



**AISC**  
**CERTIFIED**  
**FABRICATOR**  
**& ERECTOR**



**ECWF**  
**CERTIFIED WELDING FABRICATOR**



# ***East Coast Metal Structures, Corp.***

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**A Drug Free Work Place / Veteran's Preference Hiring**

**\*\*\*Revised 09/13/2023\*\*\***

Date: 09/07/2023

Company: City of Pompano Beach  
 Attn: Christopher Schlageter  
 Email: Christopher.Schlageter@copbfl.com  
 Office: (570) 267-1934

Submitted by: Christopher Phillips

## **Project: City of Pompano Beach Parking Garage 5th level Elevator Exterior Enclosure**

Pompano Beach, Florida

**EC23-560**

### **EXHIBIT A – MISCELLANEOUS METALS**

#### **FURNISHED & INSTALLED SECTION (“MISC. METALS”)**

Item	Description:	Material:	Finish:	Dwg Ref.
1.	Tube frame with connection materials.	Aluminum	Powder coated	email
2.	McNichol's perforated panel infill.	Aluminum	Powder coated	email
3.	Water jet cut “elevator” sign (no lighting).	Aluminum	Powder coated	email

#### **FURNISHED AND DELIVERED SECTION (“MISC. METALS”)**

Item	Description:	Material:	Finish:	Dwg Ref.
1.	Shop Drawings.	-	-	-
2.	Engineering.	-	-	-

**TOTAL AMOUNT OF MISC. METALS BID: \$134,500.00**

~~East Coast Metal Structures, Corp. General Conditions and exclusions attached hereto and incorporated herein by reference. The attached General Conditions supersede any additional or conflicting terms provided for in any documents, forms, agreement or communications received from you the customer. We appreciate the opportunity to offer a proposal for this project. Should there be any questions, please feel free to contact us.~~

## **General Conditions**

**\*\*THIS PROPOSAL IS VALID FOR 15 CALENDAR DAYS FROM DATE OF THIS PROPOSAL, AFTER WHICH IT IS SUBJECT TO CONFIRMATION BY SELLER. STEEL TO BE DELIVERED TO THE SITE WITHIN 90 DAYS OF THE CONTRACT OR IT WILL BE SUBJECT TO PRICE ESCALATIONS\*\***

1. DUE TO THE VOLATILITY OF THE STEEL MARKET, ECMS WILL REQUIRE A FINAL REVIEW OF ALL QUOTES AT THE TIME OF AWARD TO CONFIRM THAT THERE HAVE NOT BEEN ANY MATERIAL PRICE INCREASES. ECMS WILL NOT BE HELD LIABLE FOR PROJECT DELAYS DUE TO THE INABILITY TO ACQUIRE MATERIALS. ALL ORDERS ARE SUBJECT TO SELLER'S ABILITY TO DELIVER. DELAY OR FAILURE TO FULFILL ANY ORDER OR CONTRACT SHALL BE EXCUSED BY ANY CAUSE BEYOND SELLER'S CONTROL.
2. Free and unobstructed access to be provided all around job site that is suitable for cranes, trucks, and equipment.
3. Material delivery to be coordinated between GC and East Coast Metal Structures, Corp., "ECMS".
4. Inspections to be coordinated and scheduled with ECMS office.
5. Working hours are to be 7:00AM – 3:30PM., Monday through Friday (overtime costs can be added upon request).
6. All work will be in accordance with AISC Specifications and Code of Standard Practice.
7. Safety practices will be consistent with the latest OSHA standards. ECMS will not conform to any other safety regulations.
8. Roof penetrations to be cut by others and will be immediately covered and secured by the General Contractor as required by OSHA. ECMS IS NOT RESPONSIBLE IF THE GENERAL CONTRACTOR FAILS TO COMPLY. If roof curbs are not placed by others on steel support frames at time of decking, frames will be decked over with future cut outs by others.
9. Foundations are to be completed by others to grade with anchor bolts set and cleaned with proper projection and leveling nuts set at proper elevation. Embed plates, angles, etc. are to be set to proper elevation and location by others.
10. All steel shall receive one shop coat of standard rust inhibitive paint after standard cleaning.
11. ECMS reserves the right to substitute any fasteners with ones of equal structural value, due to availability and/or minimum order requirements.
12. Exposing the work area is by others along with protecting and/or relocating all glass, utilities, or any other items which can be damaged due to welding or burning. If these items are left unprotected, ECMS is not responsible for the damage.
13. Any materials that limit the operation of the crane and/or crew are to be removed by others.
14. Others are to remove conduits, plumbing, air ducts, sprinkler lines, rainwater leaders, fireproofing, etc. interfering with the erection of structural steel & miscellaneous metals.
15. GC must fully vacate work areas from store employees and any type of existing obstruction that may delay the process of erection or create a safety hazard in existing subject work areas.
16. Signed and sealed calculations will be provided for the bar joist and metal decking. Any other articles requiring professional design services will be an additional expense unless specifically included.
17. This proposal is based on one (1) continuous uninterrupted erection operation. If it is necessary to have additional equipment and/or personnel move-ins due to the fault of others, an extra contract will be issued to cover the costs of manpower and equipment.
18. Miscellaneous metal items quoted as "ECMS Design" will be provided as quoted. Specifications or requirements of a select manufacturer / design are null and void.
19. All errors must be reported to the seller within 48 hours of discovery, or they will be considered null and void.
20. All extra ticket work shall be charged at \$90.00/per hr. plus time and a half for overtime. Time starts when employees leave the shop and concludes when they return.
21. ~~Contract payments and extra ticket work payments are net 30 days. Payments shall be considered to be due and shall be paid at the time specified, regardless of the final settlement of the structure as a whole, or for the work of any other trade; and the payment for steel shall not be delayed pending buyer's receipt of payments from any other entity. Should the buyer fail to pay as agreed, then the ECMS may suspend the work until such payment is made. Amounts past due shall bear interest at the maximum lawful rate.~~
22. RETAINAGE: No retainage to be held on materials or bond. Erection retainage to be paid no later than 85 days after completion of structure. (Note: Continuance of other trades constitutes acceptance of structural steel frame).
23. ECMS is entitled to payment of fabricated materials stored at seller plant, marshalling yard, or jobsite on a monthly basis.
24. Proposal is based on mill material and mill rolling schedules.
25. ~~ECMS shall be compensated for any delay or acceleration in the schedule if the delay or acceleration is at the fault of any other party other than ECMS. Contractor hereby waives any and all claims for consequential/indirect damages against East Coast arising from this proposal, the project and the work performed.~~
26. ~~Attorney fees, costs, and prejudgment interest for enforcement of this agreement shall be awarded to the prevailing party. Venue is in Palm Beach County. In the event of a dispute, Arbitration with an arbitrator board certified in construction law is elected.~~
27. Contractor or owner shall carry All Risk insurance to cover ECMS materials stored or installed at the job to protect against theft, vandalism, fire, etc.
28. This quote defined herein shall be included within any resultant contract or purchase order.
29. ~~If ECMS is provided a verbal or written Notice to Proceed, or a Letter of Intent, whether formal or informal, and begins work on Buyer's behalf, this proposal is the governing and prevailing document, and is a legally binding contract under the laws of the State of Florida, until such time as a written contract agreement is signed by both parties.~~
30. ~~Should the party accepting and signing this agreement below terminate this proposal with or without cause prior to execution of a final agreement and after shop drawings have been prepared, it is expressly understood and agreed that ECMS shall be entitled to keep any and all funds paid as a deposit as earned fees.~~
31. ECMS reserves its right to review and modify the General Contractor's contract and/or exhibits prior to performance of the work.
32. All orders are subject to acceptance by Credit Department. **ALL DEPOSITS ARE NON-REFUNDABLE.**

# Exclusions

1. Shop and field inspection fees or testing fees. (ECMS will coordinate with G.C / Inspector only)
2. Permits and/or permit fees.
3. Consequential, special, direct/indirect, or liquidated damages.
4. Barricades, temporary pedestrian walkways, and all protection from welding sparks, flashes, heat for all people, buildings, merchandise, and vehicles.
5. Supply or install of Grout or concrete (Grout included for ECMS core drilled railings).
6. Surveys, providing a benchmark, or maintaining any benchmarks (must be provided by others).
7. Demolition and / or shoring of any kind (including shoring for metal deck pours).
8. Field dimensions for new scope besides railings & ladders.
9. Connections of any type for the other trades unless specifically noted in our quote.
10. Placement of or verification of placement for bollards, anchor bolts, or any cast in concrete embeds.
11. Fasteners and holes for other trades.
12. Any items not specifically shown, sized, and/or located on the architectural and/or structural drawings unless specifically noted above in the scope.
13. Cross checking of Architectural drawings and / or notification of variations from the Structural drawings and vice versa.
14. Safety railing for fall protection from any level of the structure or at any opening within the perimeter of the structure.
15. Signed and sealed drawings or calculations for any items that have already been sized and designed by the EOR.
16. Finish painting of any steel whatsoever.
17. Light gauge metal framing and any deck over light gauge unless specifically noted in the inclusions on page 1.
18. Misc. Metals (stairs, railing, ladders, etc.) unless specifically included in the inclusions.
19. Concrete filling of steel columns or bollards.
20. Any special cleaning/painting/coatings for structural steel framing. ECMS standard red-oxide primer supplied only unless specifically noted in finish portion of quote (Ex. SSPC6 Blast, Thnemec Primer, Powder Coating, Galvanizing, etc.).
21. Bituminous/mastic coatings for steel whatsoever (Specifically below grade).
22. Any special cleaning/painting/coatings for steel girders, bar joist & metal deck. Joist manufacturers primer supplied only unless specifically noted.
23. Protection of existing structure from water or fire damage (Unless specifically noted in proposal).
24. Fire watch and smoke evacuation (others are to provide any ventilation necessary due to welding fumes).
25. Panel to panel, panel to footer, elevator shaft panel and stairwell panel embeds / connections for tilt walls and welding of the same.
26. Stair nosings unless specifically included.
27. Loose lintels unless specifically included.
28. Standing seam metal decking.
29. Roof opening frames that are not specifically shown on structural drawings.
30. Prevailing wages or Davis bacon wages unless noted in scope.
31. Payment and performance bonds unless noted in scope.
32. Any Architecturally Exposed Steel - AESS compliance unless noted.
33. Signing and sealing of bar joist/metal decking placement drawings (calculations only will be provided upon request).
34. Removal of or replacement / patching of fire proofing material.
35. Any and all steel connections/bolts for wood to wood or wood to steel connections (unless specifically noted in scope of work on page 1).
36. Nailer holes in embeds (additional price can be provided if required).
37. Upsizing and/or reinforcement of joist for concentrated loads unless they are specifically shown on structural drawings.
38. Mockups or samples of any type.
39. Composite clean up crew and offsite parking fees (cleanup cost can be added for a fee, ECMS requires parking onsite)
40. Use of non-marking tires, "Socks" and/or diapers on ECMS equipment.
41. **Scanning / X Raying of concrete for rebar or PT cables.**
42. Galvanization of steel in unconditioned air space unless noted specifically on page 1 of this proposal.
43. Electrical or lighting.

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Accepted By - Signature

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Print Name and Title

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Company

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Date

Submitted by  
East Coast Metal Structures, Corp.  
Estimating Department