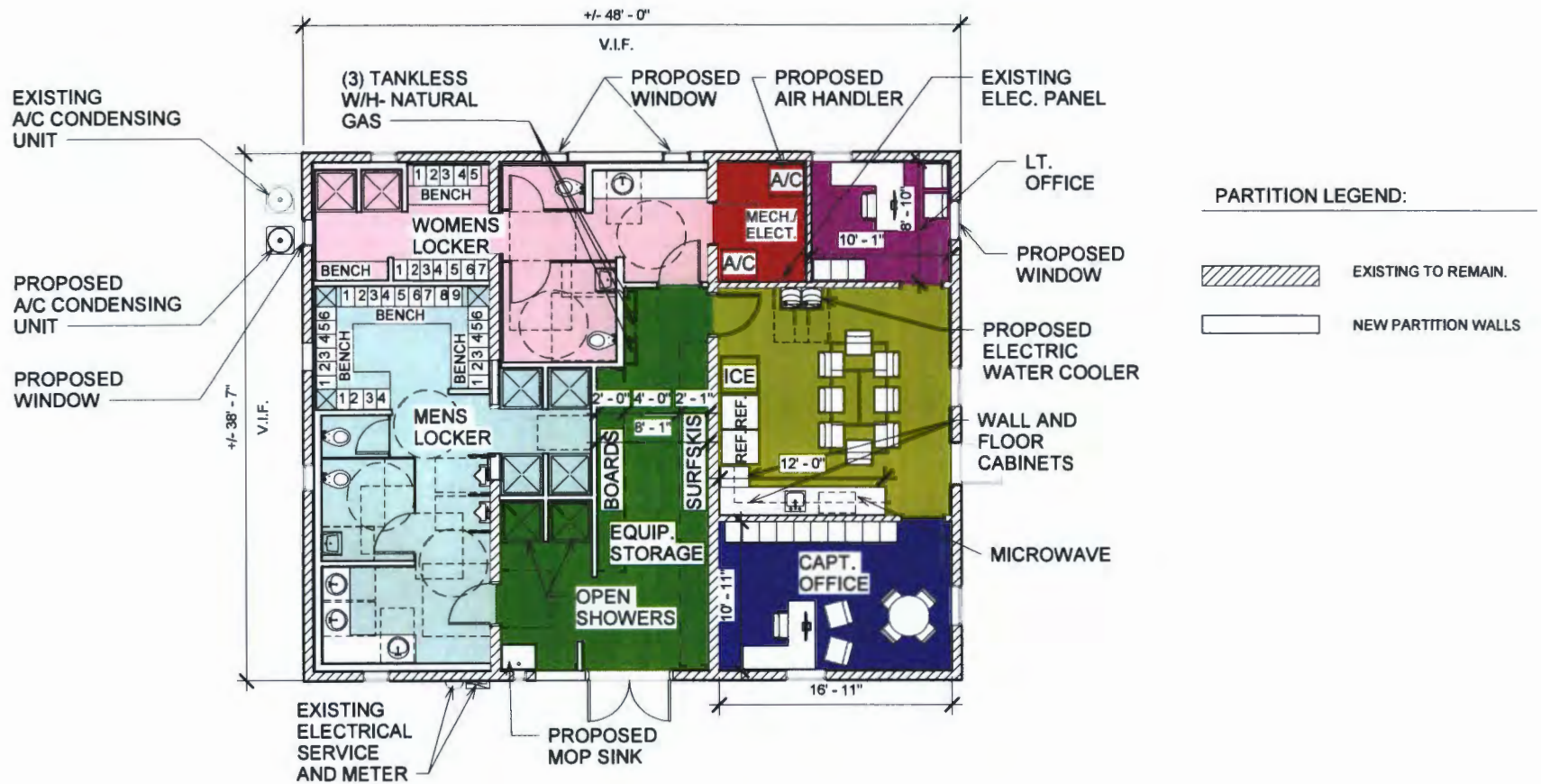
T 561-588-2027 F 561-582-9419
1404466@WEST-ARCH.COM

CITY OF POMPANO BEACH RFP # T-03-19
OCEAN RESCUE BUILDING

50 N POMPANO BEACH BLVD, POMPANO BEACH, FL 33062

| DEMOLITION PLAN | | .D-0.01 |
|-----------------|----------|--------------------|
| PROJECT # | A18-058 | |
| DATE: | 12-07-18 | |
| DRAWN: | JA /PG | |
| MANAGED: | MW | Scale 1/8" = 1'-0" |

Exhibit "D", Supplier's Response Documents



WEST ARCHITECTURE + DESIGN, LLC

MATTHEW F. WEST
AR 93859

820 N. 4TH STREET,
LANTANA, FLORIDA, 33482

T 561-588-2027 F 561-582-9419
WWW.WEST-ARCH.COM

CITY OF POMPANO BEACH RFP # T-03-18
OCEAN RESCUE BUILDING

50 N POMPANO BEACH BLVD, POMPANO BEACH, FL 33062

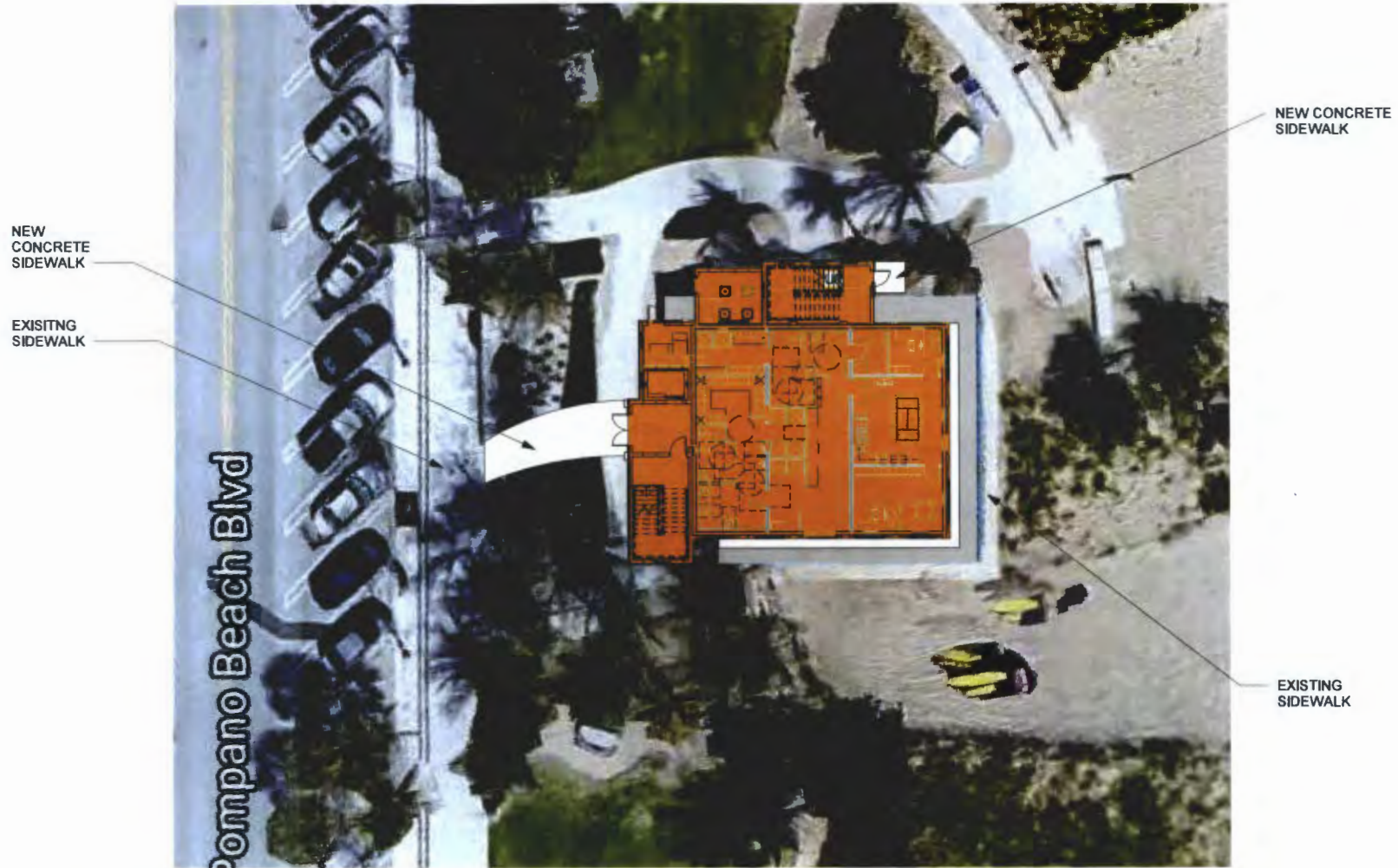
PROPOSED PLAN

PROJECT # A18-056
DATE: 12-07-18
DRAWN: JA / PG
MANAGED: MW

.A-0.01

Scale 1/8" = 1'-0"

Exhibit "D", Supplier's Response Documents



WEST ARCHITECTURE + DESIGN, LLC

MATTHEW F. WEST
AR 93859

820 N. 4TH STREET,
LANTANA, FLORIDA, 33482

T 561-588-2027 F 561-582-9419
WWW.WEST-ARCH.COM

CITY OF POMPANO BEACH RFP # T-03-19

POMPANO BEACH OCEAN RESCUE - ADD ALTERNATE

50 N POMPANO BEACH BLVD, POMPANO BEACH, FL 33062

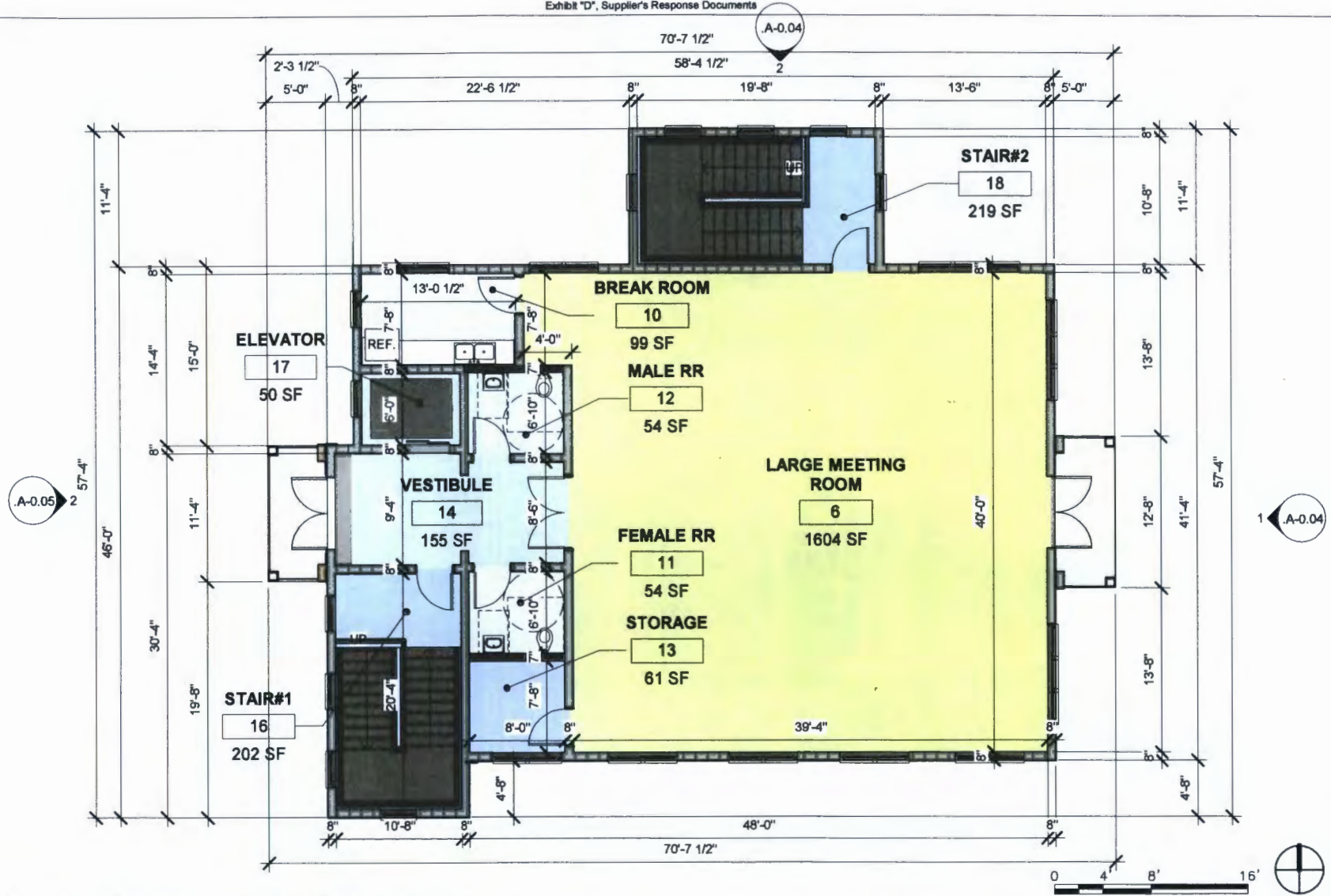
CONCEPTUAL SITE PLAN

| | |
|-----------|----------|
| PROJECT # | A18-056 |
| DATE: | 12-07-18 |
| DRAWN: | DA |
| MANAGED: | PG |

.A-0.00

Scale 1" = 20'-0"

Exhibit "D", Supplier's Response Documents



WEST ARCHITECTURE + DESIGN, LLC

MATTHEW F. WEST
AR 93859

820 N. 4TH STREET,
LANTANA, FLORIDA, 33462

T 561-588-2027 F 561-582-9419
WWW.WEST-ARCH.COM

CITY OF POMPANO BEACH RFP # T-03-19

POMPANO BEACH OCEAN RESCUE - ADD ALTERNATE

50 N POMPANO BEACH BLVD, POMPANO BEACH, FL 33062

CONCEPTUAL 2ND LEVEL PLAN

PROJECT # A18-056

DATE: 12-07-18

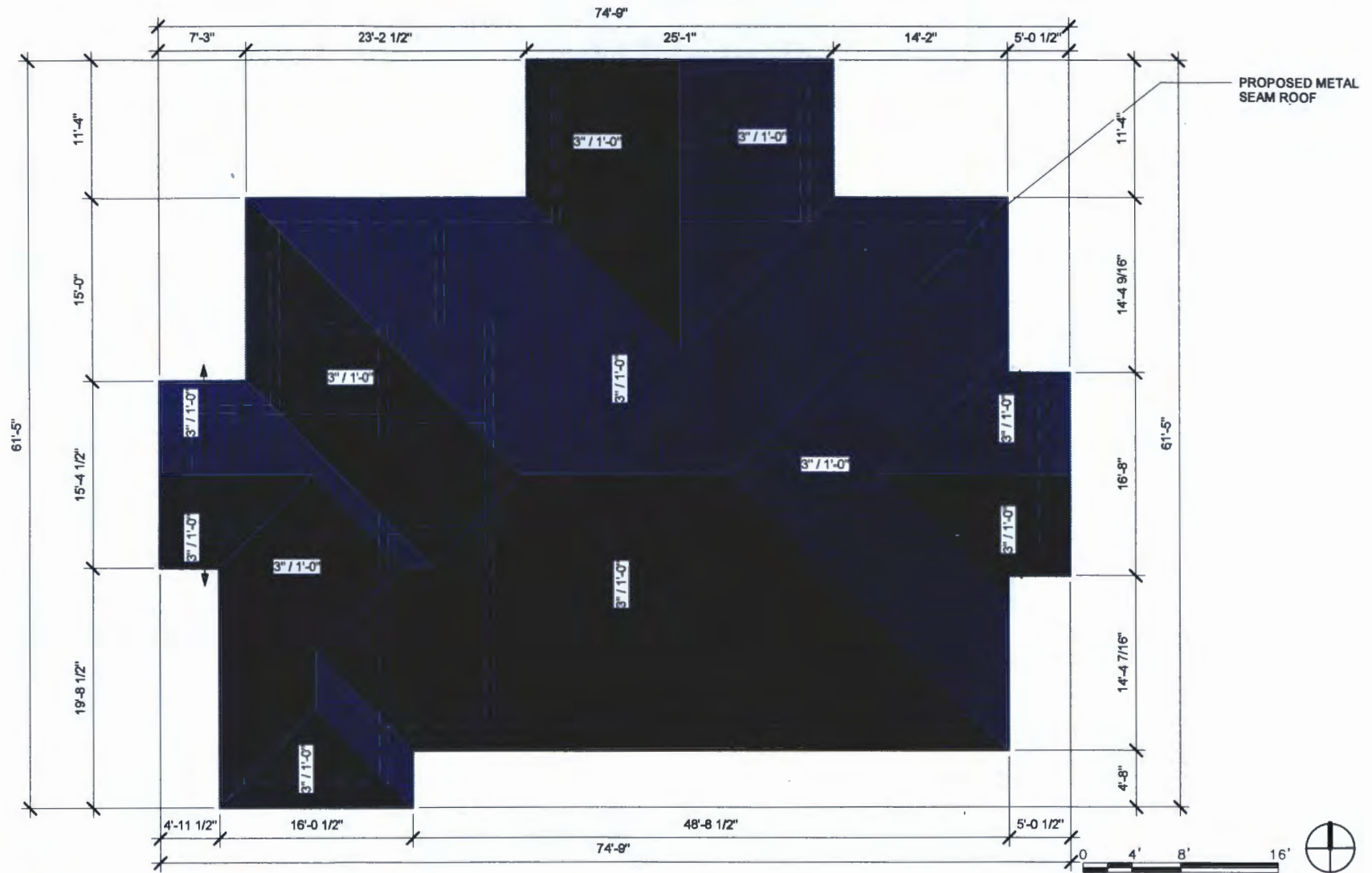
DRAWN: DA

MANAGED: PG

.A-0.02

Scale 1/8" = 1'-0"

Exhibit "D", Supplier's Response Documents



WEST ARCHITECTURE + DESIGN, LLC

MATTHEW F. WEST
AR 93859

820 N. 4TH STREET,
LANTANA, FLORIDA, 33482

T 561-588-2027 F 561-582-9419
WWW.WEST-ARCH.COM

CITY OF POMPANO BEACH RFP # T-03-19

POMPANO BEACH OCEAN RESCUE - ADD ALTERNATE

50 N POMPANO BEACH BLVD, POMPANO BEACH, FL 33062

CONCEPTUAL ROOF PLAN

PROJECT # A18-056
DATE: 12-07-18
DRAWN: DA
MANAGED: PG

.A-0.03

Scale 1/8" = 1'-0"

Exhibit "D", Supplier's Response Documents



1 EAST ELEVATION
A-0.04 1/8" = 1'-0"



2 NORTH ELEVATION
A-0.04 1/8" = 1'-0"



WEST ARCHITECTURE + DESIGN, LLC

MATTHEW F. WEST
AR 93859

820 N. 4TH STREET,
LANTANA, FLORIDA, 33462

T 561-588-2027 F 561-582-9419
WWW.WEST-ARCH.COM

CITY OF POMPANO BEACH RFP # T-03-19

POMPANO BEACH OCEAN RESCUE - ADD ALTERNATE

50 N POMPANO BEACH BLVD, POMPANO BEACH, FL 33062

CONCEPTUAL EXTERIOR ELEVATIONS

PROJECT # A18-056
DATE: 12-07-18
DRAWN: Author
MANAGED: Checker

.A-0.04

Scale 1/8" = 1'-0"

Exhibit "D", Supplier's Response Documents



WEST ARCHITECTURE + DESIGN, LLC

MATTHEW F. WEST
AR 93859

820 N. 4TH STREET,
LANTANA, FLORIDA, 33462

T 561-588-2027 F 561-582-9419
WWW.WEST-ARCH.COM

CITY OF POMPANO BEACH RFP # T-03-19

POMPANO BEACH OCEAN RESCUE - ADD ALTERNATE

50 N POMPANO BEACH BLVD, POMPANO BEACH, FL 33062

CONCEPTUAL EXTERIOR ELEVATIONS

| | |
|-----------|----------|
| PROJECT # | A18-056 |
| DATE: | 12-07-18 |
| DRAWN: | DA |
| MANAGED: | PG |

.A-0.05

Scale 1/8" = 1'-0"

Exhibit "D", Supplier's Response Documents



1 **SOUTHWEST**
A-0.06



WEST ARCHITECTURE + DESIGN, LLC

MATTHEW F. WEST
AR 93859

820 N. 4TH STREET,
LANTANA, FLORIDA, 33462

T 561-588-2027 F 561-582-9419
WWW.WEST-ARCH.COM

CITY OF POMPANO BEACH RFP # T-03-18

POMPANO BEACH OCEAN RESCUE - ADD ALTERNATE

50 N POMPANO BEACH BLVD, POMPANO BEACH, FL 33062

CONCEPTUAL RENDERING

| | |
|-----------|----------|
| PROJECT # | A18-056 |
| DATE: | 12-07-18 |
| DRAWN: | Author |
| MANAGED: | Checker |

.A-0.06

Scale

Exhibit "D", Supplier's Response Documents



3 SOUTHEAST
A-0.07

WEST ARCHITECTURE + DESIGN, LLC AA00001803

MATTHEW F. WEST
AR 93859

820 N. 4TH STREET,
LANTANA, FLORIDA, 33482

T 561-588-2027 F 561-582-9419
WWW.WEST-ARCH.COM

CITY OF POMPANO BEACH RFP # T-03-19

POMPANO BEACH OCEAN RESCUE - ADD ALTERNATE

50 N POMPANO BEACH BLVD, POMPANO BEACH, FL 33062

CONCEPTUAL RENDERING

| | |
|-----------|----------|
| PROJECT # | A18-056 |
| DATE: | 12-07-18 |
| DRAWN: | DA |
| MANAGED: | PG |

.A-0.07

Scale



Exhibit "D", Supplier's Response Documents



1 NORTHWEST
A-0.08



WEST ARCHITECTURE + DESIGN, LLC

MATTHEW F. WEST
AR 93859

820 N. 4TH STREET,
LANTANA, FLORIDA, 33462

T 561-588-2027 F 561-582-9419
WWW.WEST-ARCH.COM

CITY OF POMPANO BEACH RFP # T-03-19

POMPANO BEACH OCEAN RESCUE - ADD ALTERNATE

50 N POMPANO BEACH BLVD, POMPANO BEACH, FL 33062

CONCEPTUAL RENDERING

| | |
|-----------|----------|
| PROJECT # | A18-056 |
| DATE: | 12-07-18 |
| DRAWN: | DA |
| MANAGED: | PG |

.A-0.08

Scale

Exhibit "D", Supplier's Response Documents



1 **NORTHEAST**
A-0.09



WEST ARCHITECTURE + DESIGN, LLC

MATTHEW F. WEST
AR 93859

820 N. 4TH STREET,
LANTANA, FLORIDA, 33482

T 561-588-2027 F 581-582-9419
WWW.WEST-ARCH.COM

CITY OF POMPANO BEACH RFP # T-03-19

POMPANO BEACH OCEAN RESCUE - ADD ALTERNATE

50 N POMPANO BEACH BLVD, POMPANO BEACH, FL 33062

CONCEPTUAL RENDERING

| | |
|-----------|----------|
| PROJECT # | A18-056 |
| DATE: | 12-07-18 |
| DRAWN: | DA |
| MANAGED: | PG |

.A-0.09

Scale

Exhibit "D", Supplier's Response Documents



WEST ARCHITECTURE + DESIGN, LLC

MATTHEW F. WEST
AR 93859

820 N. 4TH STREET,
LANTANA, FLORIDA, 33462

T 561-588-2027 F 561-582-9419
WWW.WEST-ARCH.COM

AA20091903

CITY OF POMPANO BEACH RFP # T-03-19
POMPANO BEACH OCEAN RESCUE - ADD ALTERNATE

50 N POMPANO BEACH BLVD, POMPANO BEACH, FL 33062

CONTEXTUAL SITE RENDERING

| | |
|-----------|----------|
| PROJECT # | A18-056 |
| DATE: | 12-07-18 |
| DRAWN: | Author |
| MANAGED: | Checker |

.A-0.10

Scale

Exhibit "D", Supplier's Response Documents



WEST ARCHITECTURE + DESIGN, LLC AA2801903

MATTHEW F. WEST
AR 93859

820 N. 4TH STREET,
LANTANA, FLORIDA, 33462

T 561-588-2027 F 561-582-9419
WWW.WEST-ARCH.COM

CITY OF POMPANO BEACH RFP # T-03-19

POMPANO BEACH OCEAN RESCUE - ADD ALTERNATE

50 N POMPANO BEACH BLVD, POMPANO BEACH, FL 33062

CONTEXTUAL SITE RENDERING

PROJECT # A18-056

DATE: 12-07-18

DRAWN: Author

MANAGED: Checker

.A-0.11

Scale





TAB 5 - PROPOSED SCHEDULE

Attached is a **Proposed Schedule (Chart)** of the project.

SCHEDULING APPROACH:

West Construction's focus on accurate scheduling enables our projects to run efficiently. We have a detailed and experienced scheduling staff, with the ability to successfully plan the work of all parties involved and coordinate the many activities that simultaneously take place. During the setting of the final schedule the superintendent and key sub-contractors are consulted to insure that lead time for specified equipment is adequate and that the interaction of trades is adequately coordinated.

Our Project Manager will obtain the necessary project tracking tools using project management software to identify critical project costs and monitor project schedules. As part of the scheduling review process the Project Manager will perform Earned Value Analyses to proactively identify, report, and mitigate budget variances and schedule impacts.

The successful management of our sub-contractors has proven crucial to on-time delivery of projects. At the beginning of a project, **West** meets with all sub-consultants and reviews the schedule, insuring that all parties have an understanding of individual responsibilities and the time allotted for each task. While development and supervision of the schedule is the responsibility of **West** Construction, each sub-contractor plays a vital role in keeping a project on schedule. Our on-site superintendent is experienced at identifying circumstances with consultants that may affect the schedule before they become issues.

West's depth of project experience has fine-tuned our ability to quickly generate conceptual work plans, preconstruction submittals, provide fast track scheduling, cost control, security, quality assurance and a safe work site. Coupled with a unique set of skills that include Construction Management, in-house Architecture, Design-Build Management, Quality Control, and Value Engineering, our approach is based on our superior organization, proven construction management processes, procedures and systems. Our team has the core competencies in quality site and building construction services to complete projects according to an owner's required timeline.

CONSTRUCTION SCHEDULE:

The construction schedule shall be in the form of a tabulation, chart or graph (Primavera P6 or MS Project latest edition) and shall be in sufficient detail to show the critical path and the chronological relationship of all activities contained in the project. These include, but are not limited to: estimated starting and completion dates of various activities, submittals required to the Engineer/Project Manager for approval, procurement of material and scheduling of equipment.

The construction schedule shall reflect the completion of all Work to be performed within the specified time and in accordance with the Contract Documents. The construction schedule shall be thoroughly reviewed and updated on a monthly basis. The revised schedule shall be submitted to the City at least every 30 days during the term of this Agreement and shall reflect a current schedule of activities, percent complete and remaining durations for all tasks.

Exhibit "D", Supplier's Response Documents

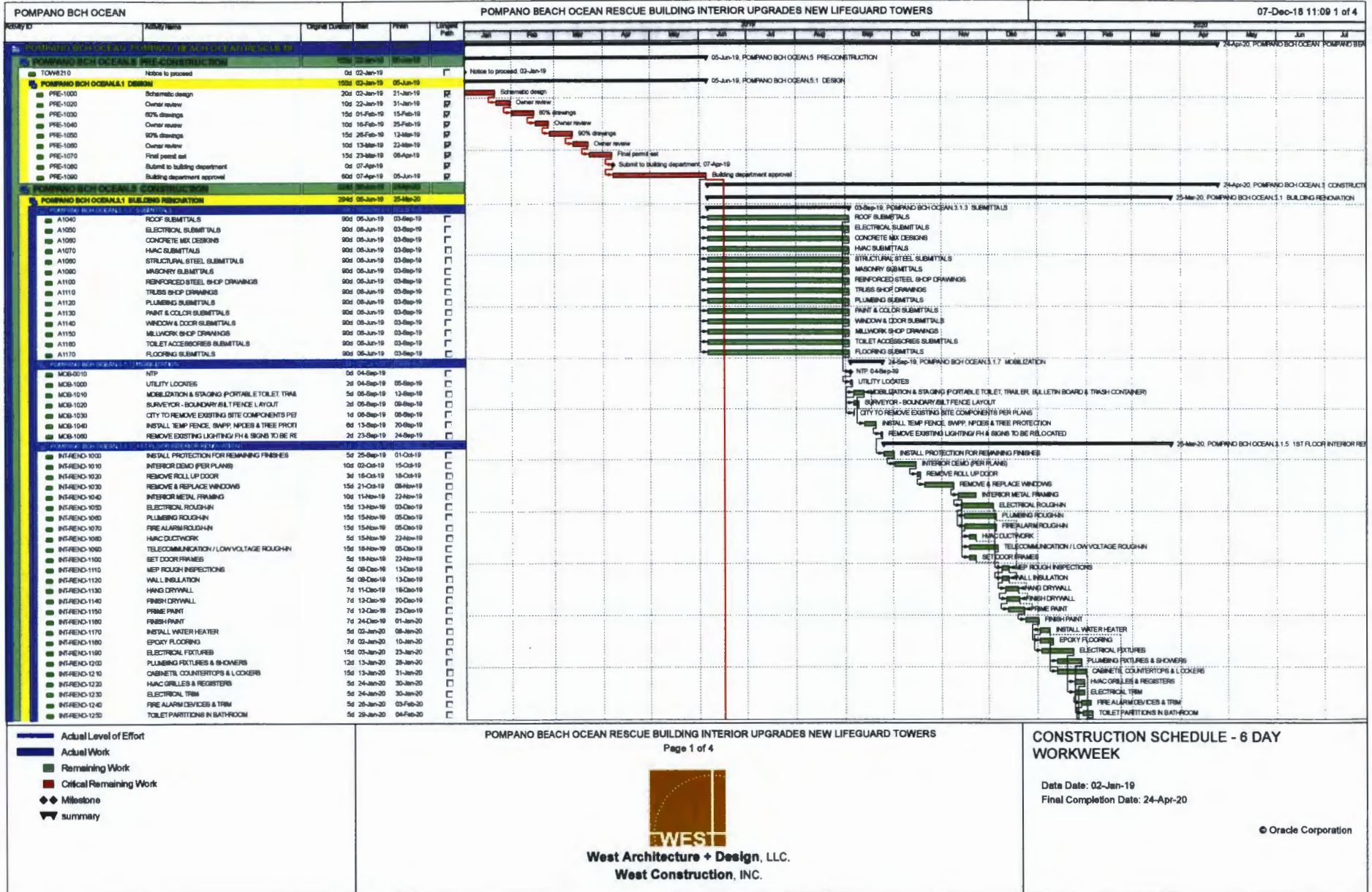


Exhibit "D", Supplier's Response Documents

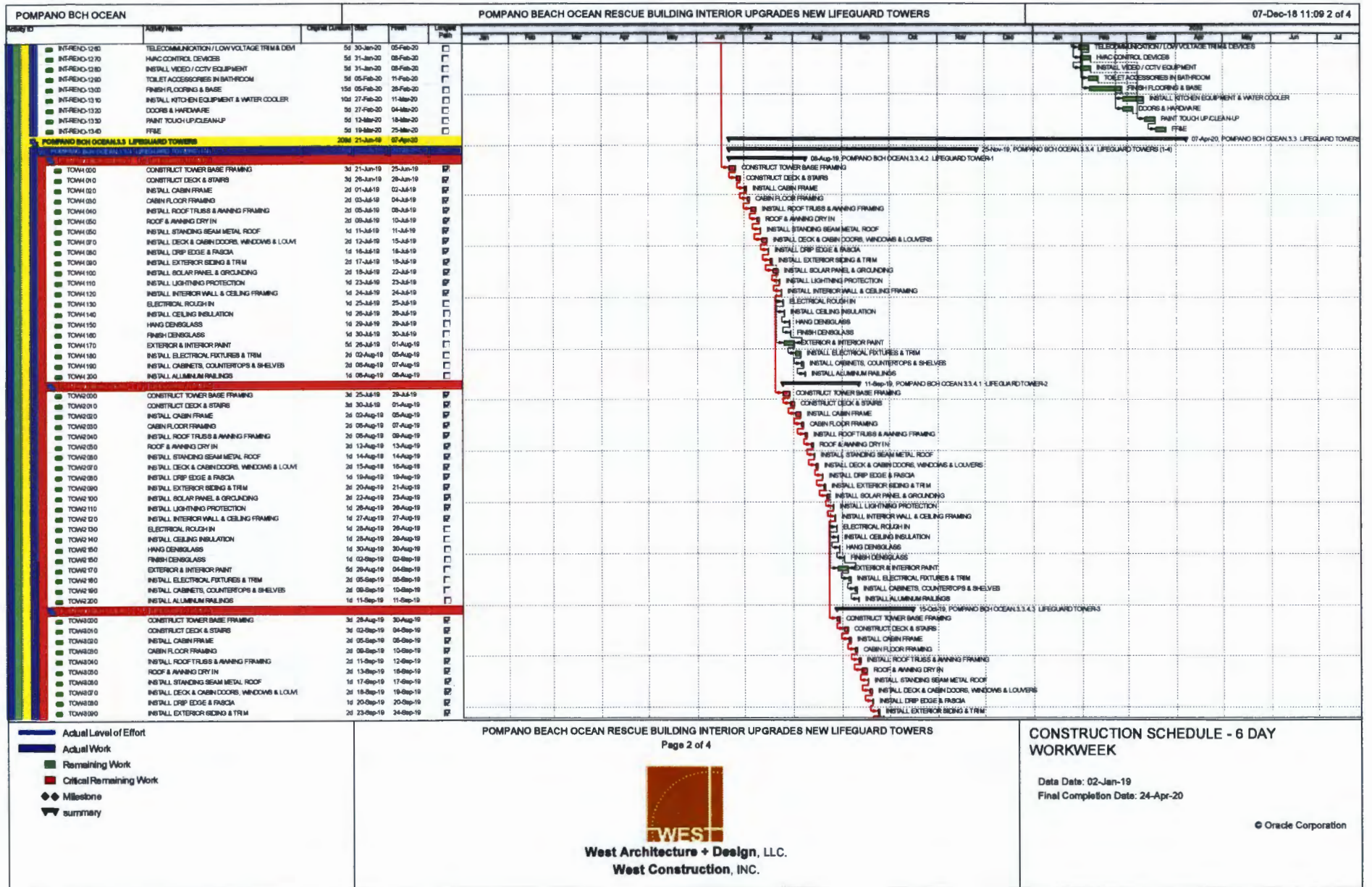


Exhibit "D", Supplier's Response Documents

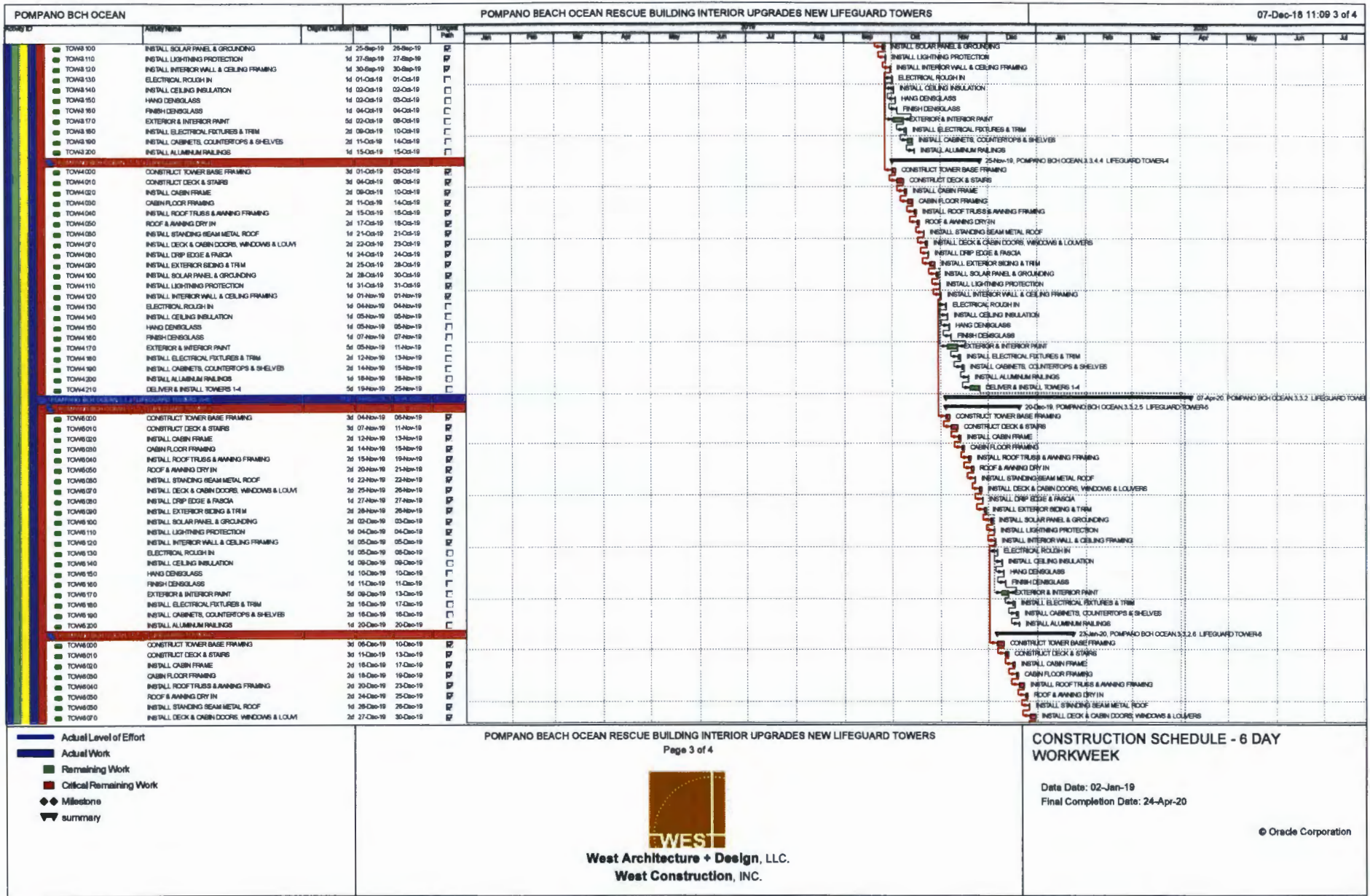
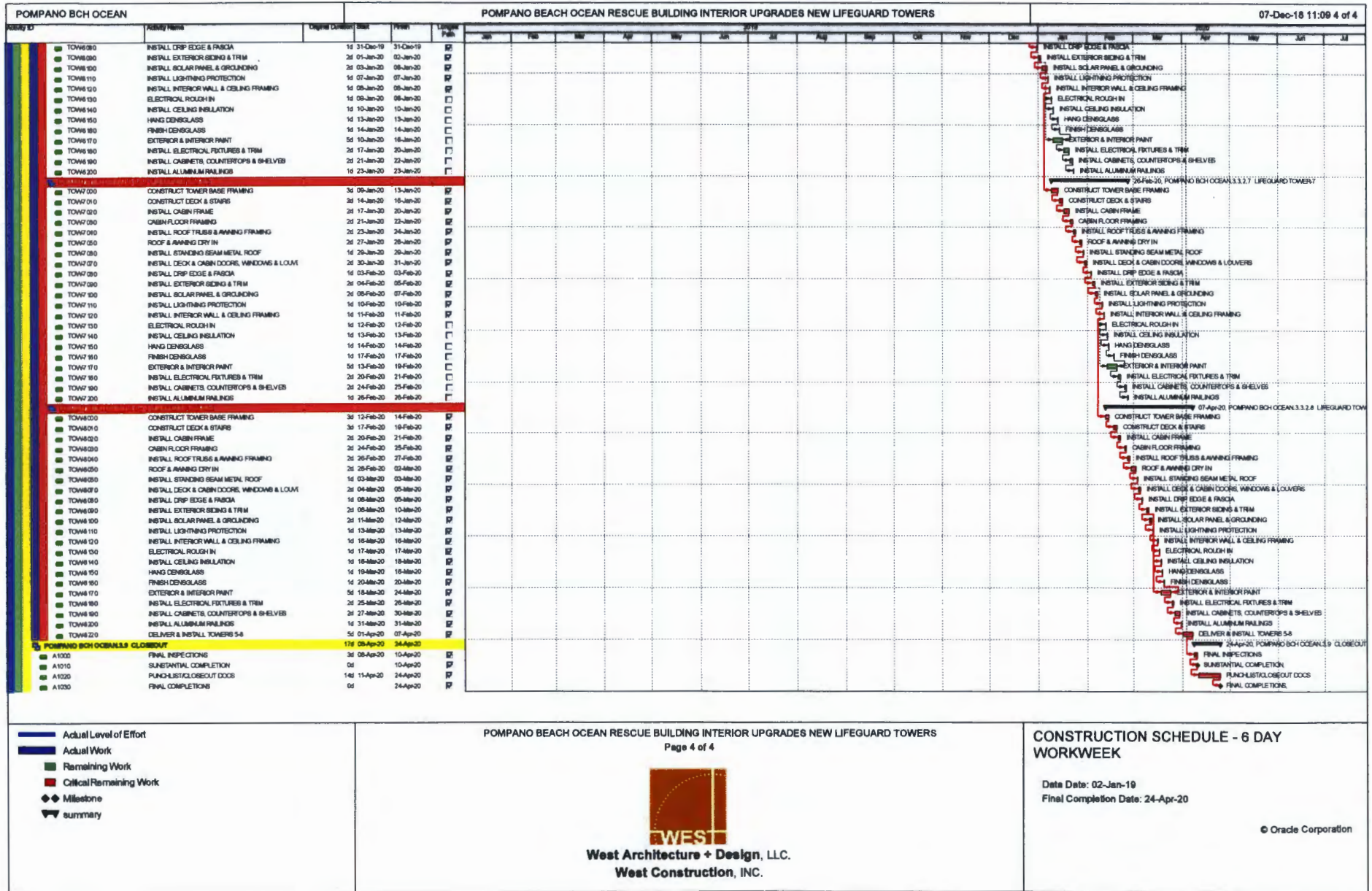


Exhibit "D", Supplier's Response Documents





TAB 5 - PROPOSED ADD ALTERNATE SCHEDULE

Attached is a **Proposed Schedule (Chart)** of the project.

Exhibit "D", Supplier's Response Documents

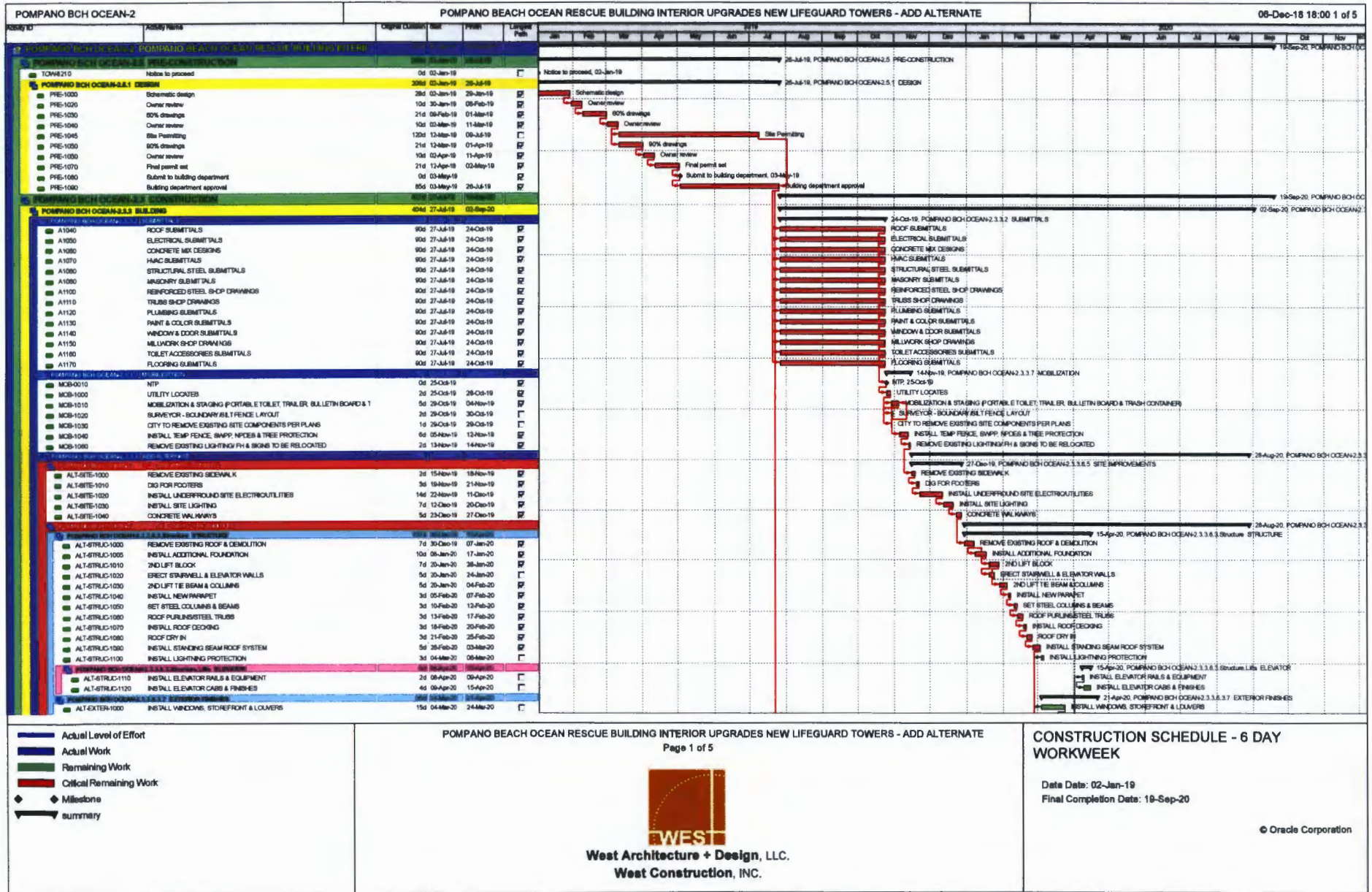
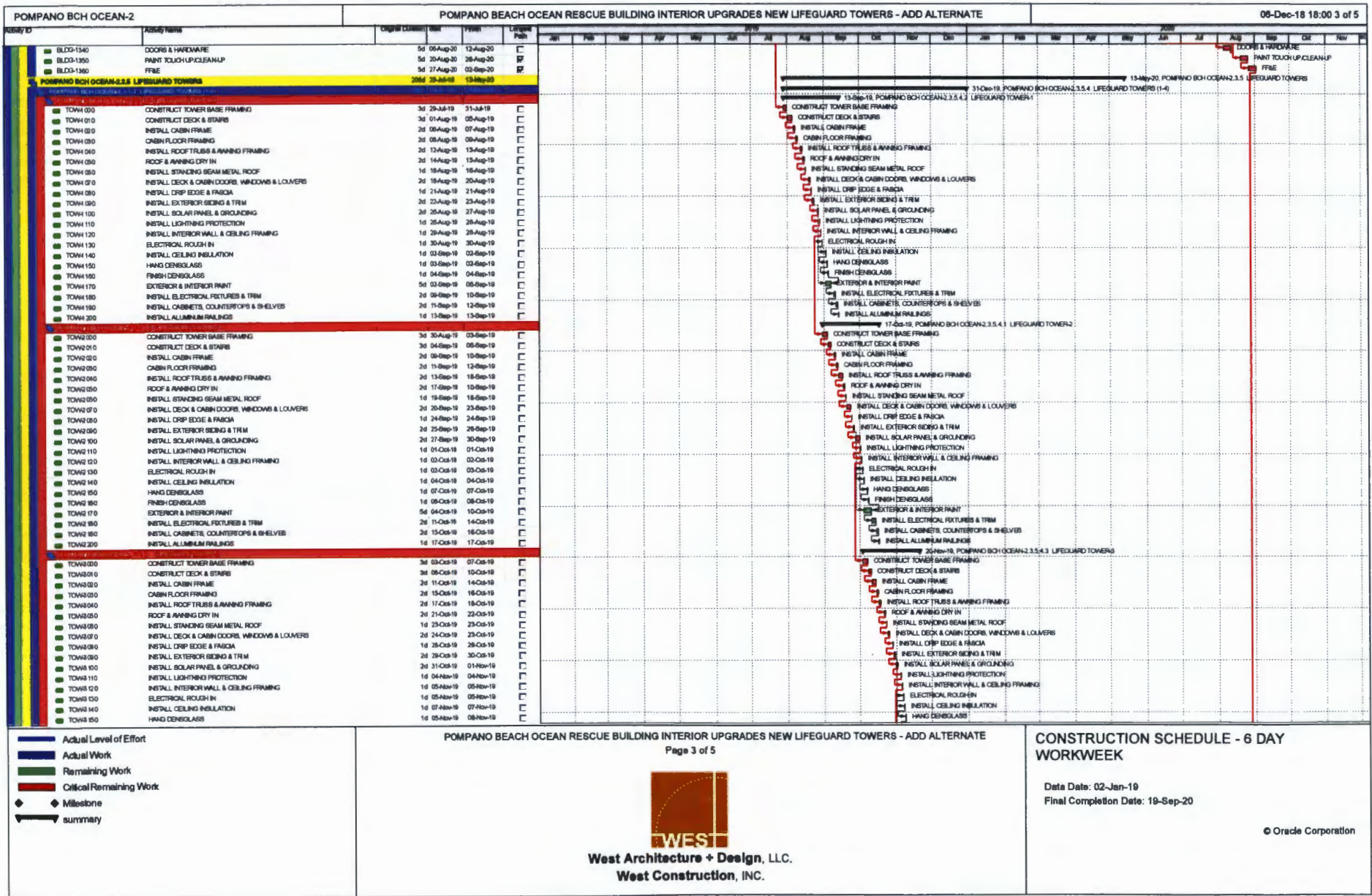


Exhibit "D", Supplier's Response Documents



References

6



Waterway Park

Client:

Palm Beach County
John McCarthy
2633 Vista Parkway
WPB, FL, 33411
561-966-6626
jmccarty@pbc.gov

Description of all services provided: This project is a 30 acre park that includes 3 boat ramps, parking area, restroom building, a fishing pier with overlook, sheet piles with pile caps. It also included constructing an FDOT turning lane and mitigation. Wetland mitigation, habitat restoration, earthwork, berm cuts, brush management, seeding, and mulching

Performance period: 2017
Total amount of contract: \$5.1 million

Samson Oceanfront Park

Client:

Michelle Leon, Architect
RJ Behar & Company
6861 SW 196 Avenue, Suite 302
Pembroke Pines, FL, 33332
954-680-7771
mleon@rjbehar.com

Description of all services provided: This project included the reconstruction and upgrading of an existing park. This included: installation of new landscaping, hardscape, playground equipment, as well as a roofed performance stage, construction of a lift station, and utility upgrades. Utility upgrades included sanitary sewer improvements and upgrades to bathroom facilities. These improvements of the sewer extended into the adjacent Collins Avenue's right of way.

Performance period: 2018
Total amount of contract: \$2.8 million



Muss Park

Client:

David A. Gomez, LEED-AP
Senior Capital Project Coordinator
CAPITAL IMPROVEMENT PROJECTS OFFICE
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7071 Ext. 6732 Fax: 305-673-7073
DavidGomez@miamibeachfl.gov

Description of all services provided:

The existing pavilion and playgrounds were demolished for the construction of a new LEED Gold Certified, 4000sf pavilion and elevated soil pads for future playgrounds, at a finish floor elevation of Base Flood Elevation +2' NAVD. The new pavilion includes two (2) ADA accessible restrooms, reception/office, serving kitchen, storage room and mechanical room. The design integrates an automated door system that allows the pavilion to function as an open pavilion and as a fully enclosed space during inclement weather. The adjacent landscape will be restored, the existing canopy trees will be preserved, and a few palms will be relocated within the site.

Performance period: 2018
Total amount of contract: \$2.4 Million

Lantana Police Station

Client:

Frank Patterson
Assistant Director of Public Works
Town of Lantana
500 Greynolds Circle
Lantana, Florida 33462
PH: (561) 540-5766
fpatterson@lantana.org

Description of all services provided: Improvements include removal and replacement of select wall, floor and ceiling finishes, CMU infill of exterior wall openings at former window locations per plan, patching and repair, painting; plumbing modifications and replacement of plumbing fixtures; replacement of doors and door locks and re-keying of locks; exterior soffit repairs; review and repair of electrical wiring (as needed), addition of receptacles, switches, communications outlets, and light fixtures as per plans and specifications. This renovation was done to meet the 2014 Building Code and ADA Standards

Performance period: 2018
Total amount of contract: \$881,000

Quality

Service

Integrity



CONSTRUCTION, INC.

November 14, 2018

Reference List

**1- Isaac Kovner City of Delray Beach
561-322-5052
kovner@mydelraybeach.com**

construction of 8 towers

**2- Olga Sanchez City of Miami Beach
786-367-7263
olgasanchez@miamibeachfl.gov**

Construction of 38 towers

**3- Mike Greenstein Town of Lantana
561-540-5789
mgreenstein@lantana.org**

construction of 1 tower and stairs

***Michael Goodwin*
Project Director
Mobile: 954-658-0515**

**PHONE: 954-957-9762 - FAX: 954-957-9766 ... TOLL FREE: 866-957-9762
2301 N.W. 33rd Court, Suite 113 - Pompano Beach, FL. 33069**



**LOCAL BUSINESS EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM**

Solicitation Number & Title: T-03-19 Ocean Rescue Building Interior Upgrades and Construction of Lifeguard Towers

Prime Contractor's Name: West Construction Inc.

| <u>Name of Firm, Address</u> | <u>Contact Person, Telephone Number</u> | <u>Type of Work to be Performed/Material to be Purchased</u> | <u>Contract Amount</u> |
|------------------------------|---|--|----------------------------|
| Hartzell Construction Inc. | Mike Goodwin 954-957-9766 | Construction of Lifeguard Stations | \$793,000 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Bid Number T-03-19

TO: West Construction
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to sell commodities or perform subcontracting work in connection with the above contract as (check below)

an individual

a corporation

a partnership

a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

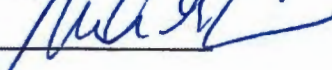
Construction of 8 Lifeguard towers on Pompano Beach

Price does not include bond, or demolition of existing stands.

at the following price: \$793,000.00

12/5/2018
(Date)

Hartzell construction
(Name of Local Business Contractor)
2301 NW 33rd Court, STE 112
(address)
Pompano Beach Fl 33069
(address City, State Zip Code)

BY: Mike Goodwin 
(Name)

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS
UNAVAILABILITY FORM

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

| Business Name, Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|------------------------|-------------------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D" – Page 2

TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL VENDOR

My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach.

And/Or

My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value.

Or

My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

My firm does not qualify as a Tier 2 Vendor.

I certify that the above information is true to the best of my knowledge.

12/07/2018

(Date)

West Construction Inc.

(Name of Firm)

BY:

Martha A. Morgan

(Name)

Martha A. Morgan, President

| | |
|------------|---|
| Litigation | 8 |
|------------|---|

5 YEAR LITIGATIONS

| Case No. | Caption | Status | Description |
|------------------------|---|-----------|---|
| 12-008336 (Broward) | West Construction, Inc. v. City of Fort Lauderdale | Closed | Contract and Indebtedness action. Joint Stipulation for Dismissal filed 5/2013. |
| 502014CA003087 | West Construction, Inc. v. Boynton Beach Community Redevelopment Agency | Closed | Bid Protest. Joint Stipulation for Dismissal filed 6/2014. |
| 12-013256 (Broward) | West Construction, Inc. v. School Board of Broward County | Closed | Contract and Indebtedness action. Joint Stipulation for Dismissal filed 8/2013. |
| 2013-CA-015393 | WR Grace v. West Construction, Inc. | Closed | Contract and Indebtedness action. Joint Stipulation for Dismissal filed 2/2014. |
| 502013CA008269 | Everlast Drywall Construction v. West Construction, Inc. | Closed | Contract and Indebtedness action. Joint Stipulation for Dismissal filed 8/2013. |
| 13-CA-00239 (Lee) | CW Roberts v. West Construction, Inc. | Closed | Contract and Indebtedness action. Joint Stipulation for Dismissal filed 1/2014. |
| 502013CC011766 | Thyssenkrupp Elevator Corp. v. West Construction, Inc. | Closed | Contract and Indebtedness action. Joint Stipulation for Dismissal filed 12/2013. |
| 502013CA015893 | East Coast Underground v. West Construction, Inc. | Closed | Contract and Indebtedness action. Joint Stipulation for Dismissal filed 8/2014. |
| 13-CA-003047 (Lee) | B&I Contractors v. West Construction, Inc. | Closed | Contract and Indebtedness action. Joint Stipulation for Dismissal filed 1/2014. |
| 13-CA-003230 (Lee) | Wayne Wiles Floorcoverings v. West Construction, Inc. | Closed | Contract and Indebtedness action. Joint Stipulation for Dismissal filed 1/2014. |
| 502013CA011539 | QGS Development, Inc. v. West Construction, Inc. | Closed | Contract and Indebtedness action. Joint Settlement 4/2014. |
| 502013CA015011 | West Construction, Inc. v. Village of Royal Palm Beach | Closed | Contract and Indebtedness action. Joint Stipulation for Dismissal filed 6/2014. |
| 502013CA012224 | Stryker Electrical Contracting v. West Construction, Inc. | Closed | Contract and Indebtedness action. Agreed stay of litigation pending settlement discussions. |
| 502013CA015017 | R&A Contractors v. West Construction, Inc. | Closed | Contract and Indebtedness action. Joint Stipulation for Dismissal filed 9/2014. |
| CACE-11030885 | World Electric Supply v. West Construction, et al., | Dismissed | Filed on 12/13/2011 and dismissed on 11/21/2012 alleging breach of contract |



LITIGATIONS (Updated 04.03.2018)

| Case No. | Caption | Status | Description |
|------------------------|---|-----------|---|
| CACE15001941 | Reliable Pools v. West Construction, et al., | Pending | Filed on 2/06/2015 and is PENDING |
| CACE-15-4024 | Reliable Pools v. West Construction, et al., | Dismissed | Filed on 03/05/2015 and dismissed on 04/26/2016 alleging breach of contract |
| 2016-004891 CA 01 (23) | E Tech Electric v. West Construction | Closed | Filed on 2/29/2016 and dismissed on 07/28/2016 alleging breach of contract |
| 1413060 SP23 | Dixie Landscape v. West Construction, et al | Closed | Filed on 8/25/201 and dismissed on 10/21/2014 alleging breach of contract |
| 14-8370 CA 42 | Jorda Enterprises v. West Construction, et al | Closed | Filed on 03/31/2014 and dismissed on 03/24/2015 alleging breach of contract |
| 2013-007993-CC-05 | Community Asphalt Corp v. West Construction, et al., | Closed | Filed on 4/30/2013 and dismissed on 05/05/2016 alleging breach of contract. |
| . 16-82026-CV | Adriano J. Swift v. West Construction, Inc | Closed | |
| 502017CA013269 XXXXMB | Lar Construction, Inc. v. West Construction, Inc. | Closed | |
| 2017CA-004051-0000-00 | Construction Contractor Services, Inc. v. West Construction, Inc. | Pending | |
| 8:17-cv-03030-JDW-AAS | The United States of America, for the use and benefit of Construction Contractor Services, Inc. v. West Construction, Inc., Maxon Groupe, LLC, et al. | Pending | |
| 502018CA002216 XXXXMB | Titan Florida, LLC v. West Construction, Inc. | Pending | |





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

PROPOSER INFORMATION PAGE

RFP _____, T-03-19 _____
(number) (RFP name)
Ocean Rescue Building Interior Upgrades and
Construction of Lifeguard Towers

To: The City of Pompano Beach, Florida

The below named company 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 RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Martha A. Morgan Title President

Company (Legal Registered) West Construction Inc.

Federal Tax Identification Number 59-1809068

Address 820 N. 4th Street

City/State/Zip Lantana, FL, 33462

Telephone No. 561-588-2027 Fax No. 561-582-9419

Email Address mamorgan@westconstructioninc.net

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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: West Construction Inc.

Vendor FEIN: 59-1809068

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, 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 with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or 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



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

November 8, 2018

ADDENDUM #1, RFP T-03-18

OCEAN RESCUE BUILDING INTERIOR UPGRADES AND CONSTRUCTION OF LIFEGUARD TOWERS

To Whom It May Concern,

The following changes have been made:

In the title, "Towers" has replaced the word "Stations"

The combined project has a budget of \$2 million plus \$1.3 million for the second floor expansion.

The revised solicitation document with the above verbiage has been added to the attachments tab.

Addendum #1 is posted on the City's eBid website:

<https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions is **5:00 p.m. (local) November 30, 2018**. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), December 7, 2018**.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Tammy R. Thompkins
Purchasing Agent
cc: website

Acknowledged By:


Martha A. Morgan, President



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

November 26, 2018

ADDENDUM #2, BID T-03-18

Ocean Rescue Building Interior Upgrades and Lifeguard Towers

To Whom It May Concern,

The following attachments have been added to the attachments tab of the eBid system.

PLANS

Please review the following question and the City's answer.

Addendum #2 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 receipt of written questions is **5:00 p.m. (local) November 30, 2018**. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), December 7, 2018**.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Tammy R. Thompkins
Purchasing Agent

Acknowledged By:


Martha A. Morgan, President

cc: website



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

December 5, 2018

ADDENDUM #3, BID T-03-18

Ocean Rescue Building Interior Upgrades and Lifeguard Towers

To Whom It May Concern,

The following attachments have been added to the attachments tab of the eBid system.

**Specifications for RFP 2018-04-18
Qualification of bidders form**

Please review the following question and the City's answer.

Addendum #3 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 written questions has passed.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), December 7, 2018.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Tammy R. Thompkins
Purchasing Agent

Acknowledged By: 
Martha A. Morgan

cc: website

Additional Information

10

Bidder Company Name West Construction Inc.

10. Qualifications Of Bidders

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as detailed under Bidder's Responsiveness and Responsibility section of the IFB (or in SUPPLEMENTARY CONDITIONS). Each Bid must contain evidence of Bidder's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

10.1 How many years has your organization been in business as a Contractor?
48 Years

10.2 State of Florida Contractor's license # CGC1516626
Contractor License Types General Contractor
Broward County Certificate of Competency #: 180-291799
Expiration Date: 09/30/2019

10.3 Have you ever failed to complete work awarded to you? If Yes, where and why?
No

10.4 Have you personally inspected the proposed work and have you a complete plan for its performance?
Yes

10.5 Will you sub-contract any part of this work? Yes No

If Yes, list all proposed subcontractors to be used on this project if the Bidder is awarded the Contract for this project. The successful Bidder shall submit a COMPLETE list of any work that he proposes to subcontract and the proposed subcontractors prior to execution of the contract.

| CLASSIFICATION OF WORK | NAME AND ADDRESS OF SUBCONTRACTOR |
|---|--|
| <u>Fabrication of Life Guard Towers</u> | <u>Hartzell Construction Inc. 2301 NW 33rd Court, Ste. 112, Pompano Beach, FL, 33069</u> |
| <u>TBD</u> | <u>TBD</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

(Submit any additional contractors to be used on a separate sheet.)

10.6 The following information shall be provided for this project:

Bidder Company Name West Construction Inc.

- (a) Estimated total construction manhours 12,620
- (b) Percent manhours to be performed by Contractor's permanent staff 30%
- (c) Percent manhours to be performed by direct hire employees 5%
- (d) Percent manhours to be performed by Subcontractors 65%

10.7 Equipment

10.8 What equipment do you own that is available for the proposed work?

Please see attached list.

10.9 What equipment will you rent for the proposed work?

N/A

10.10 What equipment will you purchase for the proposed work?

N/A

11 List all work of similar type, complexity, and comparable value as requested under the Bidder's Responsiveness and Responsibility, Responsibility Documentation, Paragraph 2 Prior Project Experience and References of the IFB. (Attach additional information on separate sheet)

Project #1

Project Name Waterway Park, Jupiter, FL

Project Owner's Name Palm Beach County

Owner's Address 2633 Vista Parkway, West Palm Beach, FL 33411

Phone Number 561-966-6626 Email address JMccarth@pbcgov.org

Contact information for the Project (if different from above)

| <u>Contact Person</u> | <u>Phone Number</u> | <u>Email Address</u> |
|-----------------------|---------------------|----------------------------|
| <u>John McCarthy</u> | <u>561-966-6626</u> | <u>JMccarth@pbcgov.org</u> |

Nature of Work Please see attached project description.

Original Contract Completion Time (Days) 395 Days

Bidder Company Name West Construction Inc.

Original Contract Completion Date 02/2017

Actual Final Contract Completion Date 03/2017

Original Contract Price \$5,168,000.00

Actual Final Contract Price \$5,294,762.72

Description and Value of Work Completed by Contractor 40%

Description and Value of Work Completed by Subcontractors 60%

Project #2

Project Name Samson Oceanfront Park, Sunny Isles Beach, FL

Project Owner's Name City of Sunny Isles Beach

Owner's Address 18070 Collins Avenue, Sunny Isles Beach, FL 33160

Phone Number 954-680-7771 Email address mleon@rjbehar.com

Contact information for the Project (if different from above)

Contact Person Phone Number Email Address

Michelle Leon 954-680-7771 mleon@rjbehar.com

Nature of Work Please see attached project description.

Original Contract Completion Time (Days) 210 Days

Original Contract Completion Date 08/2017

Actual Final Contract Completion Date 04/2017

Original Contract Price \$2,788,724.00

Actual Final Contract Price \$3,040,563.00

Description and Value of Work Completed by Contractor 50%

Description and Value of Work Completed by Subcontractors 50%

Bidder Company Name West Construction Inc.

Project #3

Project Name Muss Park and Pavilion

Project Owner's Name City of Miami Beach

Owner's Address 1700 Convention Drive Miami Beach, FL, 33139

Phone Number 305-673-7071 Ext 6732 Email address DavidGomez@miamibeachfl.gov

Contact information for the Project (if different from above)

Contact Person Phone Number Email Address

David Gomez 305-673-7071 Ext. 6732 DavidGomez@miamibeachfl.gov

Nature of Work See attached project sheet.

Original Contract Completion Time (Days) _____

Original Contract Completion Date 01/18/2018

Actual Final Contract Completion Date 01/18/2018

Original Contract Price \$2,462,863

Actual Final Contract Price \$2,462,863

Description and Value of Work Completed by Contractor 70%

Description and Value of Work Completed by Subcontractors 30%

Equipment List

Equipment at Book Value \$ 969,458.57

List each major item of equipment owned by the Applicant that is utilized in performing the requested classes of work with its book or salvage value, make, model, and description shown. The same equipment may be used to qualify no more than two affiliated applicants.

Note > The list below includes only the major items of equipment. There are other small non major items included in the 12/31/2017 total equipment book value amount listed above which agrees to the amount represented as equipment book value on the 12/31/2017 balance sheet .

| ITEM NO. | QUANTITY | DESCRIPTION AND CAPACITY OF ITEMS (Do not lump items except small hand tools and items of the same type and size) | YEAR MFGD | PURCHASE PRICE | DEPRECIATED VALUE |
|----------|----------|--|-----------|----------------|-------------------|
| 1 | 2 | 2 Melroe Bobcat | 1996 | \$ 26,759.00 | \$ 26,759.00 |
| 2 | 1 | SL 25 LIFT #501097 | 2001 | \$ 6,890.00 | \$ 6,890.00 |
| 3 | 1 | Kubota Tractor/Box Blade | 2002 | \$ 20,055.00 | \$ 20,055.00 |
| 4 | 1 | Trailer For Kubota | 2002 | \$ 3,000.00 | \$ 3,000.00 |
| 5 | 1 | BobCat 864 Track Loader | 2003 | \$ 28,514.00 | \$ 28,514.00 |
| 6 | 1 | S-250 Bobcat 04 SR 12115 | 2004 | \$ 31,358.39 | \$ 31,358.39 |
| 7 | 1 | Bobcat T1480 Track Loader | 2005 | \$ 29,674.98 | \$ 29,674.98 |
| 8 | 1 | Kubota Kuel Tractor | 2006 | \$ 19,935.43 | \$ 19,935.43 |
| 9 | 1 | Lovett Box Blade | 2006 | \$ 1,100.00 | \$ 1,100.00 |
| 10 | 1 | Cat Ser #SLH 00304 | 2006 | \$ 103,851.72 | \$ 103,851.72 |
| 11 | 1 | Holland Skid Steer Loader | 2007 | \$ 28,296.75 | \$ 28,296.75 |
| 12 | 1 | Holland Skid Steer Loader | 2007 | \$ 24,788.24 | \$ 24,788.24 |
| 13 | 1 | Komatsu Loader WA 250 | 2008 | \$ 66,805.00 | \$ 66,805.00 |
| 14 | 1 | Kubota R520S1 SER 11589 | 2008 | \$ 41,994.59 | \$ 41,994.59 |
| 15 | 1 | Lark Enclosed Trailer | 2008 | \$ 2,890.18 | \$ 2,890.18 |
| 16 | 1 | Tractor L5240 (Kubota) | 2009 | \$ 23,026.50 | \$ 23,026.50 |
| 17 | 1 | RTV 1140 CTX (Kubota) | 2009 | \$ 15,016.74 | \$ 15,016.74 |
| 18 | 1 | Vibratory Plat Compactor | 2009 | \$ 951.98 | \$ 951.98 |
| 19 | 1 | Takeuchi TL 140 R | 2010 | \$ 34,093.39 | \$ 34,093.39 |
| 20 | 1 | Concrete Breaker Bar - Used | 2010 | \$ 2,500.00 | \$ 2,500.00 |
| 21 | 1 | RTV900 Kubota Utility Tractor (PR) | 2010 | \$ 16,799.00 | \$ 16,799.00 |
| 22 | 1 | Kubota KX41-3VR1 | 2010 | \$ 19,858.34 | \$ 19,858.34 |
| 23 | 1 | New Holland Skid Steer 665S W 3 Attachments | 2010 | \$ 7,469.38 | \$ 7,469.38 |
| 24 | 1 | Water Tank Trailer 500 Gal | 2007 | \$ 5,088.00 | \$ 5,088.00 |
| 25 | 1 | Hydraulic Concrete Saw | 2009 | \$ 3,671.84 | \$ 3,671.84 |
| 26 | 1 | NIKON LASER LEVEL | 2011 | \$ 2,330.00 | \$ 2,330.00 |
| 27 | 1 | GENERATOR 35 KVA CUMMINS | 2011 | \$ 10,500.00 | \$ 10,500.00 |
| 28 | 1 | EQUIP TRAILER - 7' X 20' | 2011 | \$ 3,749.28 | \$ 3,749.28 |
| 29 | 1 | BOBCAT T190 LOADER | 2011 | \$ 13,780.00 | \$ 13,780.00 |
| 30 | 1 | KENT CONCRETE BREAKER | 2011 | \$ 3,853.10 | \$ 3,853.10 |
| 31 | 1 | BOBCAT MOUNT AUGER | 2010 | \$ 1,515.80 | \$ 1,515.80 |
| 32 | 1 | BOBCAT STAND SKID STEER AUGER | 2007 | \$ 1,515.80 | \$ 1,515.80 |
| 33 | 1 | JLG 600S 03 60' BOOMLIFT | 2014 | \$ 31,758.00 | \$ 31,758.00 |
| 34 | 1 | Ditchwith Trencher RT 40 | 2015 | \$ 13,992.00 | \$ 13,992.00 |
| 35 | 1 | Tiller Rotor Attachment | 2012 | \$ 1,703.99 | \$ 1,703.99 |
| 36 | 1 | 2005 JLG 21ft Scissor Lift | 2005 | \$ 4,128.70 | \$ 4,128.70 |
| 37 | 1 | Bobcat S175 | 2014 | \$ 28,109.70 | \$ 19,208.30 |
| 38 | 1 | 2014 Equipment Trailer 7x20 | 2014 | \$ 3,860.56 | \$ 1,801.59 |
| 39 | 1 | Kubota R520S1T3 Ser 21379 | 2014 | \$ 54,048.65 | \$ 34,230.81 |
| 40 | 1 | Kubota Wheel Loader w/Canopy-SN 21684 | 2015 | \$ 55,633.65 | \$ 31,525.73 |
| 41 | 1 | Case 1085C Rubber Tired Hydraulic Excavator | 2015 | \$ 11,660.00 | \$ 4,858.33 |
| 42 | 1 | 2001 John Deere Wheel Loader | 2001 | \$ 54,219.00 | \$ 22,591.25 |
| 43 | 1 | 2008 Mertz Stand-up Trencher | 2008 | \$ 3,031.60 | \$ 1,263.17 |
| 44 | 1 | 2013 Bobcat 324 Excavator SN-2632 | 2013 | \$ 22,000.00 | \$ 8,800.00 |
| 45 | 1 | Ditch Witch Trencher | 2015 | \$ 12,190.00 | \$ 4,063.33 |
| 46 | 1 | 2011 Terex PT50 Loader | 2011 | \$ 21,785.00 | \$ 7,987.33 |
| 47 | 1 | 2011 Terex PT50 Loader | 2011 | \$ 18,524.75 | \$ 6,792.41 |
| 48 | 1 | 2003 Skid Steer 60XT | 2003 | \$ 5,130.40 | \$ 1,795.64 |
| 49 | 1 | 2008 Telescoping Boom Lift DSL | 2008 | \$ 22,472.00 | \$ 5,992.53 |
| 50 | 1 | Bobcat T590 T4 Compact Track Loader | 2016 | \$ 31,527.58 | \$ 7,100.79 |
| 51 | 1 | 2002 Gradall X3100 | 2002 | \$ 33,149.38 | \$ 7,734.86 |
| 52 | 1 | 2003 Gradall X3100 | 2003 | \$ 33,149.38 | \$ 7,734.86 |
| 53 | 1 | 2006 Bomag Roller | 2006 | \$ 6,543.38 | \$ 1,526.79 |
| 54 | 1 | Topcon Hiper V Base & Rover | 2016 | \$ 30,903.24 | \$ 6,180.65 |
| 55 | 1 | 2013 John Deere XUV 550 S4 | 2013 | \$ 6,027.12 | \$ 1,004.52 |
| 56 | 1 | 2007 Genie GTH644 6000LB | 2007 | \$ 26,675.37 | \$ 445.89 |
| 57 | 1 | 2011 Takeuchi TL230 | 2011 | \$ 21,785.00 | \$ 3,630.83 |
| 58 | 1 | 2007 Takeuchi TL130 2 SPD | 2007 | \$ 16,351.25 | \$ 2,725.21 |
| 59 | 1 | John Deere 329D Multi-Terrain Loader | 2007 | \$ 19,068.12 | \$ 3,178.02 |
| 60 | 1 | 2012 Volvo BL60B Loader Backhoe | 2012 | \$ 29,392.25 | \$ 4,898.71 |

Exhibit "D", Supplier's Response Documents
 Exhibit "A" - Original Agreement - Page 195 of 222

| | | | | | |
|----|---|---------------------------------|------|--------------|--------------|
| 61 | 1 | 2010 Terex TL 100 Wheel Loader | 2010 | \$ 29,935.62 | \$ 4,898.71 |
| 62 | 1 | 1999 Kubota R520 Wheel Loader | 1999 | \$ 17,438.00 | \$ 2,906.33 |
| 63 | 1 | 2007 Putzmeister TK30 4in | 2007 | \$ 17,438.00 | \$ 2,906.33 |
| 64 | 1 | 2006 Case Wheel Loader | 2006 | \$ 22,951.50 | \$ 2,295.15 |
| 65 | 1 | 2006 Volvo Compact Wheel Loader | 2006 | \$ 20,009.00 | \$ 2,000.90 |
| 66 | 1 | 2013 Forklift 5000lb - Heli | 2013 | \$ 13,724.00 | \$ 686.20 |
| 67 | 1 | GT-503/PSBWT Robotic TTL STN | 2017 | \$ 28,887.19 | \$ 17,332.32 |
| 68 | 1 | 2011 Int Dump Truck Maxx Force | 2011 | \$ 23,764.55 | \$ 3,960.76 |
| 69 | 1 | 2005 Ford F-750 XL Crew Cab | 2005 | \$ 13,191.00 | \$ 2,198.50 |
| 70 | 1 | 2009 Chevrolet 2500HD | 2009 | \$ 10,474.12 | \$ 1,745.68 |
| 71 | 1 | 2000 Sterling Dump Truck | 2000 | \$ 31,892.80 | \$ 3,189.28 |
| 72 | 1 | 2017 Ford Super Duty - White | 2017 | \$ 35,376.72 | \$ - |
| 73 | 1 | 2017 Ford Super Duty - White | 2017 | \$ 39,675.02 | \$ - |



Waterway Park

Jupiter, Florida

Project Info

Owner | Palm Beach County CID
Contract Amount | \$5.2M
Completion Date | 2017
Contact | John McCarthy
Construction Specialist
Palm Beach County
561.966.6634

Project Description

This project is a 30 acre park that includes 3 boat ramps, parking area, restroom building, a fishing pier with overlook, sheet piles with pile caps. It also included constructing an FDOT turning lane and mitigation. Wetland mitigation, habitat restoration, earthwork, berm cuts, brush management, seeding, and mulching.

Site Features

- 3 Docks
- 3 Boat Ramps
- Associated Parking
- Restroom Building
- Overlook
- Driven Piles
- Sheet Piles
- Site Clearing
- Demo of Existing Roadway
- Turtle Friendly Lighting

Services Provided

- Construction Management
- General Construction Services





Samson Oceanfront Park

Sunny Isles, Florida

Project Info

Owner | City of Sunny Isles
Contract Amount | \$2.8 Million
Completion Date | 2016
Contact | Michelle Leon, Architect
RJ Behar & Company
954-680-7771

Project Description

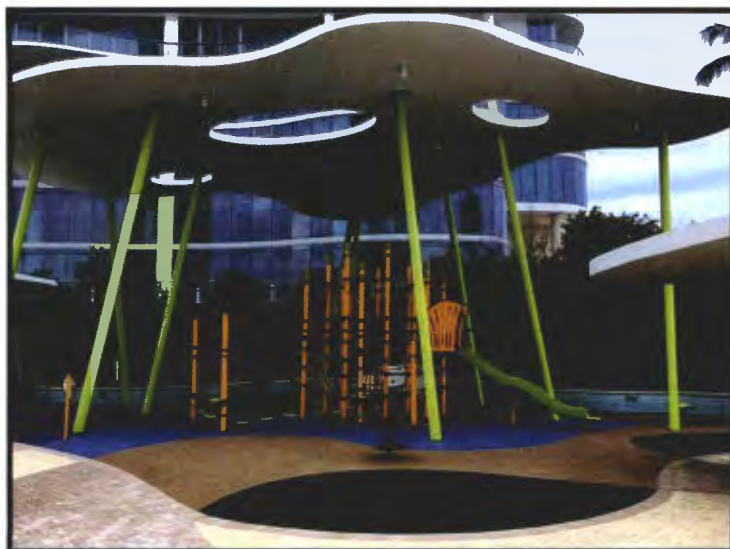
This project included the reconstruction and upgrading of an existing park. This included: installation of new landscaping, hardscape, playground equipment, as well as a roofed performance stage, construction of a lift station, and utility upgrades. Utility upgrades included sanitary sewer improvements and upgrades to bathroom facilities. These improvements of the sewer extended into the adjacent Collins Avenue's right of way.

Features

- New landscaping
- Hardscape
- Roofed Stage
- Playground equipment
- Sewer reconstruction
- Bathroom reconstruction

Services Provided

- Construction Services





Muss Park

Miami Beach, Florida

Project Info

Owner | City of Miami Beach
Contract Amount | \$2.4M
Completion Date | January 2018
Contact | David Gomez
305-673-7071

Site Features

4,000 Sq Ft Pavilion, LEED Gold
Restroom
Automated Doors
Reception Office
Kitchen

Services Provided

Construction Management
General Construction Services

Project Description

The Park contains a pavilion with bathrooms, a tot lot and an open, greenspace area. The Park does not offer an indoor facility for program participants and alternative accommodations must be provided during inclement weather.

The existing pavilion and playgrounds were demolished for the construction of a new LEED Gold Certified, 4000sf pavilion and elevated soil pads for future playgrounds, at a finish floor elevation of Base Flood Elevation +2' NAVD. The new pavilion includes two (2) ADA accessible restrooms, reception/office, serving kitchen, storage room and mechanical room. The design integrates an automated door system that allows the pavilion to function as an open pavilion and as a fully enclosed space during inclement weather. The adjacent landscape will be restored, the existing canopy trees will be preserved, and a few palms will be relocated within the site.





Delray Beach Lifeguard Towers

City of Delray Beach

Isaac Kovner

561-322-5052

kovner@mydelraybeach.com

Construction of 8 Lifeguard Towers 2018





Miami Beach Lifeguard Towers

City of Miami Beach

Olga Sanchez

786-367-7263 olgasanchez@miamibeachfl.com

Construction of 38 Lifeguard Towers 2016





Miami Beach Lifeguard Towers

City of Miami Beach

Olga Sanchez

786-367-7263 olgasanchez@miamibeachfl.com

Construction of 38 Lifeguard Towers 2016



TAB 10—LICENSES AND CERTIFICATIONS



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

WEST, MATTHEW FIELDEN
WEST CONSTRUCTION INC
820 NORTH STREET
LANTANA FL 33462-1710

LICENSE NUMBER: CGC4516626
EXPIRATION DATE: AUGUST 31, 2020
Always verify licenses online at MyFloridaLicense.com



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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

MORGAN, MARTHA ANN
WEST CONSTRUCTION INC
820 NORTH STREET
LANTANA FL 33462-1710

LICENSE NUMBER: CBC057038
EXPIRATION DATE: AUGUST 31, 2020
Always verify licenses online at MyFloridaLicense.com



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TAB 10—LICENSES AND CERTIFICATIONS

**LOCAL BUSINESS TAX RECEIPT
TOWN OF LANTANA, FLORIDA**

RECEIPT NUMBER: 17-200303838

EFFECTIVE DATE:

08/08/2017

EXPIRATION DATE:

09/30/2019

WEST CONSTRUCTION INC.

820 N 4TH ST

LANTANA, FL 33462

BUSINESS LOCATION:

820 N 4TH ST

LANTANA, FL 33462

NAME OF BUSINESS

WEST CONSTRUCTION INC.

BUSINESS CLASSIFICATION:

014 - OFFICE

BUSINESS TYPE:

014 - OFFICE

OWNERSHIP TYPE:

INCORPORATED

SPECIAL CONDITIONS

THIS RECEIPT EXPIRES AS SPECIFIED ABOVE

TO AVOID PENALTIES PLEASE RENEW ON OR BEFORE SEPTEMBER 30, 2017

BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS
OF THE ORDINANCES OF THE TOWN OF LANTANA AND THE LAWS OF THE
STATE OF FLORIDA.

THIS RECEIPT MUST BE POSTED IN A CONSPICUOUS PLACE



TAB 10—LICENSES AND CERTIFICATIONS



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

P.O. Box 3363, West Palm Beach, FL 33402-3363
 www.pbctax.com Tel: (561) 355-2264

"LOCATED AT"
 820 North 4th ST
 LANTANA, FL 33462

| TYPE OF BUSINESS | OWNER | CERTIFICATION # | RECEIPT #/DATE PAID | AMT PAID | BILL # |
|-----------------------------|-------------------|-----------------|---------------------|----------|-----------|
| 23-0183 BUILDING CONTRACTOR | MORGAN MARTHA ANN | CBC057038 | U18L8401 - 10/20/18 | \$1.00 | 840120279 |

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

STATE OF FLORIDA
 PALM BEACH COUNTY
 2018/2019 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201002726
 EXPIRES: SEPTEMBER 30, 2019

WEST CONSTRUCTION INC
 WEST CONSTRUCTION INC
 820 N 4TH ST
 LANTANA, FL 33462

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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

P.O. Box 3363, West Palm Beach, FL 33402-3363
 www.pbctax.com Tel: (561) 355-2264

"LOCATED AT"
 820 North 4th ST
 LANTANA, FL 33462

| TYPE OF BUSINESS | OWNER | CERTIFICATION # | RECEIPT #/DATE PAID | AMT PAID | BILL # |
|----------------------------|----------------|-----------------|---------------------|----------|-----------|
| 23-0051 GENERAL CONTRACTOR | WEST MATTHEW F | CDC1516828 | U18L8401 - 10/20/18 | \$1.00 | 840120282 |

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

STATE OF FLORIDA
 PALM BEACH COUNTY
 2018/2019 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200911376
 EXPIRES: SEPTEMBER 30, 2019

WEST CONSTRUCTION INC
 WEST CONSTRUCTION INC
 820 N 4TH ST
 LANTANA, FL 33462

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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

P.O. Box 3363, West Palm Beach, FL 33402-3363
 www.pbctax.com Tel: (561) 355-2264

"LOCATED AT"
 820 North 4th ST
 LANTANA, FL 33462

| TYPE OF BUSINESS | OWNER | CERTIFICATION # | RECEIPT #/DATE PAID | AMT PAID | BILL # |
|--------------------------------|-------------------|-----------------|---------------------|----------|-----------|
| 23-0183 CW BUILDING CONTRACTOR | MORGAN MARTHA ANN | CBC057038 | U18L8401 - 10/20/18 | \$1.00 | 840120280 |

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

STATE OF FLORIDA
 PALM BEACH COUNTY
 2018/2019 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201002725
 EXPIRES: SEPTEMBER 30, 2019

WEST CONSTRUCTION INC
 WEST CONSTRUCTION INC
 820 N 4TH ST
 LANTANA, FL 33462

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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

P.O. Box 3363, West Palm Beach, FL 33402-3363
 www.pbctax.com Tel: (561) 355-2264

"LOCATED AT"
 820 North 4th ST
 LANTANA, FL 33462

| TYPE OF BUSINESS | OWNER | CERTIFICATION # | RECEIPT #/DATE PAID | AMT PAID | BILL # |
|-------------------------------|----------------|-----------------|---------------------|----------|-----------|
| 23-0102 CW GENERAL CONTRACTOR | WEST MATTHEW F | CDC1516828 | U18L8401 - 10/20/18 | \$1.00 | 840120281 |

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

STATE OF FLORIDA
 PALM BEACH COUNTY
 2018/2019 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200911377
 EXPIRES: SEPTEMBER 30, 2019

WEST CONSTRUCTION INC
 WEST CONSTRUCTION INC
 820 N 4TH ST
 LANTANA, FL 33462

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



TAB 10—LICENSES AND CERTIFICATIONS

State of Florida Department of State

I certify from the records of this office that WEST CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on December 16, 1977.

The document number of this corporation is 555487.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 10, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of January, 2018*



Ken Detmer
Secretary of State

Tracking Number: CC79-8159343

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

TAB 10—LICENSES AND CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2018

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 JDA Insurance Group 120 N Federal Hwy., Suite #301 Lake Worth FL 33460 | | CONTACT NAME: Anthony Entenza PHONE (A/C No. Ext): (561) 296-0373 FAX (A/C No.): (561) 828-0997 E-MAIL ADDRESS: danielle@thejdagroup.com | |
| INSURED West Construction Inc. 820 N. 4th Street Lantana FL 33462 | | INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: American Guarantee & Liability Insurance Company INSURER C: American Guarantee & Liability Insurance Company INSURER D: American Guarantee & Liability Insurance Company INSURER E: Zurich American Insurance Company INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL SUBR INSD. W/O | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|----------|---|---------------------------|---------------|-------------------------|-------------------------|------------|---|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | Y | GLO039847301 | 01/01/2018 | 01/01/2019 | EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMPROP AGG \$ 2,000,000.00 | |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | BAP039847401 | 01/01/2018 | 01/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000.00 | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | Y | Y | AUC039847601 | 01/01/2018 | 01/01/2019 | EACH OCCURRENCE \$ 12,000,000.00 AGGREGATE \$ 12,000,000.00 | |
| D | 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/A | Y | WC039847501 | 01/01/2018 | 01/01/2019 | <input checked="" type="checkbox"/> REP STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00 |
| E | Property (Rental/Leased Equipment) | | | CPPO39849401 | 01/01/2018 | 01/01/2019 | Limit: \$200,000.00 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance Only - DO NOT ALTER OR DUPLICATE

| | |
|---|---|
| CERTIFICATE HOLDER Evidence of Insurance DO NOT ALTER OR DUPLICATE | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

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ACORD 25 (2016/03)

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TAB 10—LICENSES AND CERTIFICATIONS

RICK SCOTT, GOVERNOR



KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

| | |
|----------------|--|
| LICENSE NUMBER | |
| AR93859 | |

The ARCHITECT
Named below IS LICENSED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2019

WEST, MATTHEW FIELDEN
318 S DIXIE HWY
STE 4-S
LAKE WORTH FL 33460



ISSUED: 01/04/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1701040000739

DETACH HERE

RICK SCOTT, GOVERNOR



KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

| | |
|----------------|--|
| LICENSE NUMBER | |
| AA26001503 | |

The ARCHITECT CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2019

WEST ARCHITECTURE + DESIGN LLC
318 SOUTH DIXIE HIGHWAY
STE 4-S
LAKE WORTH FL 33460



ISSUED: 01/04/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1701040000782



TAB 10—LICENSES AND CERTIFICATIONS



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

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

****LOCATED AT****
 820 North 4TH ST
 LANTANA, FL 33462-1710

| TYPE OF BUSINESS | OWNER | CERTIFICATION # | RECEIPT #/DATE PAID | AMT PAID | BILL # |
|-------------------|----------------|-----------------|----------------------|----------|-----------|
| 54-0051 ARCHITECT | WEST MATTHEW F | AP93899 | 818J34234 - 08/14/18 | \$33.00 | B46135557 |

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

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2018/2019 LOCAL BUSINESS TAX RECEIPT**

B1 - 2692

WEST ARCHITECTURE + DESIGN LLC
 WEST ARCHITECTURE + DESIGN LLC
 820 N 4TH ST
 LANTANA, FL 33462

**LBTR Number: 201005982
 EXPIRES: SEPTEMBER 30, 2019**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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

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

****LOCATED AT****
 820 North 4TH ST
 LANTANA, FL 33462-1710

| TYPE OF BUSINESS | OWNER | CERTIFICATION # | RECEIPT #/DATE PAID | AMT PAID | BILL # |
|--|----------------|-----------------|----------------------|----------|-----------|
| 54-8829 RESIDENTIAL ARCHITECTURAL DESIGN | WEST MATTHEW F | | 818J34327 - 08/14/18 | \$33.00 | B46135558 |

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

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2018/2019 LOCAL BUSINESS TAX RECEIPT**

B2 - 2692

WEST ARCHITECTURE + DESIGN LLC
 WEST ARCHITECTURE + DESIGN LLC
 820 N 4TH ST
 LANTANA, FL 33462

**LBTR Number: 201005983
 EXPIRES: SEPTEMBER 30, 2019**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

**LOCAL BUSINESS TAX RECEIPT
 TOWN OF LANTANA, FLORIDA**

RECEIPT NUMBER: 17-200303836

| | |
|--------------------------------------|--------------------------------------|
| EFFECTIVE DATE: 08/08/2017 | EXPIRATION DATE 09/30/2019 |
|--------------------------------------|--------------------------------------|

WEST ARCHITECTURE & DESIGN LLC
 820 N 4TH ST
 LANTANA, FL 33462

BUSINESS LOCATION:
 820 N 4TH ST
 LANTANA, FL 33462

NAME OF BUSINESS
 WEST ARCHITECTURE & DESIGN LLC

BUSINESS CLASSIFICATION:
 014 - OFFICE

BUSINESS TYPE:
 014 - OFFICE

OWNERSHIP TYPE:
 INCORPORATED

SPECIAL CONDITIONS

THIS RECEIPT EXPIRES AS SPECIFIED ABOVE

TO AVOID PENALTIES PLEASE RENEW ON OR BEFORE SEPTEMBER 30, 2019

BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS
 OF THE ORDINANCES OF THE TOWN OF LANTANA AND THE LAWS OF THE
 STATE OF FLORIDA.

THIS RECEIPT MUST BE POSTED IN A CONSPICUOUS PLACE



TAB 10—LICENSES AND CERTIFICATIONS

State of Florida Department of State

I certify from the records of this office that WEST ARCHITECTURE + DESIGN, LLC is a limited liability company organized under the laws of the State of Florida, filed on September 20, 2007, effective September 20, 2007.

The document number of this limited liability company is L07000096199.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on January 10, 2018, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of January, 2018*



Ken Detjen
Secretary of State

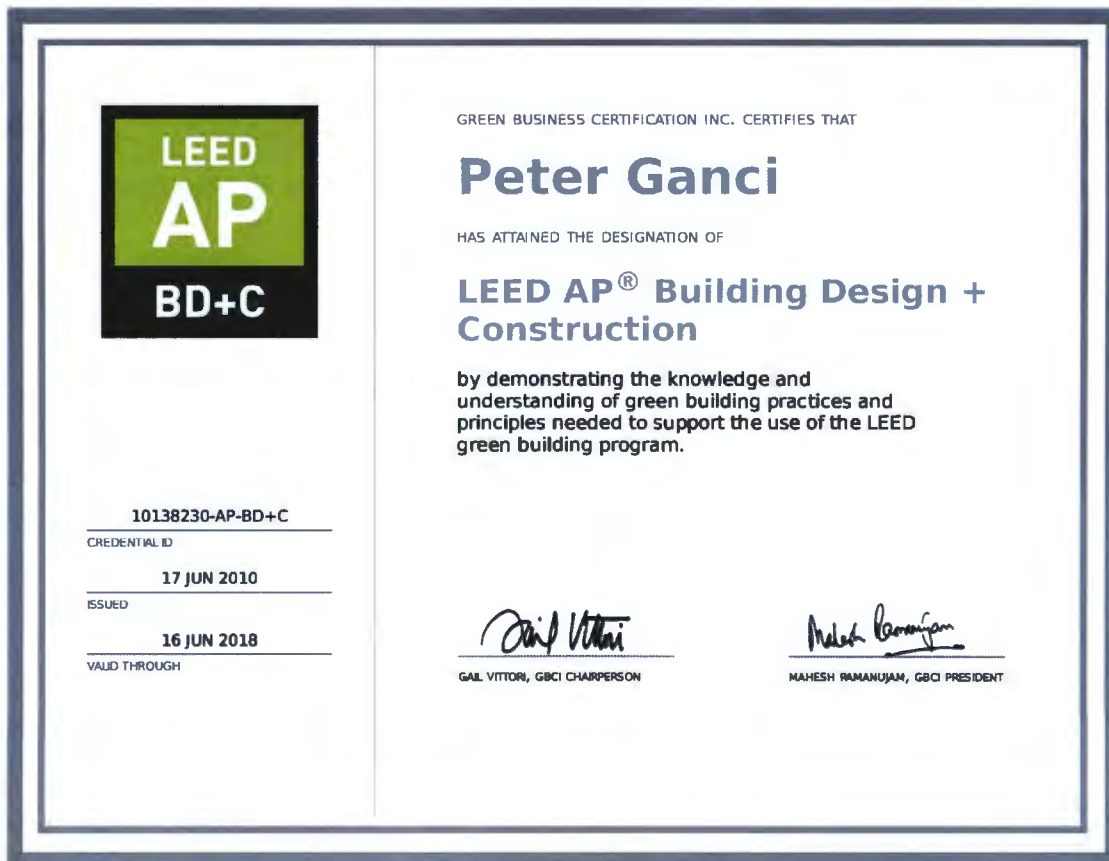
Tracking Number: CC4113546007

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



TAB 10—LICENSES AND CERTIFICATIONS



TAB 10—LICENSES AND CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2018

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 JDA Insurance Group 120 N Federal Hwy., Suite #301 Lake Worth FL 33460 | CONTACT NAME: Anthony Entenza PHONE (A/C, No, Ext): (561) 296-0373 E-MAIL ADDRESS: danielle@thejdagroup.com FAX (A/C, No): (561) 828-0997 | | | | | | | | | | | | | | | | | | | | | |
|--|--|-------------------------------|--|--------|-------------|-----------------------------------|-------|-------------|--|-------|-------------|--|-------|-------------|--|-------|-------------|-----------------------------------|-------|-------------|--|--|
| INSURED West Construction Inc., West Architecture + Design, LLC 820 N. 4th Street Lantana FL 33462 | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B :</td> <td>American Guarantee & Liability Insurance Company</td> <td>26247</td> </tr> <tr> <td>INSURER C :</td> <td>American Guarantee & Liability Insurance Company</td> <td>26247</td> </tr> <tr> <td>INSURER D :</td> <td>American Guarantee & Liability Insurance Company</td> <td>26247</td> </tr> <tr> <td>INSURER E :</td> <td>Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A : | Zurich American Insurance Company | 16535 | INSURER B : | American Guarantee & Liability Insurance Company | 26247 | INSURER C : | American Guarantee & Liability Insurance Company | 26247 | INSURER D : | American Guarantee & Liability Insurance Company | 26247 | INSURER E : | Zurich American Insurance Company | 16535 | INSURER F : | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A : | Zurich American Insurance Company | 16535 | | | | | | | | | | | | | | | | | | | | |
| INSURER B : | American Guarantee & Liability Insurance Company | 26247 | | | | | | | | | | | | | | | | | | | | |
| INSURER C : | American Guarantee & Liability Insurance Company | 26247 | | | | | | | | | | | | | | | | | | | | |
| INSURER D : | American Guarantee & Liability Insurance Company | 26247 | | | | | | | | | | | | | | | | | | | | |
| INSURER E : | Zurich American Insurance Company | 16535 | | | | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | GLO039847301 | 01/01/2018 | 01/01/2019 | EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COM/POP AGG \$ 2,000,000.00 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | BAP039847401 | 01/01/2018 | 01/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000.00 |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | Y | Y | AUC039847601 | 01/01/2018 | 01/01/2019 | EACH OCCURRENCE \$ 12,000,000.00 AGGREGATE \$ 12,000,000.00 \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | WC039847501 | 01/01/2018 | 01/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00 |
| E | Property (Rental/Leased Equipment) | | | CPP039849401 | 01/01/2018 | 01/01/2019 | Limit: \$600,000.00 |

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


The Certificate Holder will be named as additional insured including products and completed operations for general liability per form UGL1175FCW, automobile liability, and umbrella liability when required by written contract. General Liability and Auto Liability are primary and non contributory when required by written contract. Waiver of subrogation applies to general liability, automobile liability, umbrella liability, and workers' compensation when required by written contract. Umbrella extends over general liability, auto liability and employer's liability. Should any of the above described policies be cancelled, notice will be


| | |
|---|---|
| CERTIFICATE HOLDER | CANCELLATION |
| Evidence of Insurance - For Bidding Purposes Only | 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>Anthony Entenza</i> |

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TAB 10—LICENSES AND CERTIFICATIONS

 RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY 


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

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

PINTO, ANDERSON M
HARTZEL CONSTRUCTION INC
2901 NW 33TH COURT STE 113
POMPANO BEACH FL 33069

LICENSE NUMBER: EGC1520258
EXPIRATION DATE: AUGUST 31, 2020

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.

TAB 10—LICENSES AND CERTIFICATIONS



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2018 - 2019**

THIS IS NOT A BILL

Business Tax Receipt Valid from: October 1, 2018 through September 30, 2019

9/5/2018

4428254
HARTZELL CONSTRUCTION INC
2301 NW 33 CT, UNIT # 112

POMPANO BEACH FL 33069

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: HARTZELL CONSTRUCTION INC
BUSINESS LOCATION: 2301 NW 33 CT 112 POMPANO BEACH FL

| RECEIPT NO: | CLASSIFICATION |
|--------------------|-------------------------|
| 19-00049020 | CONTRACTOR GENERAL (GC) |
| 19-00082742 | CONTRACTOR GENERAL (GC) |

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR



ALTER SURETY GROUP, INC.

Bond Department - Public Works Bond

In compliance with Florida Statute Chapter 255.05, the provisions and limitations of section 255.05 Florida Statutes, including but not limited to, the notice and time limitations in Sections 255.05(2) and 255.05(10) are incorporated in this bond by reference.

Bond Number 0220825

Contractor West Construction, Inc.
Address & 820 North 4th Street
Phone No. Lantana, FL 33462
(561) 588-2027

Surety Berkley Insurance Company
Address & 475 Steamboat Road
Phone No. Greenwich, CT 06830
(203) 542-3800

Owner Name City of Pompano Beach
Address & 100 West Atlantic Boulevard
Phone No. Pompano Beach, FL 33069
954-786-4600

Contracting Public Entity
(if different from the owner)
Address &
Phone No.

Contract/Project Number RFP T-03-19

Project Name Ocean Rescue Building Interior Upgrades and Construction of Lifeguard Towers

Project Location 50 North Pompano Beach Blvd., Pompano Beach, FL 33060

Legal Description
And Street Address 50 North Pompano Beach Blvd., Pompano Beach, FL 33060

Description of Improvement: Ocean Rescue Building Interior Upgrades and Construction of Lifeguard Towers

This bond is given to comply with section 255.05 Florida Statutes and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. Any provision of this bond which conflict with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the bond.

All other page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

Bond Number 0220825

Performance Bond

Project No: RFP T-03-19

Project Title: Ocean Rescue Building Interior Upgrades and Construction of Lifeguard Towers

KNOW ALL PERSONS BY THESE PRESENTS, that:

West Construction, Inc., 820 N. 4th Street, Lantana, FL 33462

as Principal, and

Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto The City of Pompano Beach, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

One Million Four Hundred Sixty Three Thousand Two Hundred and No/100 Dollars . (\$1,463,200.00)

(Written Amount)

(Figures)

good and lawful money of the United States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

WHEREAS, the above bounded Principal (hereafter alternately referred to as "Contractor") did on

March 27, 2019

enter into a Contract with the said The City of Pompano Beach, Florida (hereafter alternately referred to as "Owner") a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

WHEREAS, it was one of the conditions of the award of said contract with The City of Pompano Beach, Florida that these presents should be executed.

NOW THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless The City of Pompano Beach, Florida against and from all costs, expenses, damages, injury, or be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination by Owner and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount property paid by Owner to Contractor.

To the limit of the amount of this Bond, Surety's liability to Owner shall include but not be limited to, the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; additional legal, design professional, and liquidated damages as specified in the Contract Documents arising out of and in connection with Principal's default and Surety's actions, inactions, and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications. Additionally, Surety hereby stipulates and agrees that the bond penalty set forth above shall automatically increase coextensively with any Owner approved change orders which increase the overall contract amount.


Contractor shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Construction Contractor.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed in, at
Pompano Beach, Broward County, Florida, this


29th day of March, 2019

Countersigned By:


Matthew West, Secretary
(SEAL)
(SEAL OF SURETY)

Contractor: West Construction, Inc.

By: (Signature) Martha A. Morgan
Martha A. Morgan, President
Surety: Berdey Insurance Company

By: 
Address: Warren M. Alter, Attorney-in-Fact
475 Steamboat Road
Greenwich, CT 06830



Bond Number 0220825

PAYMENT BOND FORM

Project No: RFP T-03-19

Project Title: Ocean Rescue Building Interior Upgrades and Construction of Lifeguard Towers

Facility Name:

BY THIS BOND, WE, West Construction, Inc. as Principal,

and Berkley Insurance Company, a corporation, as Surety, are bound to The City of Pompano Beach, Florida, herein called "Owner", in the sum of:

One Million Four Hundred Sixty Three Thousand Two Hundred and No/100 Dollars (\$1,463,200.00)

(Written Amount)

(Figures)

for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. This Payment Bond is intended to be governed by 255.05, F.S.

THE CONDITION OF THIS BOND is that if Principal:

- Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated

March 27, 2019

between Principal and Owner for construction of the Project named above, the contract being made a part of this bond by reference; and

- Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under paragraph 1. of this bond;

then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

Dated on : _____

| | | |
|---------------------|--------------------|---|
| (SEAL OF SURETY) | Name of Surety: | Berkley Insurance Company |
| | By: | <i>[Signature]</i> Warren M. Aller Attorney in Fla |
| (SEAL OF PRINCIPAL) | Name of Principal: | West Construction, Inc. |
| | By: | <i>[Signature]</i> Martha A. Morgan, President Its authorized officer |

The provisions and limitations of section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| | | | |
|-------------------------------|-----------|---|--|
| AGENCY JDA Insurance Group | | NAMED INSURED West Construction Inc., West Architecture + Design, L.L.C. | |
| POLICY NUMBER | | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

cancelled, notice will be delivered in accordance with the policy provisions.