

DESIGN BUILD CONSTRUCTION AGREEMENT

No. 12560 (RFP: T-12-24)

THIS DESIGN-BUILD AGREEMENT (“AGREEMENT”) is dated _____ by and between **CITY OF POMPANO BEACH, FLORIDA** (hereinafter called “OWNER”) and **New Line Skateparks FL, Inc.** (hereinafter called “DESIGN-BUILDER”).

WHEREAS, OWNER desires to obtain DESIGN-BUILDER’s professional design-build services (“SERVICES”) for the project to be known as **Skatepark Design/Construction Services**.

WHEREAS, the DESIGN-BUILDER has submitted a proposal or response in connection with the Solicitation, which has been selected by CITY (hereinafter referred to as the “Proposal”); and

WHEREAS, the DESIGN-BUILDER warrants to CITY that it is qualified and duly licensed to furnish the Services in Florida and meet the obligations set forth in the Solicitation, the Proposal, and the documents detailing the scope of services attached hereto as Exhibit A and incorporated herein by this reference (the “Scope of Work”), and as hereinafter stated; and

WHEREAS, the DESIGN-BUILDER warrants that the representations made by it in its Proposal remain valid, accurate and binding upon it; and

WHEREAS, the DESIGN-BUILDER desires to render the Services and meet the obligations set forth in the Solicitation, the Proposal, and the Scope of Services and upon the terms and conditions set forth in the Contract Documents (as defined herein).

NOW, THEREFORE, OWNER and DESIGN-BUILDER in consideration of the promises and mutual covenants herein contained and given one party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Article 1. WORK

The Scope of Work (“the Work”) shall be to provide skatepark design professional services and construction that include furnishing labor, equipment and materials. The Scope of Work shall include a collaborative approach that provides a comprehensive, turnkey scope of services from the design process through construction closeout for a regional-quality multipurpose skatepark to be located at Community Park, 1701 NE 8th Street. The proposed site is approximately 98,000 square feet and is currently a natural grass athletic field. The land for the project is owned by the City of Pompano Beach.

The City of Pompano Beach is dedicated to providing a diversified City-park system emphasizing the usage of active and passive parks, athletics programming, and leisure activity. The skatepark should reflect a community park setting able to accommodate all ages, skill levels and skate styles. It should provide space for events and viewing, while having unique elements at the same time. The skatepark must meet safety and design standards for current action skatepark design

principles. The design should be innovative, sensitive to the surrounding environment and have the highest quality. The City anticipates this skatepark will be open to the public with no charge.

The Scope of Work shall include, but not be limited to, design consulting services, including a public involvement process, permitting, preparation of detailed construction drawings and specifications, and shall comply with all state and local codes, cost estimate and construction of the project. Areas of work shall include design, landscape architecture, civil engineering and all supporting disciplines required to provide a design and complete set of construction plans and specifications, as set forth by Exhibit "A." Input from the contractor, City staff and the public will be taken into consideration when deciding on a final design.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows in EXHIBIT "A" RFP T-12-24 and EXHIBIT "B" GENERAL CONDITIONS.

Article 2. DESIGN/BUILD

The Project will be designed by DESIGN-BUILDER who is to act as OWNER'S representative, and assumes all duties and responsibilities and has the rights and authority assigned to DESIGN-BUILDER 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 from the date the Contract Time commences to run as provided in the EXHIBIT "A" RFP T-12-24 and EXHIBIT "B" GENERAL CONDITIONS, and completed and ready for final payment in accordance with the EXHIBIT "A" RFP T-12-24 and EXHIBIT "B" GENERAL CONDITIONS.

DESIGN-BUILDER will complete the project in the following timeline based on calendar days submitted to and approved by City Contract Administrator. The number of calendar days after the date which the contract has been executed.

Design & Permitting Phase	259 Calendar Days
Construction Phase	205 Calendar Days
TOTAL Project Time	464 Calendar Days

Article 4. PRECONSTRUCTION PHASE REQUIREMENTS

DESIGN-BUILDER shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the OWNER's Procurement and Contracts 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 DESIGN-BUILDER's submission to OWNER 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 seven (7) calendar days after the date of the first Notice to Proceed. Design-Builder shall have seven (7) calendar days after receipt of signed and sealed contract drawings from the Architect 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, Design-Builder 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 seven (7) calendar days of the Project Initiation Date specified in the second Notice to Proceed.

Article 5. LIQUIDATED DAMAGES

OWNER and DESIGN-BUILDER 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 "A" RFP T-12-24 and 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 DESIGN-BUILDER agree that as liquidated damages for delay (but not as a penalty) DESIGN-BUILDER shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in Article 3 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services until the Work is substantially complete. After Substantial Completion if DESIGN-BUILDER shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, DESIGN-BUILDER shall pay the OWNER three hundred dollars (\$300.00) for each day that expires after the time specified in Article 3 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

Article 6. CONTRACT PRICE

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

The total sum of the work shall not exceed one million seven hundred ninety-eight thousand dollars (\$1,798,000.00). See, EXHIBIT "A" RFP T-12-24 and EXHIBIT "B" GENERAL CONDITIONS, BID PROPOSAL attached for line-item pricing.

Article 7. PAYMENT PROCEDURES

- 7.1 DESIGN-BUILDER shall submit Applications for Payment in accordance with the EXHIBIT “A” RFP T-12-24 and EXHIBIT “B” GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in the EXHIBIT “A” RFP T-12-24 and EXHIBIT “B” GENERAL CONDITIONS.
- 7.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of DESIGN-BUILDER’S Applications for Payment as recommended by CITY, as established in the EXHIBIT “B” GENERAL CONDITIONS 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.
- 7.3 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 CITY shall determine, or OWNER may withhold, in accordance with the EXHIBIT “A” RFP T-12-24 and EXHIBIT “B” GENERAL CONDITIONS.

5% of Work completed will be withheld by OWNER as retainage.
- 7.4 Upon Substantial Completion, in an amount sufficient to increase total payments to DESIGN-BUILDER to 95% of the Contract Price, less such amounts as CITY shall determine, or OWNER may withhold, in accordance with the EXHIBIT “A” RFP T-12-24 and EXHIBIT “B” GENERAL CONDITIONS.
- 7.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the EXHIBIT “A” RFP T-12-24 and GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said EXHIBIT “A” RFP T-12-24 and EXHIBIT “B” GENERAL CONDITIONS.

Article 8. DESIGN-BUILDER’S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, DESIGN-BUILDER makes the following representations:

- 8.1 DESIGN-BUILDER 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 DESIGN-BUILDER 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 DESIGN-BUILDER is entitled to reply.

- 8.3 DESIGN-BUILDER 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 DESIGN-BUILDER 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 "A" RFP T-12-24 and EXHIBIT "B" GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by DESIGN-BUILDER for such purposes.
- 8.4 DESIGN-BUILDER 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 DESIGN-BUILDER 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 DESIGN-BUILDER 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 DESIGN-BUILDER has given CITY written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to DESIGN-BUILDER.
- 8.7 By entering into this Contract, the DESIGN-BUILDER becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors, consultants to provide an affidavit attesting that the subcontractor, consultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor, consultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the DESIGN-BUILDER, the DESIGN-BUILDER may not be awarded a public contract for a period of 3 years after the date of termination.

Article 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and DESIGN-BUILDER 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” – Request for Proposal (RFP T-12-24), including, but not limited to, RFP T-12-24, general conditions, specifications, drawings, exhibits to the RFP T-12-24, insurance requirements, any addenda issued and all documentation submitted by the DESIGN-BUILDER; including, but not limited to, DESIGN-BUILDER’s Bid Pages, DESIGN-BUILDER’s sworn statement on drug-free workplace, DESIGN-BUILDER’S insurance certificate, any documentation submitted by the DESIGN-BUILDER prior and after award in relation to the RFP and this Agreement

Exhibit “B” – EXHIBIT “B” GENERAL CONDITIONS

Exhibit “C” – Insurance Requirements

This Agreement and the exhibits listed above, including any approved amendments to the Agreement comprise the entirety of the contract documents between the OWNER and DESIGN-BUILDER. This Agreement may only be amended, modified or supplemented as provided in EXHIBIT “A” RFP T-12-24 and 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 “A” RFP T-12-24 and EXHIBIT “B” GENERAL CONDITIONS, addenda and documentation

Article 10. CONTRACT ADMINISTRATORS, NOTICES AND DEMANDS

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

If to Contractor: Kyle Dion, Director
New Line Skateparks FL, Inc.
#1,137 West Marion Ave
Edgewater, FL 32132
Office: 403-697-5990
Email: trevor@newlineskateparks.com

If to City: John Sfiropoulos, City Engineer
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-4508
Email: john.sfiropoulos@copbfl.com

Tammy Good, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-5512
Email: tammy.good@copbfl.com

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

Article 11. NOTICES AND DEMANDS

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

Article 12. MISCELLANEOUS

12.1 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.

12.2 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.

12.3 AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS.

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

12.4 AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS.

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

- B. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- C. The government of a foreign country of concern does not have a controlling interest in Entity.
- D. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- E. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- F. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- G. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- H. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- I. The undersigned is authorized to execute this affidavit on behalf of Entity.

12.5 OWNER and DESIGN-BUILDER 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.

12.6 Project Web Requirements:

- A. This project shall utilize e-Builder Enterprise (Software), a web-based project management software. OWNER shall use the Software to manage all project documents, communications and costs between the DESIGN-BUILDER and OWNER. Training will be provided for the DESIGN-BUILDER and all subcontractors, consultants that require access to the software.
- B. DESIGN-BUILDER shall conduct project controls outlined by the OWNER utilizing the Software. The designated web-based application license(s) shall be provided by the OWNER to the DESIGN-BUILDER and subcontractors, consultants. No additional software will be required.

- C. DESIGN-BUILDER shall have the responsibility for logging in to the project web site on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests and the like will be submitted in digital format via the Software.

THE REMAINDER OF 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.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: _____
GREGORY P. HARRISON, CITY MANAGER

MARK BERMAN, CITY ATTORNEY

(SEAL)

"DESIGN-BUILDER"

New Line Skateparks FL, Inc.

Witnesses:

Charita Ly
Charita Ly
(Print or Type Name)

Charli
Charlotte Thomlinson
(Print or Type Name)

By: [Signature]
Kyle Dion, Director

City of Langley
STATE OF FLORIDA
Province of British Columbia, Canada
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 15 day of November, 2024, by Kyle Dion as Director of New Line Skateparks FL, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced B.C. DL. as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA Province of B.C.
Grant Sauer
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Grant M. Sauer
Notary Public
5B - 8880 202 Street
Langley, BC V1M 4E7
604-449-9590
Permanent Appointment

Table of Contents

CONTENTS:

1. Design-Build Agreement ID #12560
2. Exhibit "A" - Solicitation & Design-Builder's Response
3. Exhibit "B" - General Terms & Conditions
4. Exhibit "C" - Insurance Requirements & Approved Insurance

EXHIBIT – A

CONTENTS:

1. Supplier Response
2. Recommended Tabulation & Selection Committee Evaluation Forms
3. Design-Builder's Proposal
4. RFP-T-12-24
5. Addendums 1 & 2
6. Online Q&A



T-12-24 Addendum 2

New Line Skateparks FL Inc

New Line Skateparks FL Inc

Supplier Response

Event Information

Number: T-12-24 Addendum 2

Title: Skatepark Design/Construction Services

Type: Request for Proposals

Issue Date: 7/2/2024

Deadline: 8/6/2024 02:00 PM (ET)

Notes: The City of Pompano Beach (City) will receive sealed proposals until **2:00:00 p.m. (local), August 6, 2024**. The City desires to receive proposals from qualified proposers for Skatepark Design/Construction Services to provide a comprehensive, turnkey scope of services from the design process through construction closeout for a regional-quality multipurpose skatepark to be located at Community Park, 1701 NE 8th Street, Pompano Beach, Florida 33060. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The solicitation documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from

the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

Contact Information

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

New Line Skateparks FL Inc Information

Contact: Everett A Tetz
 Address: 135 West Marion Avenue
 Edgewater, FL 32132
 Phone: (778) 840-9902
 Fax: (604) 530-1114
 Email: projects@newlineskateparks.com
 Web Address: www.newlineskateparks.com

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

Kyle Dion

Signature

Submitted at 8/6/2024 10:56:47 AM (ET)

kyle@newlineskateparks.com

Email

Requested Attachments

Proposal submission

New Line Skateparks - Pompano
 Beach Skatepark Design-
 Construction Services.pdf

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

Bid Attributes

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

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

Certified

2 Terms & Conditions

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

I hereby certify that: I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to The City of Pompano Beach, Florida elected officials or offered contributions for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the City of Pompano Beach, Florida. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by the General Services Manual. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this proposal are true and accurate. **Proposer agrees to complete, an unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted.**

Respond Yes

3 Acknowledgement of Addenda

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

Yes



RECOMMENDATION TABULATION

RFP #: T-12-24 Tentative Award Date*: TBD

Notified: 915 # Downloaded: 44

RFP Title: Skatepark Design/Construction Services # of Responses Rec'd: 4 # of "No Bids": 0

RFP Opening Date: August 6, 2024

Advertised Date: July 2, 2024

POSTING OF RFP RECOMMENDATION/TABULATION: RFP Recommendations and Tabulations will be posted at <https://pompanobeachfl.ionwave.net/HomePage.aspx> **AUGUST 22, 2024 @ 6:00 PM** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days during which the City is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of General Services and Procurement, 1190 NE 3rd Avenue, Building C, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City of Pompano Beach, Florida, at the time of filing the formal written protest, a bond, payable to The City of Pompano Beach, Florida (COPB), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by COPB, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(*) The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until it is approved by COPB. The meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

PRELIMINARY RECOMMENDATION TABULATION

Four (4) Proposals were received in response to the Request for Proposals (RFP) T-12-24 SKATEPARK DESIGN/CONSTRUCTION SERVICES. Proposals were evaluated by the Evaluation Committee consisting of the following four (4) Committee Members:

- Earl Bosworth
- Tammy Good
- Hector Gandia
- Scott Moore

The Committee conducted an evaluation meeting on August 19, 2024, and scored each of the proposals as follows:

Proposer	Total Score
New Line Skateparks FL, Inc.	375
Sure-Fix Handyman Services, LLC, D/B/A American Surface Engineers	373
Spohn Ranch, Inc.	299
Skateboard Supercross, LLC	266

After review of the scores, the Committee passed a motion to shortlisted two (2) firms for presentations: New Line Skatepark FL, Inc., and Sure-Fix Handyman Services, LLC., D/B/A American Surface Engineers, as allowed in Section 5.5 of the RFP.

The Committee reconvened, and reviewed the proposers' presentations, and asked their questions to the proposers. The shortlisted proposers were ranked using an ordinal system with a score of "1" assigned to the proposer deemed most qualified by the committee. The committee scores were as follows:

	New Line Skateparks FL Inc.	Sure-Fix Handyman Services, LLC dba American Surface Engineers
Earl Bosworth	1	2
Hector Gandia	1	2
Tammy Good	1	2
Scott Moore	2	1
Total	5	7

Rank **1** **2**

The committee and passed a motion to accept the scores and to recommend negotiation with New Line Skateparks FL, Inc

By: Jeffrey English
(Purchasing Agent)

Date: 08/22/2024

EVALUATION CRITERIA

RFP T-12-24

Skatepark Design/Construction Services

Proposer ASE, Platform Group, Catalyst

CATEGORY	MAXIMUM POINTS	SCORE
A. Proposer's Experience & Qualifications	35	<u>32</u>
B. Scope of Work	35	<u>31</u>
C. Cost of Services	15	<u>15</u>
D. Schedule	15	<u>12</u>
TOTAL	100	<u>90</u>

COMMENTS:

Team = ① ASE, ② Platform group ③ Catalyst Design
 3 yrs in business, combined exp. got
 Rafael ^{Dradach} - gen contractor - Pompano -
 Tito Pannato - sim projects: ^{Miami} Pensacola, Jax Bch, ^{Charleston} SC
 technical approach 2nd in rank
 ② exc community engagement schedule - too long



8/19/24

Earl F. Bosworth

Signature of Evaluator

Date

Printed Name



EVALUATION CRITERIA

RFP T-12-24

Skatepark Design/Construction Services

Proposer Newline

CATEGORY	MAXIMUM POINTS	SCORE
A. Proposer's Experience & Qualifications	35	33
B. Scope of Work	35	33
C. Cost of Services	15	14.182
D. Schedule	15	15
TOTAL	100	95.162

COMMENTS:

23+ years, 450 projects, 4 continents,
 Edgewater, FL - Keith (local eng. subcontractor)
 75 stake - references - Bonita Springs, Panama City
 Lenexa, Kansas, Norcross, GA (similar projects)
 exc presentation, methodology/schedule
 (i)



Signature of Evaluator

8/19/24

Date

EAN F. BOSWORTH

Printed Name

EVALUATION CRITERIA

RFP T-12-24

Skatepark Design/Construction Services

Proposer Skateboard Supervisory (SBSX)

CATEGORY	MAXIMUM POINTS	SCORE
A. Proposer's Experience & Qualifications	35	<u>20</u>
B. Scope of Work	35	<u>10</u>
C. Cost of Services	15	<u>14,468</u>
D. Schedule	15	<u>8</u>
TOTAL	100	<u>52,468</u>

COMMENTS:

~~SBSX~~ ^{comphy} ~~Hickory~~ Sunside, FL
 projects - Et Portal, FL Kanah, VT
 - design not as comp - inferior product
 no litigation
 Schedule - lacking detail 9 mos.
 - proposal lacking in presentation quality
 no local refs



Signature of Evaluator

8/19/24

Date

Earl F. Bosworth

Printed Name

EVALUATION CRITERIA

RFP T-12-24

Skatepark Design/Construction Services

Proposer Spohn Ranch

CATEGORY	MAXIMUM POINTS	SCORE
A. Proposer's Experience & Qualifications	35	25
B. Scope of Work	35	30 7
C. Cost of Services	15	14.166
D. Schedule	15	15 8
TOTAL	100	54.166

COMMENTS:

- Calif - ext. exper
 Miami, Gainesville, Dayton, Bch, Tampa
 spelling error in proposal
 lacked professionalism - ~~de~~
 "School of hard knocks"
 ③



Signature of Evaluator

8/19/24

Date

Earl F. Bosworth

Printed Name

EVALUATION CRITERIA

RFP T-12-24

Skatepark Design/Construction Services

Proposer SBSX

CATEGORY	MAXIMUM POINTS	SCORE
A. Proposer's Experience & Qualifications	35	<u>20</u>
B. Scope of Work	35	<u>20</u>
C. Cost of Services	15	<u>19</u>
D. Schedule	15	<u>10</u>
TOTAL	100	<u>69</u>

COMMENTS:

Package was not complete. Lacked design of project and schedule seemed too short.

No litigation, Has had experience both local and out of state. Package seemed to preliminary

to make a full determination for such a unique and costly project.

Hector R. Gandia

8-19-24

Hector R. Gandia

Signature of Evaluator

Date

Printed Name

EVALUATION CRITERIA

RFP T-12-24

Skatepark Design/Construction Services

Proposer Spohn Ranch

	CATEGORY	MAXIMUM POINTS	SCORE
A.	Proposer's Experience & Qualifications	35	<u>25</u>
B.	Scope of Work	35	<u>25</u>
C.	Cost of Services	15	<u>14</u>
D.	Schedule	15	<u>12</u>
	TOTAL	100	<u>76</u>

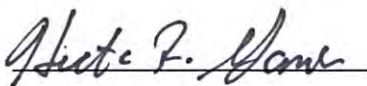
COMMENTS:

Package was not complete. Lacked design of project and some staff qualifications

was from "hard kknocks". No litigation, Has had experience both local and out of state.

Package included schedule and no litigation. Known for renowned skate parks, cost could

be high given the proposers reume.



8.19.24

Hector R. Gandia

Signature of Evaluator

Date

Printed Name

EVALUATION CRITERIA

RFP T-12-24

Skatepark Design/Construction Services

Proposer New Line Skateparks

CATEGORY	MAXIMUM POINTS	SCORE
A. Proposer's Experience & Qualifications	35	<u>34</u>
B. Scope of Work	35	<u>34</u>
C. Cost of Services	15	<u>14</u>
D. Schedule	15	<u>14</u>
TOTAL	100	<u>92</u>

COMMENTS:

Had a full presentation package that included a design, schedule, and data that was

complete. Local representation for project (Keith & Assoc.). No litigation, Has had experience

other states and north Florida.

Hector R. Gandia

3.19.24

Hector R. Gandia

Signature of Evaluator

Date

Printed Name

EVALUATION CRITERIA

RFP T-12-24

Skatepark Design/Construction Services

Proposer Platform Group

CATEGORY	MAXIMUM POINTS	SCORE
A. Proposer's Experience & Qualifications	35	<u>34</u>
B. Scope of Work	35	<u>35</u>
C. Cost of Services	15	<u>15</u>
D. Schedule	15	<u>12</u>
TOTAL	100	<u>96</u>

COMMENTS:

Had a full presentation package that included a design, schedule, and data that was

complete. Local representation for project (Pompano Beach). No litigation, Has had experience

other states and in South Florida. Project includes community driven approach and is

adaptable for City needs.

Hector R. Gandia

3-19-21

Hector R. Gandia

Signature of Evaluator

Date

Printed Name

EVALUATION CRITERIA

RFP T-12-24

Skatepark Design/Construction Services

Proposer New Line Skatepark

CATEGORY	MAXIMUM POINTS	SCORE
A. Proposer's Experience & Qualifications	35	32
B. Scope of Work	35	31
C. Cost of Services	15	15
D. Schedule	15	14.182
TOTAL	100	92.182

COMMENTS:

- expertise in world-class facilities, various wheeled sports
- modern skatepark design features, pay homage to skateboarding history
- design includes dedicated areas for different skill levels
- considered sustainable design elements
- firm in Edgewater, FL, (23) years.
- have experience designing parks in Florida, sub: Keith Team
- schedule: design: 34 weeks, construction 20 weeks Total (54) weeks

Tammy Good

8-19-2024

Tammy Good

Signature of Evaluator

Date

Printed Name

EVALUATION CRITERIA

RFP T-12-24

Skatepark Design/Construction Services

Proposer Platform Group (American Surface Engineers)

CATEGORY	MAXIMUM POINTS	SCORE
A. Proposer's Experience & Qualifications	35	<u>35</u>
B. Scope of Work	35	<u>35</u>
C. Cost of Services	15	<u>15</u>
D. Schedule	15	<u>10</u>
TOTAL	100	<u>95</u>

COMMENTS:

- centered on community engagement, in business 3+ years as firm
- design reflects the local culture and needs of Pompano Beach
- prioritize functionality and flow into design of elements
- appeal to skaters, BMX riders, spectators, ^{Schedule: 767 total days}
- integration of local art and cultural elements
- local to Pompano Beach, global experience ^{* Lead designer designed Lot 11 in Miami}
- community driven approach ~~worldwide~~, extensive technical experience

Tammy Good8-19-2024Tammy Good

Signature of Evaluator

Date

Printed Name

EVALUATION CRITERIA

RFP T-12-24

Skatepark Design/Construction Services

Proposer Skateboard Supercross (SSX)

CATEGORY	MAXIMUM POINTS	SCORE
A. Proposer's Experience & Qualifications	35	<u>25</u>
B. Scope of Work	35	<u>25</u>
C. Cost of Services	15	<u>14.468</u>
D. Schedule	15	<u>10</u>
TOTAL	100	<u>74.468</u>

COMMENTS:

- proposal incorporates unique & innovative components, cater to all skill levels
- design incorporates street and transition elements, unique obstacles
- considered spectator areas for events/competition
- in business 10 years as firm
- designed (1) park in FL, (5) parks total of similar size/complexity
- schedule: (9) months, did not consider permitting, public engagement, etc.
- no local references (out of state)

Tammy Good8-19-2024Tammy Good

Signature of Evaluator

Date

Printed Name

EVALUATION CRITERIA

RFP T-12-24

Skatepark Design/Construction Services

Proposer Spohn Ranch

CATEGORY	MAXIMUM POINTS	SCORE
A. Proposer's Experience & Qualifications	35	<u>35</u>
B. Scope of Work	35	<u>25</u>
C. Cost of Services	15	<u>15</u>
D. Schedule	15	<u>14.167</u>
TOTAL	100	<u>89.167</u>

COMMENTS:

- extensive experience creating iconic skateparks worldwide
- design approach balances creativity with practicality
- considered iconic supported elements that double as skateable features
- advanced transition and street sections Schedule: 450 days ±
9-2-24 → 12-17-25
- CA based firm, 30 years established (Lead structural eng. has no FL experience)
- multi-use areas for skateboarding, BMX, and scooters *did not provide potential concept (slope)
- no experience designing/building skate parks in Florida as a firm

Jimmy Mond

8-19-2024

Tammy Good

Lead designer worked in FL

Signature of Evaluator

Date

Printed Name

EVALUATION CRITERIA

RFP T-12-24

Skatepark Design/Construction Services

Proposer NEW LINE SKATEPARKS

CATEGORY	MAXIMUM POINTS	SCORE
A. Proposer's Experience & Qualifications	35	<u>32</u>
B. Scope of Work	35	<u>30</u>
C. Cost of Services	15	14 14
D. Schedule	15	<u>15</u>
TOTAL	100	<u>91</u>

COMMENTS:

EXPERIENCE: 23 YEARS 450 PROJECTS (C JAY SMITH GEORGIA) - SIMILAR

SCOPE: PUBLIC INPUT MEASURING THROUGHOUT (GOOD DESIGN) - SCORE

SCHEDULE: 54 WEEKS TOTAL

COST: 1,799,000.00



8.19.24

SCOTT MOORE

Signature of Evaluator

Date

Printed Name

EVALUATION CRITERIA

RFP T-12-24

Skatepark Design/Construction Services

Proposer PLATFORM GROUP

CATEGORY	MAXIMUM POINTS	SCORE
A. Proposer's Experience & Qualifications	35	<u>32</u>
B. Scope of Work	35	<u>32</u>
C. Cost of Services	15	<u>15</u>
D. Schedule	15	<u>13</u>
TOTAL	100	<u>92</u>

COMMENTS:

EXPERIENCE: LOCAL GROUP - JUNGHE FROM FLORIDA (POMPANO)

SCOPE: PUBLIC INPUT (DESIGN @ PARK) LOT 11 MIAMI

SCHEDULE: OVER 2 YEARS (767 DAYS)

COST: 1.7 MILL



8.19.24

GLOFF MOORE

Signature of Evaluator

Date

Printed Name

EVALUATION CRITERIA

RFP T-12-24

Skatepark Design/Construction Services

Proposer SKATEBOARD SUPERCROSS

	CATEGORY	MAXIMUM POINTS	SCORE
A.	Proposer's Experience & Qualifications	35	<u>25</u>
B.	Scope of Work	35	<u>25</u>
C.	Cost of Services	15	<u>11 14</u>
D.	Schedule	15	<u>10</u>
	TOTAL	100	<u>74</u>

COMMENTS:

EXPERIENCE: 10 YEARS 50 PARKS (5 PARKS REFERENCE)

SCOPE: PUBLIC MEETINGS (EL PORTAL = SIMILAR)

SCHEDULE: 9 MONTHS (NO PERMITTING) - INCOMPLETE

COST: 1.6 + CONTINGENT.



8.19.24

SCOTT MOORE

Signature of Evaluator

Date

Printed Name

EVALUATION CRITERIA

RFP T-12-24

Skatepark Design/Construction Services

Proposer STOHJ RANCH

CATEGORY	MAXIMUM POINTS	SCORE
A. Proposer's Experience & Qualifications	35	<u>30</u>
B. Scope of Work	35	<u>25</u>
C. Cost of Services	15	<u>15 14</u>
D. Schedule	15	<u>10</u>
TOTAL	100	<u>79</u>

COMMENTS:

EXPERIENCE: 30 PLUS YEARS (10 PARKS IN FLORIDA)

SCOPE: PUBLIC INPUT (PROPOSED DESIGN LACKING)

SCHEDULE: 450 DAYS TOTAL

COST: 1.8 TOTAL COST



8.9.24

Scott Moore

Signature of Evaluator

Date

Printed Name



RFP T-12-24 SKATEPARK
DESIGN/CONSTRUCTION
SERVICES



NEWLINE
SKATEPARKS

NEW LINE SKATEPARKS FL, INC
#1, 137 WEST MARION AVE, EDGEWATER FL, 32132
T 1.866.463.9546 F 604.530.1119
WWW.NEWLINESKATEPARKS.COM
INFO@NEWLINESKATEPARKS.COM

AUGUST 6th, 2024



TABLE OF CONTENTS

EXECUTIVE SUMMARY

Experience and Qualifications	1
Executive Summary (1)	
Company Profile (4)	
References (26)	
Qualifications (32)	
Litigation (56)	
Scope of Services & Performance Specifications	61
Scope and Performance Attestation RFP Form (61)	
Project Understanding (62)	
Our Approach (64)	
1. Community Consultation (64)	
2. Design Development Considerations (66)	
3. Technical Design and Working Drawings (76)	
4. Construction (77)	
5. Overall Quality Control (Schedule and Budget Control) (81)	
6. Warranty and Post Occupancy Support (82)	
7. Value-Added Services Summary (83)	
Detailed Work Plan (84)	
Sample Concept Direction / Preliminary Project Visioning (90)	
Cost of Services	102
Schedule	105
Attachments - Required Forms, Insurance and Bonding Info	Attached

RE: RFP T-12-24 - SKATEPARK DESIGN/CONSTRUCTION SERVICES

Thank you for considering our team for modern skatepark development assistance. We believe this project will be an excellent investment in the youth and families of Pompano Beach and a welcome addition to the community.

We are pleased to submit our proposal for design-build services. **New Line Skateparks FL, Inc (Lead Designer, Professional Engineer and General Contractor)** in cooperation with **Keith (Key Local Engineering Subconsultant)** is proud to offer a unique combination of focused local resources and internationally renowned skatepark development expertise capable of addressing the full suite of needs for this project, its stakeholders and the City of Pompano Beach (CPB). While our skatepark experience spans 23 + years, 4 continents and more than 450 projects, our 'heart' and focus remains in Florida, where much of our team lives, works and plays. We have been careful to monitor our company growth and workload over the last two decades and offer our full confirmation that our team has the availability, licensure/certifications, and specialized resources required to execute this special community project within the important design-build parameters outlined. In short, this project will have the full breadth of our capabilities, experience and passion!

For the project at hand, we are excited about the prospect of employing our unique skill, experience, and resources as a proven team to deliver significant efficiencies and unsurpassed quality throughout the development process. With our pioneering work on many of the world's most recognized concrete youth park facilities, coupled with our extensive skatepark design and construction experience throughout Florida, we will approach this project with exceptional understanding and a heightened ability to navigate through the community outreach process, technical issues, municipal protocol, and local construction environment. While still preserving meaningful opportunities for local suppliers to participate in non-specialty construction scopes, ***Our team will self-perform all key skatepark design, engineering and specialty concrete construction undertakings, and serve as the single point of accountability for the CPB - ensuring full design continuity and complete quality + cost control throughout all phases of the project.***

Within this RFP submission you will find detailed information about our team including our previous project experience, key staff, proposed approach and value-added offerings. We are aware of this project's unique site and community context, and are excited about the prospect of delivering a highly integrated "all wheel" skatepark environment that will truly enhance the Community Park location and serve as a celebrated destination for Pompano Beach youth, families and visitors from across the region.

Upon review of our entire submission, don't hesitate to contact us should you have any questions or comments. Our team is prepared to begin work immediately and will proceed through each project phase upon approval from CPB.

Sincerely,

Kyle Dion
 President and Primary Contact - New Line Skateparks FL, Inc
 #1, 137 West Marion Ave, Edgewater FL, 32132 (US Head Office)
 T 1.866.463.9546 F 604.530.1119
 info@newlineskateparks.com
 Support Offices: San Diego CA, Langley BC

COMPANY PROFILE





NEWLINE
SKATEPARKS

ABOUT US

Let Us Introduce Ourselves

New Line Skateparks is North America's Premier Skatepark Development Firm. With over 450 highly recognized projects around the world, we are proud to serve as one of the Nation's longest running and most experienced concrete youth park design-build teams.

Our staff (approx 75) is comprised of registered landscape architects, engineers, planning experts, and construction professionals who are passionate active skateboarders. This passion inspires us to deliver cutting edge designs and authentic finished environments that create a meaningful connection between youth and the communities in which they live.

We love what we do. When we engage a community in the development process we bring a professional, organized and fun attitude. The design journey is important and our approach is inclusive. We spare no resource to ensure youth and affected stakeholders truly become part of each project solution.



Plaza at the Forks, Winnipeg, MB

"The quality of the design is demonstrated by the international recognition the Plaza received from the skateboarding community. The Plaza at the Forks sets the bar for other cities throughout North America which are struggling to respond to similar issues."

- CSLA Jury Comments

Canadian Society of Landscape Architects
National Honor Award

Skaters for Public Skateparks
Public Space Award



What We Believe

New Line Skateparks is committed to the improvement of natural and built environments for all generations. Our goal is to promote environmental quality as a way to protect what we value in our unique region. Through listening, watching and testing ideas, we create youth park solutions that work in harmony with existing environments and ultimately lead to fully integrated places.

Skateparks are changing. The days of the stereotypical 'grey square' have long passed as a new era of concrete facility design responds to far more than purely function. When designed and constructed with strong community input and sensitivity to the surrounding context, skateparks not only become beloved destinations for local youth but celebrated public spaces for all to enjoy!

Services... The Art of Shaping Space

Master Planning and Feasibility Studies - NLS provides planning expertise to municipal governments for action sports networks as well as individual project developments. Through completing the award winning Calgary Skateboarding Amenities Strategy, as well as Skateboarding/Action Sports Master Plans for Lethbridge AB, Arlington TX, Port Coquitlam BC, and Waterloo ON, we have established a proven, transparent and credible planning process that has been widely recognized as a benchmark for our industry. Whether it be site selection, feasibility studies, fundraising programs, or long term facility development strategies, we strive to offer the best mix of qualified personnel and specialized resources for each unique planning challenge.



Callingwood Youth Park
Concept Master Plan
Edmonton, AB

Site Selection Boards
Brantford, ON

Public Consultation - NLS provides comprehensive consultation services to facilitate community input in the design of Skateparks and other progressive public spaces. As passionate skateboarders and avid park users ourselves, we know how important participation by youth and other members of the community will be to the long term success of each project. No matter what project size, we deliver a tailored program of hands-on, interactive design workshops and public presentations facilitated by principal members of our team. Outside of our scheduled meetings, youth and other stakeholders are encouraged to continue to submit written comments, sketches, pictures etc. through our specially developed custom web survey for immediate and ongoing feedback. Overall, we believe engaging the community in a meaningful way is one of the most critical aspects of any skatepark design journey and a key factor to our team's continued success.

1st design workshop - Panama City, FL
Pre-construction community info session - Seattle, WA



City of Vancouver Skateboarding Amenities Strategy

CSLA
National Honor Award



NE Community Park Skatepark
Frisco, TX

American Shotcrete Association
Outstanding Shotcrete Award

Texas Recreation and Parks Association
Excellence in Design Award





NEWLINE
SKATEPARKS

Services... The Art of Shaping Space

Design - NLS designs award winning municipal concrete skateparks and other wheeled sport environments that continually set the bar for international skatepark and pump track development. From day one, we have chosen to think outside the 'concrete square' by leading the industry in introducing a site and community-specific design approach, integrated art/sculptural installations, green/sustainable development initiatives, CPTED principles, innovative materials and aesthetic detailing, progressive lighting schemes, skateable donor recognition signage, and architecturally striking skatepark roof structures. We believe that every project and community has a unique 'story' that can be told through authentic and enduring skatepark architecture. To realize our unique designs, we take great pride in delivering photorealistic 3D facility modeling, animated project 'fly-through' experiences, and certified technical drawings to ensure complete project understanding and a thorough construction process for each park.

Construction - New Line Skateparks is one of North America's most experienced providers of large-scale municipal skatepark construction services - serving as the General Contractor on a significant portion of the 450 + designs completed by our team. Whether it be complete turnkey project solutions or specialty services/products, we are recognized as a global leader in the development of site-built concrete skatepark construction technology and techniques. Our team has also worked hard to lead the industry in cost and schedule control, safety, and concrete quality accreditation - with a guarantee of design-build budget certainty, on-time project performance, and ACI (American Concrete Institute) certified team members overseeing all shotcrete operations. Finally, New Line Skateparks has been fully bonded and insured for over 23 years and employs approximately 40 dedicated field staff leading municipal skatepark projects across the world.

American Shotcrete Association
Outstanding Shotcrete Awards

NE Community Skatepark - Frisco, TX + Norton Skatepark - Burlington, ON



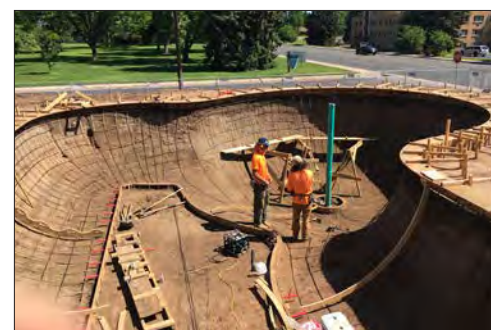
CJ Smith Skate Plaza - Newnan, GA



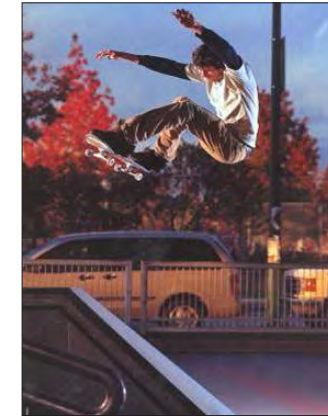
Seattle Center Skate Plaza - Seattle, WA



Bonita Springs Skatepark - Bonita Springs, FL



Centennial Park, Greeley, CO



Vancouver Skate Plaza - CSLA Regional Honour Award 🌟



Roc City Skate Plaza - Rochester, NY - American Public Works Association Excellence in Design Award 🌟



Marina Park Skate Plaza - Thunder Bay, ON - Parks and Recreation Ontario Excellence in Design Award 🌟

Youth Park Design Philosophy...

New Line Skateparks Inc. has worked extensively in the planning, design and construction of concrete skateparks, pump tracks, BMX parks, mountain bike courses and other progressive 'casual recreation' facilities. Although this emerging area of recreation is not new, the participation levels associated with inline, BMX, mountain biking and skateboarding have climbed to exceptional levels over the last 20 years.

Youth Park Design Philosophy...

The inclusion of 'Action Sports' in the planning process benefits the whole community by making children, youth and adults that participate in these activities feel valued. Developing a youth park strategy that includes action sports programs and facilities will introduce new experiences and challenges for a broad demographic that is often difficult to engage and/or overlooked in community parks planning.

Youth Park Design Philosophy...

Developing a successful youth park design requires a consultant to think and act in a way that respects the desires of future park users. This respect must be balanced with an understanding of construction tolerances, safety standards, community needs, security, and budget. NLS has a diverse and qualified staff who consistently seek new ways to achieve the expectations of the target user group while setting realistic goals, limits and deadlines.



LICENSURE INFORMATION



General Contractor License
License #: GC1513874
Licensed Since: 2017
License Expiry: Aug 31, 2024

PAGE INTENTIONALLY LEFT BLANK

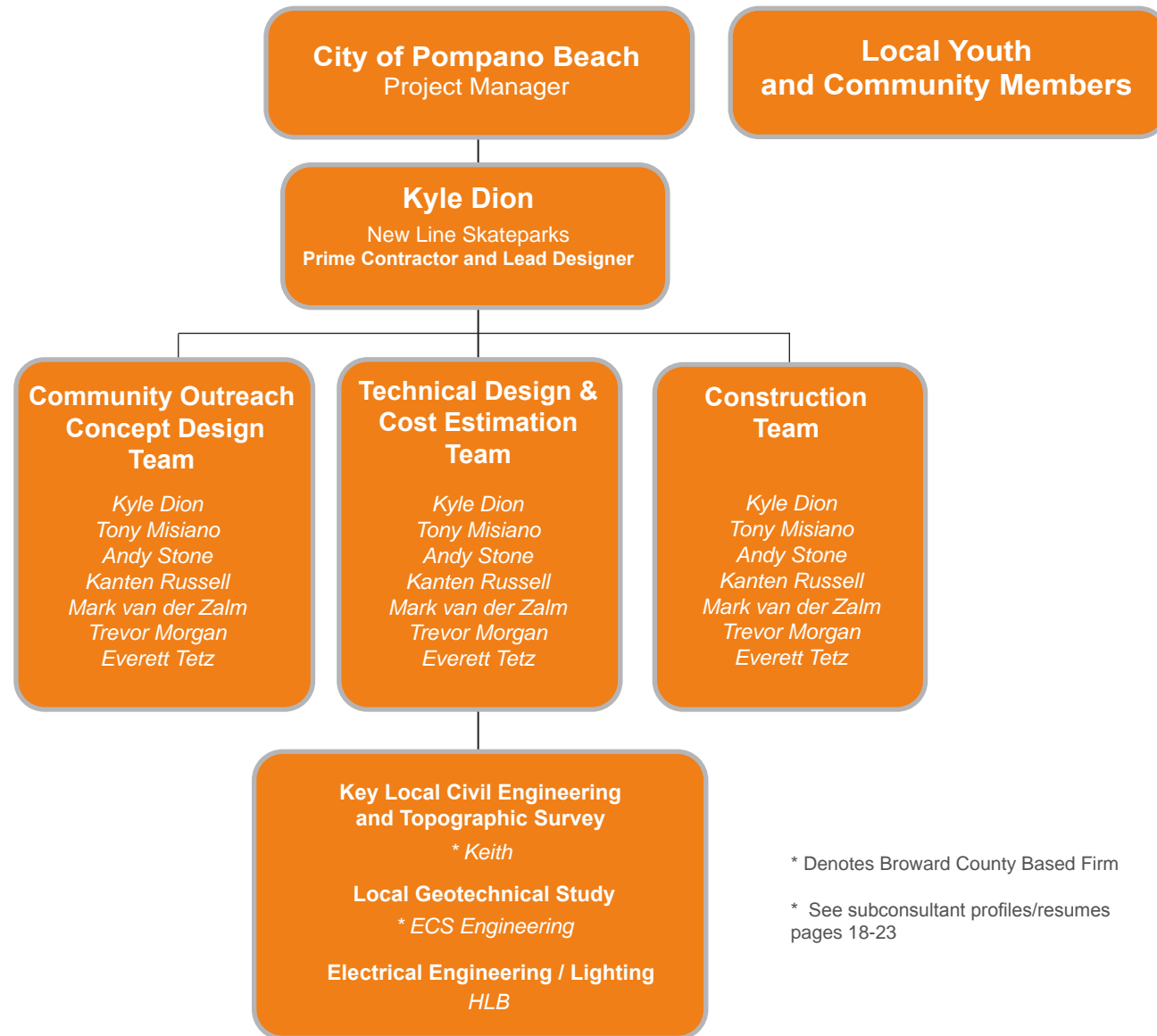


Florida Engineering License
(Andrew Stone - Staff Engineer)
License #: 96794
License Expiry: July 7, 2025



TEAM ORGANIZATION AND KEY PROJECT STAFF

At New Line Skateparks we understand the part that 'local' plays in developing livable and lively communities. At the same time we understand the value of using cutting edge designers with international experience and recognition. Thus, we have assembled a carefully selected multi-disciplinary team of passionate professionals with both world-class credentials and unparalleled local resources. .



KYLE DION (40% TIME COMMITMENT)
President and Project Director



Mr. Dion is the founder and president of New Line Skateparks Inc. and will direct all action for the project at hand. He is a seasoned active skateboarder and father of 5 who has tirelessly dedicated himself to the promotion of skateboarding/action sports across North America and throughout the world. Kyle is also a current executive board member of CASA (which coordinated CDN skateboarding's debut in the 2021 Olympic Games in conjunction with the International Olympic Committee) and has provided his professional consulting and construction services for over 450 high profile municipal skateparks across the United States, Canada, Europe, and Australia. In addition to receiving numerous recognitions for his work (including the esteemed Canadian Society of Landscape Architects National Honour Award), Mr. Dion is regularly featured in international media publications for his unique community recreation contributions.

PROFESSIONAL EXPERIENCE

New Line Skateparks
Edgewater, FL
President / Principal Designer
2001 - Present

Puzzled Skate Movement
Maple Ridge, BC
President
1997 - 2001

City of Maple Ridge
Maple Ridge, BC
Youth Program Specialist
1994 - 1997

Luxton Designs
Perth, Australia
Project Manager
1990 - 1994

PROFESSIONAL AFFILIATIONS

American Shotcrete Association

Skateboard Canada
(Board Member)

PROFESSIONAL AWARDS

- CSLA - Regional Honor Award - Vancouver Skate Plaza
- CSLA - National Honor Award - Plaza at the Forks
- Skaters for Public Skateparks - Public Space Award - Plaza at the Forks
- Parks and Recreation Ontario - Excellence in Design Award
- Texas Recreation and Parks Society - Excellence in Design Award
- CSLA National Citation - Calgary Skateboarding Amenities Strategy
- American Shotcrete Association - Outstanding Shotcrete Award

PROJECT EXPERIENCE

(project values \$300,000 - \$4 Million)

- Frank Brown Park Skatepark - Panama City Beach, FL (Current)
- Downtown Panama City Skatepark - Panama City, FL
- Bonita Springs Skatepark - Bonita Springs, FL
- Helen McCall Skatepark - Walton County, FL
- Topaz Skatepark and Bike Park - Victoria, BC
- C Jay Smith Skate Plaza and Pump Track - Newnan, GA
- Rolling Magic Skatepark - Lenexa, KS
- CityWalk Skatepark - Birmingham, AL
- Creston Skatepark - Creston, BC (2019)
- Plaza at the Forks - Winnipeg, MB
- Calgary Skateboarding Amenities Strategy - Calgary, AB
- Banff National Park Skatepark - Banff, AB
- Kensington Skatepark - Vancouver, BC
- Seattle Center Skatepark - Seattle, WA
- Lafayette Skate Plaza - Los Angeles, CA
- SOMA Skate Plaza - San Francisco, CA
- House Park Skate/BMX Park - Austin, TX

Additional Project Experience Listing Available Upon Request

As Prime Contractor and Lead Designer, New Line Skateparks will direct all project action and self-perform all specialized skatepark community consultation, certified design and complex concrete and steel construction works. All remaining non skatepark-specialized construction scopes such as bulk earthworks, finishing landscaping, etc will be executed under our direction by reputable local Pompano Beach area contractors. Similarly, all major materials (sub base aggregate, concrete, rebar, lumber, etc.) will also be sourced locally through an internal RFP process. These materials and non skatepark-specific scopes will also serve as strong opportunities for In-Kind Donations (should the Owner be interested in pursuing).

The effectiveness of our core team and design-build organizational structure has been proven and enhanced over 450 projects throughout Florida and across North America. Orderly internal communication, coordination of activities, and our distribution of key project information will be informed by our 23 + years of municipal design-build project management experience and general compliance with ISO 9001 quality assurance measures. Subcontractors/Subconsultants will have clearly defined scopes of work + contracts and will be vetted for final approval with the CPB prior to engagement.



TONY MISIANO (70% TIME COMMITMENT)
Construction Superintendent



ANDY STONE PENG (35% TIME COMMITMENT)
Project Engineer



Living in Edgewater FL, Tony Misiano is high-level skateboarder and construction superintendent with over 20 years of successful concrete skatepark development experience across the United States. Tony personally oversees all cost estimation and construction operations from first shovel through to grand opening to ensure full continuity and quality control through each phase of development. Tony is an ACI Certified Shotcrete Nozzlemen, a licensed General Contractor, COR Safety and ISO 90001 compliance trained, and will serve as lead estimator and construction manager for the project at hand.



Andy brings nearly 20 years of experience as a senior civil engineer (Florida License 96794) and project manager specializing in land development, infrastructure rehabilitation, water distribution and LID storm water management systems for public sector projects - including over 40 municipal skatepark developments across North America. With a strong project management background, Andy enjoys staying directly involved with the client and project stakeholders as well as technical design leads from all other professional disciplines contributing to the design. Andy was also a professional skateboarder from 1993 to 1999, during which he traveled the world competing and performing demonstrations as well as helping manage a team, assist in art direction, and overseeing production of advertising and board graphics. Andy will serve as lead engineer for the project at hand.

PROFESSIONAL EXPERIENCE

Newline Skateparks
Edgewater, FL
Superintendent, US Construction
General Contractor CGC1513874
July 2017 – Present

Misiano Skateparks
New Smyrna Beach/Edgewater, FL
President and Founder
General Contractor CGC1513874
Designer and Builder Over 50
Skateparks in 10 States
July 2007 – July 2017

New Smyrna Beach Skatepark Committee
New Smyrna Beach, FL
Member of Non-profit Organization
Winner Volusia County Echo Grant
Winner Tony Hawk Foundation Grant
December 2005 – August 2008

Traveling Professional Skateboarder
New York, NY – home base
Tokyo, Seoul, 28 of 50 US States
January 99 – December 2005

Concrete Foreman
110 Liberty Street, LLC
New York, NY – Ground Zero
Concrete Construction and Carpentry
January 2002-July 2003

EDUCATION

University of Central Florida
BA Arts Administration 1994

Second Studio, NY, NY
Method Acting Conservatory 2000-2003

Certified General Contractor
CGC1513874 Florida, July 2007

PROJECT EXPERIENCE

(project values \$300,000 - \$4 Million)

Frank Brown Park Skatepark - Panama City Beach, FL (Current)
Downtown Panama City Skatepark - Panama City, FL
Bonita Springs Skatepark - Bonita Springs, FL
Helen McCall Skatepark - Walton County, FL
C Jay Smith Skate Plaza and Pump Track - Newnan, GA
Rolling Magic Skatepark - Lenexa, KS
CityWalk Skatepark - Birmingham, AL
LaGrange Skatepark, LaGrange, GA
Sandwich Skatepark, Sandwich, MA
Whistlestop Skatepark, Whistlestop, FL
Colin's Dream Park, Orange City, FL
Stratford Skatepark, Stratford, Ontario
Banff Skatepark, Banff, Alberta
Albany's Washington Park Skatepark, Albany, NY
Raymondville Skatepark, Raymondville, TX
Los Fresnos Skatepark, Los Fresnos, TX
Youth Activities Skatepark, O'Fallon, MO
Nyack Memorial Skatepark, Nyack, NY
Charles R. Woods Skatepark, Lake George, NY
Ronald Reagan Skatepark, Lawrenceville, GA
Nova Community Skatepark, Ormond Beach, FL
Bayhead Action Skatepark, Largo, FL
Procko Park Skatepark, Branford, FL
New Richmond Skatepark, New Richmond, WI
Buena Vista Skatepark, Buena Vista, CO
Scituate Skatepark, Scituate, MA
Ian Tilmann Memorial Skatepark, Safety Harbor, FL

Additional Project Experience Listing Available Upon Request

EDUCATION

**BS Civil, Environmental and
Infrastructure and Engineering**
George Mason University
Fairfax, Virginia

CERTIFICATIONS

Certified Pipeline, Manhole, and Lateral
Assessment Certification

National Association of Sewer Service
Companies (NASSCO), 2016

Inspector Training Certification Program
for Manhole Rehabilitation,
NASSCO, 2013

30-Hour Construction Safety
OSHA, 2013

First Aid / CPR, American Heart
Association, 2018

SKATEPARK PROJECT EXPERIENCE

(project values \$300,000 - \$4 Million)

Frank Brown Park Skatepark - Panama City Beach, FL (Current)
Rolling Magic Skatepark - Lenexa, KS
Bonita Springs Skatepark - Bonita Springs, FL
Barrhead Skatepark + Pump Track - Barrhead, AB
Fernie Skatepark Redevelopment (2023) - Ferine, BC
Spruce Grove Skatepark Redevelopment (2023) - Spruce Grove, AB
Arvada Skate Park, Arvada, Colorado
Etnies Skate Park, Lake Forest, California
Erie Community Skatepark, Erie, Colorado
Maloof Skate Park, Washington, DC
Oldsmar BMX Track, Oldsmar, Florida
Oakland Skate Park, Oakland, California

INFRASTRUCTURE PROJECT EXPERIENCE

Sanitary Sewer Collection Beach Interceptor Trenchless Technology
Improvements, Laguna Beach, CA
National Zoological Park – Asia Trail Project, Smithsonian Institution, Washington,
DC Water System Improvement Project, Aurora Water, Aurora, CO
Manhole Rehabilitation Project, South Adams County, CO
Sanitary Sewer Collection System Rehabilitation, Aurora, CO
Infrastructure Rehabilitation – Miller Coors Brewery, Golden, CO
Adams County Government Center, Brighton, CO

Additional Project Experience Listing Available Upon Request



KANTEN RUSSELL (70% TIME COMMITMENT)
Sr Skatepark Designer and Design Project Manager



Kanten is a globally recognized professional skateboarder with over 14 years of international experience endorsing his pro model shoes and signature skateboards. Kanten worked for the City of Chula Vista in the engineering/surveying department followed by a decade in the architectural design world serving as a skatepark development consultant. Since turning to design, Kanten has spent the last 13 years utilizing his knowledge of action sports on over 260 municipal youth park facilities, including skateparks, urban plazas, and progressive pump tracks. Kanten's specialized technical expertise is uniquely informed by his experience on the professional skateboard circuit as well as being a father of 3 girls - resulting in creative material and surface choices as well as compelling variations in flow and complexity of obstacles. Kanten has been with New Line Skateparks since 2018 and will serve as lead terrain designer for the project at hand.

EDUCATION

AS, Engineering Survey & CAD Design, Cuyamaca College, San Diego, California

AWARDS

2018 ASLA New York Upstate Chapter Merit Award, Planning and Analysis (Rochester Urban Skate Park)

2017 American Public Works Association (APWA) Southern California Chapter, Creative & Innovative under 50,000 ft2 (Manhattan Beach Skate Park)

2016 California Parks & Recreation Society Award (CPRS) District 12, Best New Facility (Encinitas Community Plaza and Skate Plaza)

2014 California Park & Recreation Society Award of Excellence, Alga Norte Community Park (Skate Park)

2014 American Public Works Association - San Diego & Imperial Counties Chapter Public Works Project of the Year (Alga Norte Community Park (Skate Park))

PROJECT EXPERIENCE

(project values \$300,000 - \$4 Million)

Frank Brown Park Skatepark - Panama City Beach, FL (Current)
Downtown Panama City Skatepark - Panama City, FL
Bonita Springs Skatepark - Bonita Springs, FL
Helen McCall Skatepark - Walton County, FL
Topaz Skatepark and Bike Park - Victoria, BC
C Jay Smith Skate Plaza and Pump Track - Newnan, GA
Rolling Magic Skatepark - Lenexa, KS
CityWalk Skatepark - Birmingham, AL
Ypsilanti Skatepark, Ypsilanti, Michigan, (2019)
Rochester Urban Skate Park, Rochester, NY (2019)
Reservation Road Skate Park, Boston, MA (2019)
Washington Park Skate Park, Albany, NY (2013)
Nyack Skate Park, Nyack, NY (2015)
Faber Skate Park, Staten Island, NY (2015)
Lynch Family Skate Park, Cambridge, MA (2015)
Holyoke Skate Park, Holyoke, MA (2013)
Skate Corridor & Pump Track at Smith Playground, Boston, MA (2018)
Sandwich Skate Park, Sandwich, MA (2019)
Encinitas Community Park Skate Plaza, Encinitas, CA (2015)
City Heights Skate Park, San Diego, CA (2018)
Eagan Skate Park, Eagan, MN (2018)
Watermark Skate Park, Lethbridge, AB (2018)
Dunnville Skate Park, Haldimand County, ON (2015)
Caledonia Skate Park, Haldimand County, ON (2015)
The Station at Gulfton Park, Houston, TX (2017)
Appleton Skate Park at Telulah Park, Appleton, WI (2013/2017)
Goodman Skate Park, Madison, WI (2015)
Lake Geneva Wheel Plaza, Lake Geneva, WI (2012)
Heritage Skate Plaza, St. Cloud, MN (2011)
T.J. O'Grady Memorial Skate Park Bowl Phase, Acton, MA (2018)

Additional Project Experience Listing Available Upon Request



MARK VAN DER ZALM LEED AP, ASLA, (30% TIME COMMITMENT)
Principal Landscape Architect



Mr. van der Zalm is the serves as the principal landscape architect for our team. His duties will include liaising with the client, stakeholders and the public as well as certified design development and project management. Mr. van der Zalm is a registered member of both the American and Canadian Society of Landscape Architects and has been the recipient of Regional and National Honor awards for his work across North America and Europe. He holds a masters degree in landscape architecture and environmental planning with design expertise centered on parks and recreation development and urban design. Mark has served as landscape architect on over 300 of the continent's most recognized concrete youth/skateparks and is a frequent presenter on youth park development across the globe.

EDUCATION

Masters of Landscape Architecture and Environmental Planning Degree
Utah State University

PROFESSIONAL AFFILIATIONS

RLA Texas
RLA Florida
RLA Colorado
RLA Kansas
RLA Oregon
RLA Michigan
RLA Georgia
LEED AP
ASLA

PROFESSIONAL EXPERIENCE

New Line Skateparks
Langley, BC / Edgewater, FL
Principal Landscape Architect
2001- Present

VDZ + associates inc.
Vancouver, BC
Principal
2000 - Present

DMG Landscape Architects
Burnaby, BC
Associate
1996 - 1998

Diseno Pasajista
Porto Veijo, Ecuador
Sr. Design Associate - Summer Exchange Program

PROFESSIONAL AWARDS

CSLA - Regional Honor Award - Vancouver Skate Plaza
CSLA - National Honor Award - Plaza at the Forks
Skaters for Public Skateparks - Public Space Award - Plaza at the Forks
Parks and Recreation Ontario - Excellence in Design Award
Texas Recreation and Parks Society - Excellence in Design Award
CSLA National Citation - Calgary Skateboarding Amenities Strategy
American Shotcrete Association - Outstanding Shotcrete Award

PROJECT EXPERIENCE

(project values \$300,000 - \$4 Million)

Frank Brown Park Skatepark - Panama City Beach, FL (Current)
Downtown Panama City Skatepark - Panama City, FL
Bonita Springs Skatepark - Bonita Springs, FL
Topaz Skatepark and Bike Park - Victoria, BC
C Jay Smith Skate Plaza and Pump Track - Newnan, GA
Rolling Magic Skatepark - Lenexa, KS
CityWalk Skatepark - Birmingham, AL
Helen McCall Skatepark - Walton County, FL
Plaza at the Forks - Winnipeg, MB
Calgary Skateboarding Amenities Strategy - Calgary, AB
Banff National Park Skatepark - Banff, AB
Lake Wilcox Youth Park - Richmond Hill, ON
Gellert Community Skatepark - Halton Hills, ON
Vancouver Skate Plaza - Vancouver, BC
Chuck Bailey Youth Park - Surrey, BC
Seattle Center Skatepark - Seattle, WA
Kensington Skatepark - Vancouver, BC
Melfort Skatepark - Melfort, SK
Chinook Winds Skatepark - Airdrie, AB
Station One Skate Plaza - Saint John, NB
Fredericton Downtown All Wheel Plaza - Fredericton, NB

Additional Project Experience Listing Available Upon Request



TREVOR MORGAN BComm (40% TIME COMMITMENT)
Vice President / Facility Development Strategy



Mr. Morgan is an active skateboarder with over 22 years of large-scale municipal project development experience. His dedicated work has contributed to the creation of over 250 highly recognized ongoing youth organizations, public skateparks, and emerging sport programs across Canada, the United States, Europe and South America. Mr. Morgan is also an internationally respected speaker on the subject of municipal youth park / wheeled sports facility planning - presenting on a regular basis to State planning and recreation organizations across North America. Trevor will serve as co-principal for the project at hand - focusing on overall facility development strategy, design-build process continuity and public consultation.

PROFESSIONAL EXPERIENCE

New Line Skateparks
Langley BC
Vice President
2005 - Present

Newell Industries
Mississauga, ON
Key Account Manager
2003 - 2004

City of Calgary
Calgary, AB
Skatepark Specialist
1998 - 2003

EDUCATION

Bachelor of Commerce
University of Calgary
Calgary, AB, 2003

PROFESSIONAL AFFILIATIONS

American Shotcrete Association

Alberta Recreation and
Parks Association (Corp Member)

PROFESSIONAL AWARDS

Eaton Foundation Academic Scholarship - 2002
Avenue Magazine Top 40 Under 40 - 2011
CSLA - National Honor Award - Plaza at the Forks
Skaters for Public Skateparks - Public Space Award - Plaza at the Forks
Parks and Recreation Ontario - Excellence in Design Award
Texas Recreation and Parks Society - Excellence in Design Award
CSLA National Citation - Calgary Skateboarding Amenities Strategy
American Shotcrete Association - Outstanding Shotcrete Project Award

PROJECT EXPERIENCE

(project values \$300,000 - \$4 Million)

Frank Brown Park Skatepark - Panama City Beach, FL (Current)
Downtown Panama City Skaepark - Panama City, FL
Bonita Springs Skatepark - Bonita Springs, FL
Topaz Skatepark and Bike Park - Victoria, BC
C Jay Smith Skate Plaza and Pump Track - Newnan, GA
Rolling Magic Skatepark - Lenexa, KS
CityWalk Skatepark - Birmingham, AL
Vic West Skatepark Expansion - Victoria, BC
Barrhead Skatepark + Pump Track - Barrhead, AB
Calgary Skateboarding Amenities Strategy - Calgary, AB
Banff National Park Skatepark - Banff, AB
Fernie Skatepark Redevelopment (2023 - Fernie, BC)
Creston Skatepark - Creston, BC (2019)
Plaza at the Forks - Winnipeg, MB
Vancouver Skate Plaza - Vancouver, BC
Chuck Bailey Youth Park - Surrey, BC
Queensborough All-Wheel Park - New Westminster, BC
Kensington Skatepark - Vancouver, BC
Seattle Center Skatepark - Seattle, WA
South Kitsap Skatepark - Port Orchard, WA
Lafayette Skate Plaza - Los Angeles, CA
SOMA Skate Plaza - San Francisco, CA
House Park Skate/BMX Park - Austin, TX
Umea Skatepark - Umea Sweden

Additional Project Experience Listing Available Upon Request



EVERETT TETZ (35% TIME COMMITMENT)
Community Outreach and Programming



EDUCATION

University of Calgary 2014-2017
Interdisciplinary Master's in Education

University of Alberta 2009
Bachelor of Education
(with distinction)

PROFESSIONAL EXPERIENCE

New Line Skateparks
Langley BC
Manager of Community Outreach
2017 - Present

Academy Skateboard Collective
North America
Founder and Director
2013 - Present

Skateistan Canada
Treasurer for Canadian
Fundraising Entity
2019-Present

Red Deer Public Schools
Red Deer, Alberta
Vice Principal / Teacher
2014 - 2017

Red Deer Public Schools
Red Deer, Alberta
School Counsellor / Teacher
2011-2014

Everett Tetz is a former Vice Principal of the Red Deer Public School district. He has a breadth of experience working with youth and was an active member of the provincial Diversity, Equity and Human Rights committee for several years. Everett has a passion for re-thinking the way we connect with youth and believes that their involvement in education and community needs to be meaningful and authentic. In 2013, Everett created Skate Class - a school based skateboarding program that is the first of its kind in North America with it's own locally approved curriculum. Everett has since launched a non-profit organization that seeks to connect marginalized populations to their communities by providing mentorship, training, and support, through skateboard programming and outreach. Everett is eager to connect with communities across Florida interested in involving youth, community agencies and other stakeholders in the planning, designing and construction of custom skatepark facilities and exploring a variety of programming opportunities. **As a valued-added service for the project at hand, Everett will be available to meet with local programmers and share the Skate Class curriculum, and assist the CPB with exploring the creation of other sustainable/ongoing, community-driven skatepark programming initiatives.**

PROJECT EXPERIENCE

(project values \$300,000 - \$4 Million)

Frank Brown Park Skatepark - Panama City Beach, FL (Current) Downtown
Panama City Skaepark - Panama City, FL
Bonita Springs Skatepark - Bonita Springs, FL
Topaz Skatepark and Bike Park - Victoria, BC
C Jay Smith Skate Plaza and Pump Track - Newnan, GA
Rolling Magic Skatepark - Lenexa, KS
CityWalk Skatepark - Birmingham, AL
Qualicum Beach Skatepark Redevelopment (Current)
Topaz Skatepark and Bike Park - Victoria, BC (2021)
Westshore Skatepark (2022)
Tofino Skatepark Refurbishment (2020)
Vic West Skatepark Expansion - Victoria, BC
Fernie Skatepark Redevelopment (2023) - Fernie, BC
Spruce Grove Skatepark Redevelopment (2023) - Spruce Grove, AB
CitySkate (Vancouver Skateboard Amenities Strategy), (2022)
Fire Station Skate Plaza, Fort Worth, TX (2023)
Ypsilanti Skatepark, Ypsilanti, Michigan
CityWalk Skatepark, Birmingham AL
Calgary Skateboarding Amenities Strategy - Calgary, AB
Banff National Park Skatepark - Banff, AB
Lake Wilcox Youth Park - Richmond Hill, ON
Gellert Community Skatepark - Halton Hills, ON

Additional Project Experience Listing Available Upon Request



THOMAS GREEN, PE
Director of Municipal Services



PROFILE

Thomas Green, PE, brings 21 years of experience as a civil engineer, senior project manager, and capital improvement program manager. Tom has performed for both public and private clients as an esteemed colleague and as a valued consultant and advisor. As Project Manager, Lead Engineer, and team leader, Tom has successfully managed multi-million dollar projects throughout South Florida and the Caribbean. In addition to his skills gleaned from years of navigating municipal board rooms, he has a highly diversified depth of experience with the on-the-ground details of complex development projects keeping them on scope, schedule, and under budget. Tom is proficient in state-of-the-art technologies such as AutoCAD, Land Desktop, ICPR, Microsoft Project, and ProLog construction management software.

RELEVANT PROJECT EXPERIENCE

City of Parkland 36-Acre Park, Parkland, FL: Principal-in-Charge. KEITH, under its continuing services agreement with the City of Parkland, is assisting the Client in producing a plat for Beasley Park approximately 35.4 acres. KEITH is providing services to the Client including survey and planning. The KEITH Team is assisting the Client in boundary survey, plat application, post-plat recordation, and plat processing. The completed project will help build the foundation for future improvements to this community park.

Terramar Park Fence and Dugout Replacement, Parkland, FL: Project Manager. As part of KEITH's continuing services contract with the City of Parkland, KEITH was tasked to provide civil engineering services including construction documents, paving, grading, and drainage plans, erosion control plans, a demotion plan, and permitting, bidding, and selection assistance. Construction/Program Management services include construction observation for engineering certification, shop drawing reviews, periodic site visits, as-built review, and final inspections.

DC Alexander Park, Fort Lauderdale, FL: Civil Engineer. KEITH is assisting the Client in developing a KEITH Life/KEITH Play/KEITH Campus project that includes the visioning and redevelopment of an oceanfront park nestled in a unique 1+ acre spot on Fort Lauderdale's beachfront near the Fort Lauderdale Aquatic Center and International Swimming Hall of Fame. KEITH is providing services to the Client including survey/SUE, planning, civil and traffic engineering, landscape architecture, and construction observation. The KEITH Team assisted the Client with public engagement, turtle-compliant lighting, carefully planned stormwater infrastructure, shoreline habitat analysis, and practical and creative applications of stormwater mitigation practices resulting in a design that reflects and embraces the social and economic needs of the community. This award-winning project through its context - historic and present, its users, and the needs of the community - balances 'design for people' and 'design with nature' and is a testament to the value of comprehensive research, exploration, and analysis phases.

Pine Trails Park Playground and Field Improvements, Parkland, FL: Civil Engineer. KEITH, under our continuing services agreement with the City, assisted the Client in developing a KEITH Play project that included the revitalization of Pine Trails Park Playground and Field. KEITH provided full services to the Client including geospatial and civil engineering, landscape architecture, and construction management. The KEITH Team assisted the Client in revitalizing this highly-popular park for the City of Parkland residents and visitors including upgrades of turf surfacing, poured-in-place rubber, drainage improvements, topography and tree surveys, drainage, hardscape and paving, fine grading, landscape design, site lighting, specialty features, permitting, bidding assistance, and construction observation.

EDUCATION

2003
B.S., Civil Engineering
University of Florida

YEARS OF EXPERIENCE

Industry: 21 years
KEITH: 2 years

PROFESSIONAL REGISTRATIONS

67558, Professional Engineer,
Florida



NILES WARRICK, PE, CFM, ENV SP
Project Manager II



PROFILE

Niles Warrick is an emerging engineering professional gaining experience in civil design projects including water, sewer, and drainage systems. In addition, Niles has municipal, county, and state-wide permitting experience including performing permit reviews for multiple municipal and county entities. He has demonstrated his various abilities and qualifications as an engineer including utility design using AutoCAD Civil 3D and stormwater modeling using Storm Water Management Models.

RELEVANT PROJECT EXPERIENCE

Vincent Torres Memorial Park Project, Lauderdale Lakes, FL: Civil Engineer. This design-build improvements project for Vincent Torres Memorial Park is located in the City of Lauderdale Lakes. As subconsultant, KEITH was tasked to provide design of a new pavilion, complete with restrooms, picnic tables, and benches, as well as a new water splash pad, a concrete foot trail, fence replacements at the tennis and basketball courts, and removal and replacement of a dry retention pond. KEITH services included planning, civil engineering, and construction management.

Youth Sports Complex, Pompano Beach, FL: Civil Engineer. KEITH assisted the Client in the development of this KEITH Play project that includes several multi-purpose pitches, clubhouse with concessions, restrooms, storage, offices, landscaped walking paths, preservation of several mature canopy trees to provide a park experience that affords ample shade, and a 180-space parking lot in the 10-acre complex. KEITH, as prime consultant, provided full services to the Client throughout all design phases including public outreach, planning, design development and site plan approval, and ultimately permitting and construction observation. This brand-new park in the City's portfolio was designed to be a year-round destination for the community it serves.

North Pompano Park Improvements, Pompano Beach, FL: Civil Engineer. KEITH assisted the Client in developing a KEITH Play project that includes several multi-purpose sports fields, concession stands, restrooms, sports and site lighting, walking paths, parking, dog park, and artificial turf and natural sod enhancements at the 20-acre site. KEITH, utilizing a multi-disciplinary team, provided full services to the Client including civil engineering, survey/SUE, landscape architecture, planning, arborist services, tree disposition, and construction management from the early planning stages. The completed improvements continue to provide an activity destination for the community.

International Swimming Hall of Fame (ISHOF), Fort Lauderdale, FL: Civil Engineer. Niles was charged with plan development including water, sewer, and PGD design and calculations for the significant redevelopment of the ISHOF. Niles was also responsible for obtaining the required permits from city, county, and state agencies, along with the provision of construction administration services. KEITH, as subconsultant, assisted the Client in developing a KEITH Life/KEITH Play project including the demolition of the existing Swimming Hall of Fame building and construction of a new, 6-story building to include a museum, office space, a restaurant, and a 5-story east building to include retail, additional office space, and a second restaurant. KEITH provided services to the Client including civil and traffic engineering, planning, survey/SUE, landscape architecture, and construction program management. The completed development has provided a landmark destination for visiting sport enthusiasts and the community.

EDUCATION

2018
B.S., Civil Engineering
University of Central Florida

YEARS OF EXPERIENCE

Industry: 6 years
KEITH: 6 years

PROFESSIONAL REGISTRATIONS

94320, Professional Engineer,
Florida

Certified Floodplain Manager US-
22-12358

Envision Sustainability Professional
PROFESSIONAL AFFILIATIONS

DAVID SPANGLER, PE

CHIEF ENGINEER/SUBSIDIARY DIRECTOR OF GEOTECHNICAL SERVICES



PROFESSIONAL PROFILE

Mr. David Spangler, PE has managed hundreds of geotechnical investigations throughout Florida and the Southeast with 25 years of technical and management experience. His areas of expertise include geotechnical design and construction of shallow and deep foundations for low- and high-rise buildings, housing developments, bridges and roadways, stormwater management facilities, marine facilities, dikes, cofferdams, piers, docks, pipelines, wharves, and other soil retaining structures. Additionally, Mr. Spangler has performed and managed many construction materials testing projects.

PROJECT EXPERIENCE

- Bartram Park Canoe Launch, St. Johns, FL
- Creekside Lake Park, St. Augustine, FL
- Everbank Amphitheater - Underdrain Evaluation, Jacksonville, FL
- EverBank Amphitheater and Covered Flex Field, Duval County, FL
- Fernandina Marina Dredge Material Fernandina Beach, FL
- FSDB Score Board Relocation, St. Augustine, FL
- Parking Lot J Soil and GW Testing, Duval County, FL
- PVC Bulkhead, Ponte Vedra Beach, FL
- QSR Alachua, Alachua, FL
- Sawgrass Country Club Cart Bridges, Ponte Vedra Beach, FL
- The Golf Plaza, Alachua, FL
- Twenty Mile Village Phase 5 Preliminary Boardwalk, Ponte Vedra Beach, FL
- Crosswater Amenity Center, Ponte Vedra, FL
- CSX Resort Retreat Center - St. Johns River, Satsuma, FL
- Daily's Place Amphitheater - BOH Floor Slab Evaluation, Jacksonville, FL
- FAMU - Student Housing Building, Tallahassee, FL
- FAMU Dining Hall - CMT, Tallahassee, FL
- FAMU Dining Hall Preconstruction, Tallahassee, FL
- Jacksonville Jaguars Training Facility & Amphitheater Jacksonville, FL
- JU OCEARCH, Jacksonville, FL
- Large Mammal Habitat, Hillard, FL
- Spa at Old Ponte Vedra Cabana Beach Country Club, Ponte Vedra Beach, FL
- Ocean House, Ponte Vedra Beach, FL
- Osprey Ridge Road Extension, Jacksonville, FL
- Ponte Vedra Inn & Club, Ponte Vedra Beach, FL
- Ponte Vedra Inn and Club Golf Course Bulkheads, Ponte Vedra Beach, FL

REGISTRATIONS/AFFILIATIONS

Professional Engineer: FL, GA
Florida Engineering Society (FES)

CERTIFICATIONS

OSHA 10 Hour Outreach Training
Program - Construction

EDUCATION

Bachelor of Science, 1997,
Civil Engineering, Florida State
University, Tallahassee, FL

EXPERIENCE

Industry: 25 Years
ECS: 16 Years

GUSTAVO LANGONI, PE

GEOTECHNICAL DEPARTMENT MANAGER



PROFESSIONAL PROFILE

Mr. Gustavo Langoni, PE is the Geotechnical Department Manager for ECS. He is responsible for managing the coordination, planning and analysis of geotechnical and materials testing projects. Additionally, Mr. Langoni manages subsurface explorations and preparation of geotechnical engineering study reports for a variety of projects, as well as project management of construction materials testing projects. Projects include commercial, residential, public schools and other government buildings, high-rise structures, stormwater structures, transportation projects, retaining walls, below grade walls, underslab drainage design, and both shallow and deep foundations.

REGISTRATIONS

Professional Engineer: FL

EDUCATION

Master of Science, 2002,
Geotechnical Engineering
Florida State University
Tallahassee, FL

Bachelor of Science, 2001,
Civil & Environmental Engineering
Florida State University
Tallahassee, FL

EXPERIENCE

Industry: 20 Years
ECS: < 1 Year

PROJECT EXPERIENCE

- Fisher Island Golf Course - Lake Slope, Fisher Island, FL
- The Ranch, Stuart, FL
- 4320 and 4340 North Dixie Highway Industrial Flex, Oakland Park, FL
- 4589 SW 65th Avenue Multifamily Development, Davie, FL
- 87 Park - Peer Review, Miami Beach, FL
- BJ's Wholesale Club #227, West Palm Beach, FL
- Echo West, West Palm Beach, FL
- Entourage in the Sun, Pompano Beach, FL
- Fisher Island Golf Course Lake Slope, Fisher Island, FL
- Force Main - Pipe Wall Thickness, Kendall, FL
- Hotel 42, Fort Lauderdale, FL
- North Miami Beach FSER, North Miami Beach, FL
- Proposed Amazon Site - Rockland Key, Key West, FL
- US Courthouse, Fort Lauderdale, FL
- WMODA Lake Worth Development, Lake Worth, FL

PROJECT EXPERIENCE: PREVIOUS TO ECS

- North Fork Riverfront Park Seawall Replacement – Fort Lauderdale, FL
- Port of Cristobal Expansion - Colon, Panama
- Amber Cove Cruise Terminal – Puerto Plata, Dominican Republic
- Cozumel Cruise Terminal – Cozumel Island, Mexico
- Manzanillo International Terminal, Colon & Panama Ports Company, Cristobal, Panama
- Orchid Bay Condominium Seawall Rehabilitation – North Miami Beach, FL
- Melones Oil Terminal, Melones Island, Panama Bay



Simi Burg

CLD, IALD, MIES, LC | ASSOCIATE PRINCIPAL

Simi's design approach emphasizes the creative use of light to transform the visual experience of the built environment. As a design leader with more than a decade of lighting experience, Simi brings a combination of refined artistry and sophisticated technical skills. Her in-depth knowledge of lighting control systems and Smart City lighting strategies set her apart as an innovator in the urban and master planning market sector with several prominent smart park projects in her portfolio.

As an Associate Principal in HLB's Miami office, Simi particularly enjoys her role as a design mentor and takes pride in curating an inspirational and collaborative work environment. Simi is actively engaged in the lighting and architectural design community as a member of the International Association of Lighting Designers (IALD), CREW Miami, and the International Interior Design Association (IIDA) South Florida Chapter. She is also Secretary of the Illuminating Engineering Society (IES) and has earned the designation of Certified Lighting Designer (CLD) from the IALD.

Professional Affiliations

Certified Lighting Designer
 International Association of Lighting Designers, Professional Member
 Illuminating Engineering Society, South Florida Chapter Secretary
 National Council on Qualifications for the Lighting Professional Lighting Certification

Education

Penn State University,
 Bachelor of Architectural Engineering

Awards

Illuminating Engineering Society
 Illumination Award of Merit
 Asurion Gulch Hub
 Illuminating Engineering Society
 Illumination Award of Merit
 West End Square
 Illuminating Engineering Society
 Illumination Award of Merit
 Miami Baywalk Riverwalk
 Lighting Magazine 2018
 40 Under 40 North America
 Illuminating Engineering Society
 Illumination Award of Merit
 53rd St. New York Public Library

Select Projects

Miami Baywalk - Riverwalk

Miami, FL
 Savino Miller Design Studio
 32 Acres | 129,500 sq.m.

Miami Underline Masterplan and Phase I

Miami, FL
 Field Operations

Miami Underline Phase II & III Guidelines

Miami, FL
 Kimley-Horn Associates

West End Square

Dallas, TX
 Field Operations
 1 Acre | 4,046 sq.m., \$6 Million

Mariposa Sculpture by Manolo Valdes

Sunny Isles, FL
 Axioma3
 \$1.6 M

Paseo Ponti Sculpture

Miami, FL
 Stantec Architecture

Beyond the I-4 Ultimate

Orlando, FL
 Rhodes + Brito Architects

Jax 11 Porter House Mansion and Park

Jacksonville, FL
 Gateway JAX



Melissa Sparks

LC, ASSOC. IALD, IES | SENIOR ASSOCIATE

With more than 15 years of experience, Melissa brings deep knowledge as a Project Manager and robust technical expertise as Lead Designer, specializing in large-scale projects across diverse sectors and locations throughout the country.

Theatrically trained, Melissa believes the success of a lighted environment is a collaborative experience. Over the course of her career, she has successfully managed countless projects working closely with stakeholders and ownership to ensure brand standards and client satisfaction are met. Her unique training engenders an artistic approach to all her projects, enveloping the client and guest in an immersive environment.

Select Projects

JAX8 Pearl Square

Jacksonville, FL
 Gateway JAX
 613,000 sq.ft | 56,950 sq. m.

Jax 11 Porter House Mansion and Park

Jacksonville, FL
 Gateway JAX

Jacksonville Zoo New Entrance/ Manatee Exhibit

Jacksonville, FL
 Electrosonic

Center Tower Sculpture Garden and Ponds*

Costa Mesa, CA
 Cooper Carry

YVR Pier D Terminal Landscape Lighting*

Vancouver, CA
 Grout McTavish Architects

The Green Planet*

Dubai, UAE
 Grout McTavish Architects

**Completed with a previous firm*

Professional Affiliations

International Association of Lighting Designers, Associate Member
 Illuminating Engineering Society
 National Council on Qualifications for Lighting Professions, Lighting Certified
 TEA Themed Entertainment Association
 Women in Lighting + Design

Education

Rhode Island College
 Bachelor of Arts, Theatre

Awards

Illuminating Engineering Society
 Illumination Award of Merit
 San Antonio Children's Hospital
 Illuminating Engineering Society
 Illumination Award of Merit
 The Green Planet
 Illuminating Engineering Society
 Illumination Award of Merit
 Ke-fi Family Entertainment Center
 Middle East Award Project of the Year
 The Green Planet
 Edwin F. Guth Award of Excellence
 Jimmy Carter Presidential Library and Museum

PROJECT REFERENCES



Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 37 of 44 Pages

EXHIBIT E – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Company Name:

List the minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number and date(s) of service.

REFERENCE 1			
Name of Firm:	City of Bonita Springs		
Contact Person:	Nicole Perino		
Contact's Email:	nicole.perino@cityofbonitasprings.org		
Contact's Phone:	239-992-8556	Date(s) of Service:	Fall 2022 - Spring 2023
Scope of Work:	Integrated Municipal Concrete Skatepark and Supporting Site Amenities. Team responsibilities included concept design, technical drawing support and full construction services. Full Project Profile included in following section of proposal.		

REFERENCE 2			
Name of Firm:	City of Panama City		
Contact Person:	Kesia Milner		
Contact's Email:	Kmilner@pcgov.org		
Contact's Phone:	850-872-3199	Date(s) of Service:	Fall 2020 - Spring 2021
Scope of Work:	Integrated Municipal Concrete Skatepark and Supporting Site Amenities. Team responsibilities included public outreach, concept design, technical drawings and full construction services. Full Project Profile included in following section of proposal.		

REFERENCE 3			
Name of Firm:	City of Lenexa		
Contact Person:	Logan Wagler		
Contact's Email:	lwagler@lenexa.com		
Contact's Phone:	913-477-7140	Date(s) of Service:	Fall 2022 - Summer 2023
Scope of Work:	Integrated Municipal Concrete Skatepark and Supporting Site Amenities. Team responsibilities included public outreach, concept design, technical drawings and full construction services. Full Project Profile included in following section of proposal.		

We are happy to provide references for any of our 450 + projects completed to date. Additional reference information is also provided in the QUALIFICATIONS section of our submission



March 11, 2024

To Whom it May Concern,

In September of 2023, we contracted with New Line Skateparks, to construct our new 16,500 square foot skate park facility. The construction began just before our coast was hit by Hurricane Ian. Although our city was in chaos, roads were shut down, materials and housing were scarce, the New Line team pushed on and delivered a world class skate facility. Project Manager, Tony Misiano leads a talented group of builders, who are passionate about the quality of their work. Plus, they are a blast to watch ride their skateboards after the work is complete! Additionally, they were very quick to respond to a warranty/maintenance visit request, which we value greatly in Parks and Recreation.

We whole-heartedly recommend New Line Skateparks for any and all upcoming skatepark-related projects. Feel free to reach out to me if you have any questions.

Nicole Perino
Parks and Recreation Director



phone | (239) 992-2556
email | Nicole.perino@cityofbonitasprings.org
website | www.cityofbonitasprings.org



*“Dedicated to Excellence...
People Serving People”*

November 09, 2020

To Whom It May Concern,

It is with great pleasure I recommend New Line Skateparks for any design-build skatepark project. New Line Skateparks was contracted in the fall of 2020 by the City of Panama City to construct and build our skatepark. The New Line team was very professional, organized and efficient when working on our project.

New Line Skateparks' dedication and passion for the project was always evident. The team had excellent communication, whether it was with the public, the city leaders or among themselves. They were always willing to work with the City and take on work that would deliver a quality product.

In addition to great communication, their staff was very knowledgeable about the technical aspects of the designs and parks, and went beyond to offer support about the skateboarding community and best practices in keeping the parks working after they leave the site. They were always transparent and realistic in terms of budgets and timelines to the point where the project was completed a head of schedule

Thank you, and if you have any questions please don't hesitate to contact me at 850.872.3199 ext. 4558



Kesia Milner, Ed.D

Quality of Life Department- Arts & Culture Coordinator

Main: 850.872.3199

kmilner@pcgov.org



October 5, 2023

To whom it may concern,

I am writing to recommend NewLine Skateparks for any skatepark or pump-track related project. The Newline team was a pleasure to work with from start to finish and we had an incredibly positive experience.

Lenexa Parks and Recreation contracted with Newline in 2022 to design, facilitate a robust community engagement process, and construct a fully inclusive skatepark to replace our existing park which was over 21 years old. They did a great job of helping us define the program, project goals, and lead us through the process. Being a replacement project and being located within a metropolitan area, public input was a critical component. They did a great job of leading the public open houses, setting up online surveys, and communicating with interested parties. What I appreciated most is that they were able to balance the needs and priorities of the various groups as everyone wanted something different. They were creative in their concepts, went the extra mile to explore options, and most importantly; kept us within budget.

Their staff was responsive, professional, innovative, and extremely passionate. Newline Skateparks delivered on what was promised and the entire process was one of the smoothest projects I have ever been involved with. They met all project timelines, budgets, and performed high-quality work. You can tell that skateparks are more than just a job for their employees, it's a passion and they pour their selves into each project.

Please don't hesitate to reach out with any questions.



Logan Wagler

Director of Parks and Recreation
Lenexa Parks and Recreation



TEAM
QUALIFICATIONS

C. Jay Smith Skate Plaza & Pump Track *Newnan, GA*

Newnan's highly anticipated new regional skatepark is now complete. Located in the city's beloved C. Jay Smith Park, the park features ~ 34,000 sqft of unique urban plaza terrain, a competition level bowl unit, and world-class concrete pump track area punctuated by multiple green islands. Along with a one-of-a-kind hard-scape configuration detailed with the City's colors, the greater park offers new visitor parking, restrooms, an adventure playground, splash park, custom site furnishings, and linkages to public transit and pathways. The park is among the region's largest and most progressive youth facilities - attracting visitors from across the Country and serving as an appealing venue for high-level action sports contests, demonstrations, and events.

Project Budget: \$1,900,000
Timeline: Fall 2020 - Summer 2021
Client: City of Newnan - Cleatus Phillips, City Manager
 cphillips@cityofnewnan.org 770-254-2358

Team Responsibilities:
 - site analysis + public process
 - conceptual and final design
 - full construction services



C.J. Smith Skatepark *continued*

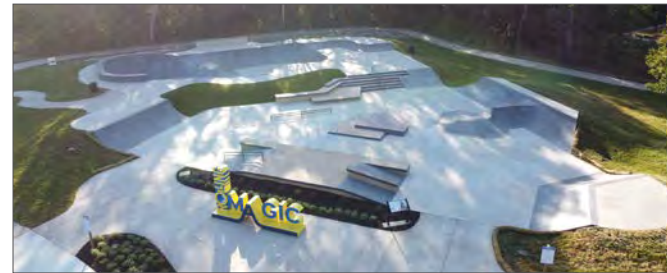


Rolling Magic Skatepark Lenexa, KS

This modern skatepark both replaces and pays homage to one of the first generation of concrete skate facilities developed in Kansas. Utilizing a similar footprint and recycling much of the concrete sub base of the original facility, the new park offers a state of the art update and exemplifies the integrated design sensibilities and exacting construction best practices of contemporary skatepark development. Along with a versatile modern transition and street terrain, the final landscaping plan invites individuals of every age to participate, spectate, and enjoy the overall environment. The expansive flow bowl is already sparking a pilgrimage of transition riders from across Kansas while the street section serves riders of every ability.

Project budget: ~\$770,000
Timeline: Fall 2022 - Summer 2023
Client: City of Lenexa, Logan Wagler, 913.477.7140

- Team Responsibilities:**
- site analysis
 - public process
 - conceptual and final design
 - full construction responsibilities



Bonita Springs Skatepark Bonita Springs, FL

With a goal of providing the highest durability, greatest design versatility, and most accommodating riding surface for small wheels (skateboard, inline, scooter) AND larger-wheel activities (mountain bike, BMX), the City of Bonita Springs embarked on the creation of a poured in place concrete pumptrack and modern skatepark combination. The facility was completed in Spring 2021 with considerable fanfare among locals and eager visitors from across the State. In addition to the unique terrain assortment, the facility also features accessible pathway tie-ins, integral concrete color inspired by the City's logo, and a concrete patio/viewing zone lining the length of the park's perimeter.

Project Budget: ~\$1,120,000
Timeline: Fall 2022 - Spring 2023
Client: City of Bonita Springs - Nicole Perino
 nicloe.perino@cityofbonitasprings.org 239.992.2556

- Team Responsibilities:**
- site analysis + public process
 - conceptual and final design
 - full construction services



Topaz Skate Plaza + Bike Skills Park *Victoria, BC*

The City of Victoria's Topaz Skate Plaza and Bike Skills Park serves as one of Canada's largest integrated action sports venues and is quickly gaining world wide attention as a top skateboarding and BMX/Mountain bike destination. On top of premium plaza, obstacle, pump track, and modern bowl terrain, the development features integrated rain gardens, custom lighting and sculptural elements, innovative wayfinding and shade structure elements, and extensive viewing areas, event space and formalized pedestrian corridors. Our team was proud to serve as Prime Contractor and Lead Designer to bring this landmark community project to life for the vibrant community of Victoria.

Project Budget: \$3,600,000
Timeline: Spring 2021 - Spring 2022
Client: City of Victoria, Moira Wilson, mowilson@victoria.ca

- Team Responsibilities**
- site analysis
 - public process
 - conceptual and final design
 - full construction services
 - programming consulting



Banff National Park Skatepark *Banff, AB*
Destination Park

Another first for international skateboarding... The completion of the Banff Skatepark marks the introduction of the first integrated public concrete skatepark within a North American National Park setting. Part of the UNESCO Rocky Mountain Parks World Heritage Site, Banff National Park is Canada's largest and most renowned National Park with over 3 million visitors a year making the pilgrimage from across the globe. Recognizing the importance of the site and gravity of the unprecedented development opportunity at hand, our team embarked on an intensive 12 month design and construction process involving local skateboarders, civic officials, and planning experts from Parks Canada. Along with achieving a world-class selection of modern skatepark and pumptrack style terrain, critical environmental stewardship, wildlife preservation, and architectural control requirements had to be addressed in a manner fitting for Banff's unique 'heart', culture, and breathtaking surroundings. The result is a facility of global significance, demonstrating a thoughtful balance of compelling skateable architecture, sustainable design, and signature accents that reflect the best of Banff's unmistakable character.

Project Budget: \$1,185,000
Timeline: Spring 2017 - Spring 2018
Client: Town of Banff

- Team Responsibilities:**
- site analysis and public process
 - conceptual and final design
 - full construction services



BANFF NATIONAL PARK

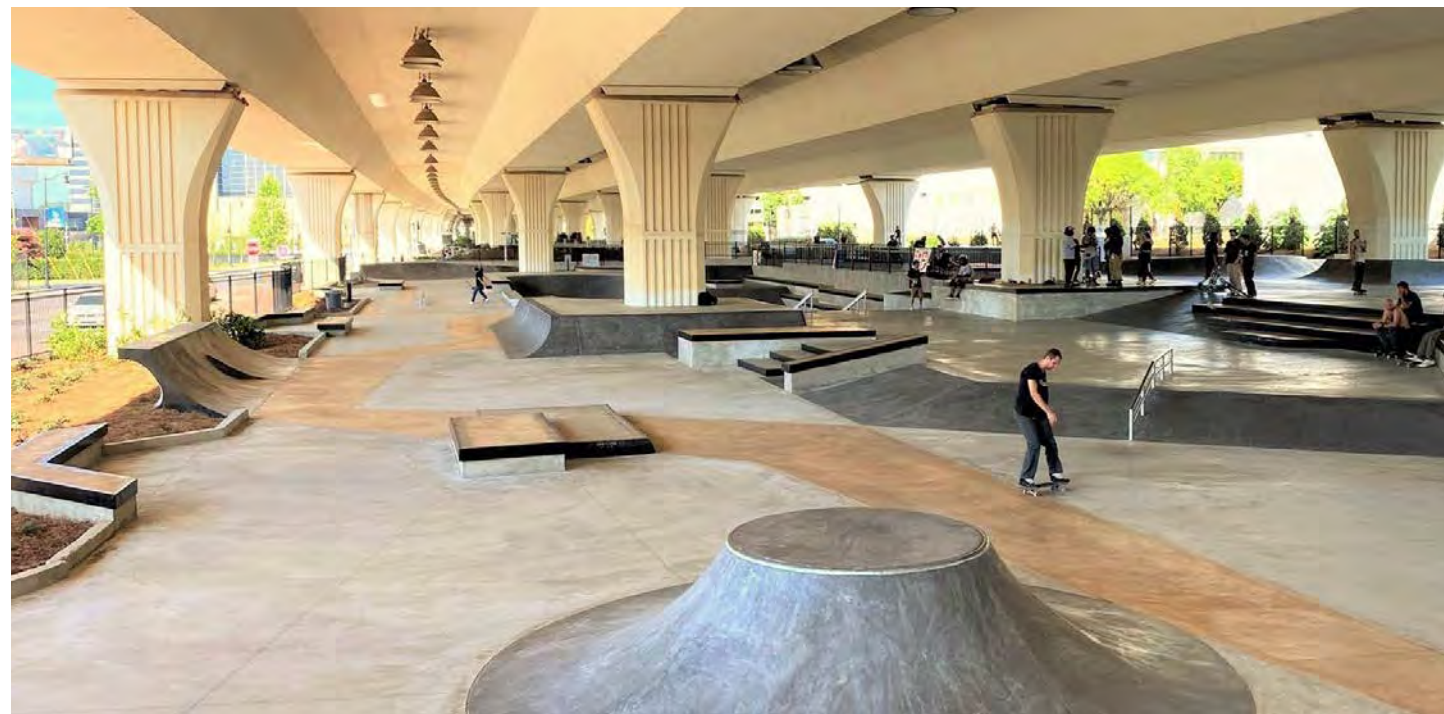


CityWalk Skatepark *Birmingham, AL*

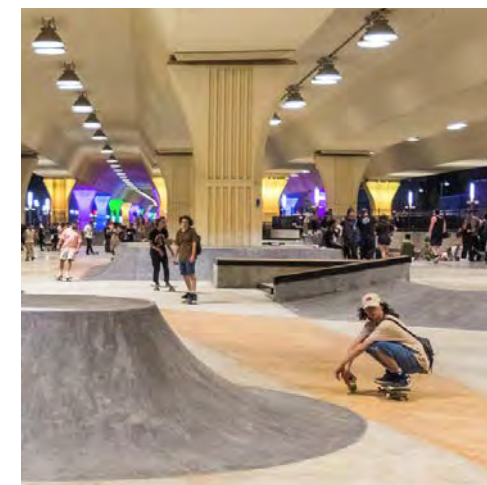
Now completed, CityWalk BHAM includes a 31-acre, 10-block-long linear public park underneath the I-59/I-20 bridges in downtown Birmingham, featuring world-class design and pedestrian amenities that provide active and passive recreational gathering opportunities. Working closely with Barge Design Solutions, ALDOT, the City and local stakeholders, the skatepark solution was developed to not only fit the thematic structure of the CityWalk landscape but to also offer a completely unique experience within the context of this one of a kind under-viaduct urban environment. Complimenting surrounding children's playscapes, an outdoor skating rink, a dog park, walking paths, multiple performance spaces and gathering areas, the skatepark features a balanced mix of transition, flow, street and pump track obstacles while adhering to the traffic, inspection and pedestrian pathway requirements of ALDOT and the City of Birmingham. With a footprint of over 56,000 sqft, the skatepark also serves as one of North America's largest action sports destinations.

Timeline: Spring 2020 - Summer 2022
Budget: ~\$3.5 Million (skatepark only)
Client: City of Birmingham / ALDOT - Steve Haynes
haynes@dot.state.al.us (East Central Region Engineer)

Team Responsibilities:
 -site analysis and public process
 -conceptual and final design
 -construction administration and concrete skatepark construction



CityWalk Skatepark...continued



Greeley Skatepark Network Greeley, CO

In 2018 the City of Greeley retained New Line Skateparks to create not just one, but a network of three modern concrete skateparks strategically distributed throughout the city. This master-planned development allows the majority of Greeley residents to have access to a skatepark within just over a mile of their residence - each with a distinct character, unique terrain style and site integration approach.

Informed by an exciting community engagement process consisting of a series of interactive design workshops and open house sessions, the final design program resulted in a Flow/Transition oriented Facility at Centennial Park, an expansive modern Street-Style Plaza at 3rd Street, and a versatile Skate Spot (existing concrete slab retrofit) at Peakview Park. Our team also collaborated closely with the City's Public Art program to incorporate custom installations by sculptor Joshua Goss into each facility footprint.

Team Responsibilities:

- site analysis
- public consultation
- conceptual and final design
- full construction services

Project Budget: ~ \$1,800,000

Timeline: Winter 2018 - Spring 2020

Andy McRoberts, CPRE

Director - Culture, Parks and Recreation
970-350-9425



Greeley Skatepark Network continued



Mueller Skatepark and Pump Track *Austin, TX*

Located in the heart of the 700-acre award winning, master-planned Mueller community (a redevelopment of Austin's Robert Mueller Municipal Airport), is Texas's first combination concrete pump track and urban skate plaza development. Along with offering a versatile assortment of custom skateboarding, BMX/Mountain Bike, inline, and scooter-friendly terrain, the park also serves as a marquee family gathering and socializing area within the community's expansive Southeast Greenway recreation and natural lands corridor. Beloved by locals and visitors alike, the facility has garnered considerable Nation-wide acclaim, demonstrating what's possible when Residential Developers, City Staff, Action Sports Consultants, and Community Members can accomplish when working together.

Project Budget: ~ \$1,100,000
Timeline: Fall 2021 - Summer 2022
Client: Catelus Developments

Team Responsibilities

- site analysis
- public process
- conceptual and final design
- full construction services



Panama City Skate Spot *Panama City, FL*

Located near the heart of Downtown Panama City, our team collaborated with the local community and municipal staff to realize the final design of this exciting new urban youth park project. Traditional street elements such as ledges and rails, manual pads, banks and step-ups are complimented by creative integral colored concrete, viewing areas, tactful stormwater management zones, and strong connections to pedestrian access points + surrounding parking. The facility is testament to what is possible in a limited footprint in a unique urban context - offering a versatile community recreation element for all ages and ability levels.

Project Budget: \$230,000
Timeline: Spring 2020 - Fall 2020
Client: City of Panama City, Kesia Milner
 kmilner@pcgov.org, 850.872.3199

Team Responsibilities:

- site analysis + public process
- conceptual and final design
- full construction services



Garland Skatepark and Rick Oden Park *Garland, TX*

'Integration' within the overall Rick Oden park context was a top priority for our team, City leadership and future users of the skatepark. Placement of the skatepark lies just outside of the flood plain and shade trees are planted to block the afternoon sun. Additionally, custom covered structures within the skatepark will provide further relief during warm summer days. Finally, a full scale skatepark lighting system enables users to skate in the evenings to escape the summer heat and experience longer sessions during the winter's early sunsets.

Garland also proudly offers the first dedicated beginner's area within a Texas skatepark. Intentional is a key word, as the City specifically desired beginner's and kids to have a place to learn and feel comfortable doing so. Skateboard classes, lessons, and other skatepark programming are perfect for this area of the park. The integrated pavilions nearby are also perfect spots for parents and fellow skaters to view the action or rest safely. The beginner's area is separated by the flow of pedestrian traffic through the skatepark – from the parking lot to surrounding amenities Rick Oden has to offer

- Project Budget:** ~ \$2,500,000
- Timeline:** Spring 2022 - Summer 2023
- Client:** City of Garland
- Team Responsibilities:**
 - site analysis and public process
 - conceptual and final design
 - construction administration



Garland Skatepark and Rick Oden Park...



Chuck Bailey Youth Park *Surrey, BC*
Destination Park

The Chuck Bailey Youth Park (Surrey, BC) boasts Canada's first purpose-built partially covered outdoor skate plaza and bowl complex. Located directly adjacent to the acclaimed Chuck Bailey Recreation Centre, the landmark development covers just under 30,000 square feet of space, including a 6,500 square foot sport court, 18,000 sqft skate plaza, local art installations and an architecturally stunning roof structure that houses over 5,000 square feet of world-class skateable bowl terrain.

Skateable features include a balanced mix of detailed obstacles ranging from custom skateable boulder sculptures to transitioned vertical monoliths that also serve as signage installations for the park's main entry. However, the most sought after feature is undoubtedly the expansive covered bowl unit which flows directly from the central plaza and provides users with a dry location to skate during the region's many rainy periods.

The entry plaza and open space plan reflects the needs of a multi-purpose building and the additional requirement of formal public events. The site concept takes the idea of 'honing oneself as an athlete'. Various metaphors are used: rough granite, smooth granite, deliberate paving patterns, plant selection, lighting, and water features. The resulting design was used by VANOC through the Olympic lead-up and now functions as community meeting space, recreation centre, and public gallery. Various efforts were made to reduce the urban heat island effect, improve site permeability, and reduce water consumption including innovative biofiltration islands and permeable concrete zones. The project has become a 'beacon' for new development in the area - an inspiring expression of Surrey's future!

- | | |
|------------------------------------|-------------------------------|
| Size: 30,000 sqft | Team Responsibilities: |
| Budget: \$1,500,000 | -public process |
| Timeline: Jan 2010-May 2011 | -conceptual and final design |
| Client: City of Surrey | -full construction services |



Chuck Bailey Youth Park Continued...



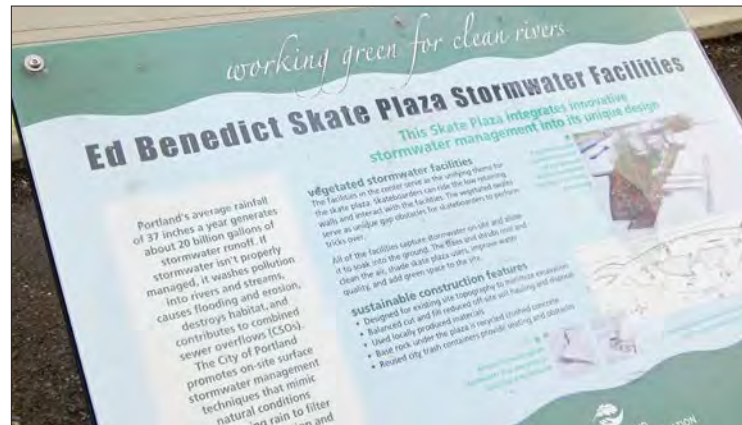
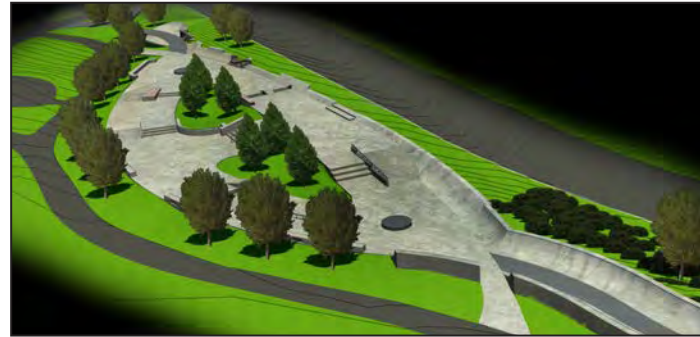
Ed Benedict Skate Plaza *Portland, OR*
Community Park

This distinctly organic design features approximately 16,000 sqft of skateable terrain punctuated by a series green channels, sand filtration planters and two major biofiltration islands for natural onsite treatment of stormwater. The project serves as Portland's first legitimate plaza based facility and one of the Pacific Northwest's first 'green' skateparks. The design was developed in close collaboration with artists from Portland's local skate community and features a number of custom sculptural elements, stamp patterns and diverse material combinations. In 2009, the project was profiled in the *New York Times* for its innovative sustainable design practices.

Project Budget: ~ \$500,000
Timeline: Fall 2007 - Fall 2008
Client: City of Portland

Team Responsibilities:
- site analysis and public process
- conceptual and final design

Tread **Lightly**
urban art project

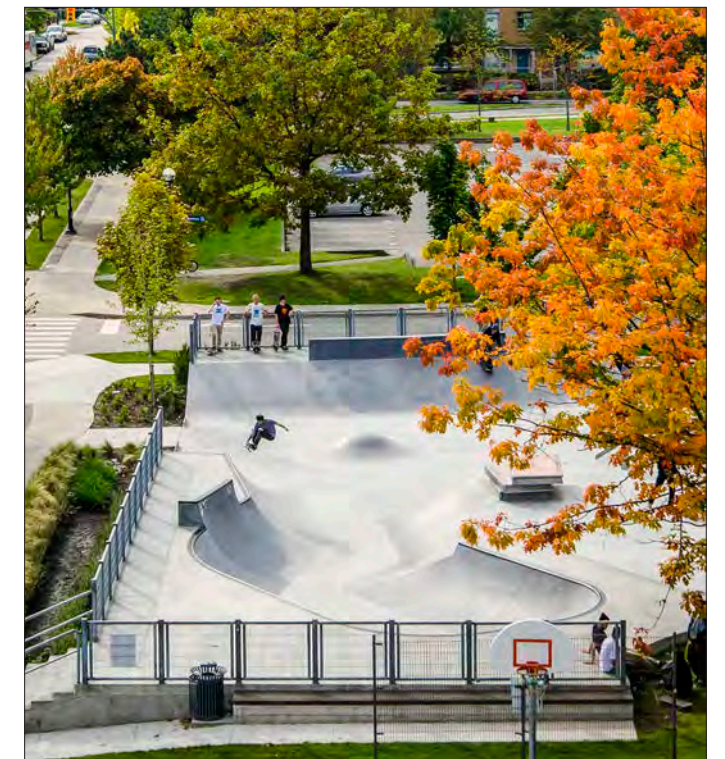


UBC Campus Skate Spot *Vancouver, BC*
Neighbourhood Park

The University of British Columbia is now home to North America's first major University on-campus integrated concrete skatepark! The project represents a ground breaking collaboration between the University Neighbourhood Association and our design-build team. A true result of careful planning and creative thinking by all stakeholders, the signature skate-friendly space and sport court opened in late April 2013 to Nation-wide praise that far exceeded expectations. See a collection of early images of the park in action below.

Project Budget: \$400,000
Timeline: Fall 2012 - Spring 2013
Client: University of British Columbia

Team Responsibilities:
- site analysis and public consultation
- conceptual and final design
- full construction services



The Plaza at the Forks, Winnipeg MB

Size: 48,000 sqft.
Budget: \$2.5 Million
Timeline: Feb 2005 - July 2006

Owner: Forks Renewal Corp.

- Team Responsibilities:**
- site analysis and public process
 - park programming
 - conceptual and final design
 - shotcrete construction services
 - project management

- Canadian Society of Landscape Architects
National Honour Award ★
- Skaters for Public Skateparks
Public Space Award ★

Covering a total area of over 44,000 square feet, the Plaza at the Forks consists of a meticulously detailed skateable sculpture plaza and expansive modern bowl complex tied seamlessly into the heart of downtown Winnipeg's urban fabric. The facility is the first of its kind within the world and has quickly become one of Winnipeg's most celebrated public places and a destination for skateboarders and other urban explorers from around the globe.

The concept for the Plaza was unique from the onset. The Forks, aptly named due to its position marking the amalgamation of Assiniboine and Red rivers, serves as one of Winnipeg's preeminent meeting places. The area is steeped in over 6000 years of cultural and historical significance and is visited by over 4 million people each year for a range of attractions and activities. Accordingly, the riverside setting is highly programmed with stringent development guidelines and a commitment to utmost site sensitivity. Our team's challenge was to preserve the essence of this beloved public space while introducing a thoroughly modern world class youth/skatepark.

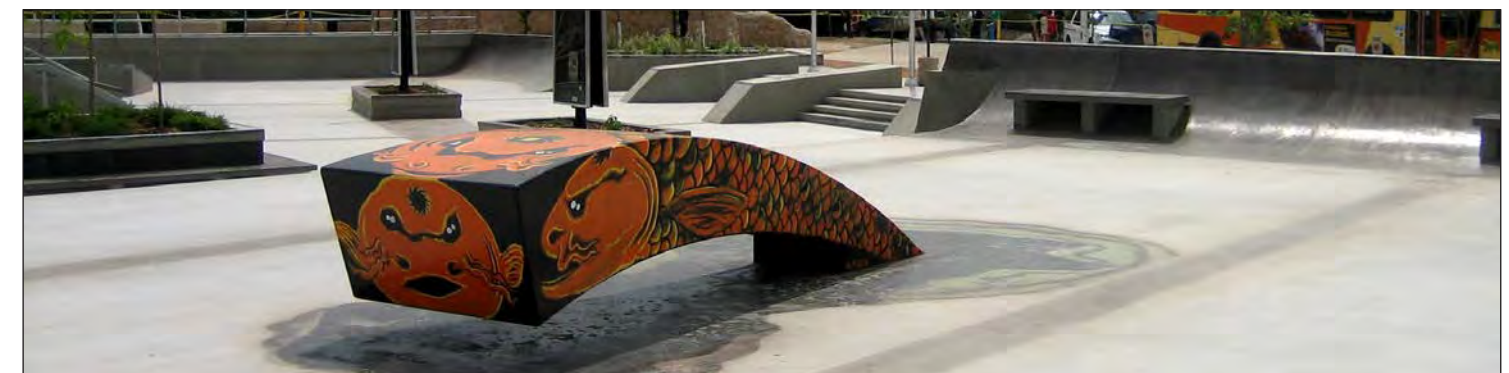


The Plaza at the Forks, Winnipeg MB - continued...

The result is an urban landscape like no other. Far from the typical skatepark, the Plaza at the Forks is better described as a premier urban park/plaza and gathering place that is 'perfect for skateboarding'. On any given day, one may see up to hundreds of visitors skateboarding, inline skating, biking, viewing art, strolling through, or simply sitting by to watch and socialize. It has truly become a place for all ages, back grounds, and interests to enjoy.

Central Plaza - 29,000 sqft: Inspired by prized skate spots around the world and the rich history and culture of the Forks district, the main plaza area is made up of an endless combination of stair sets, banks, rails and ledges set within a host of custom sculptures and other art pieces - the majority of which may be ridden by skateboard, BMX or inline skates. Along with input from heritage and culture experts, our team undertook extensive consultation with leaders of the local skateboarding and art community to devise a final layout and detailing that would be optimal not only in skate function but also true to the culture and feel of the Forks and City of Winnipeg. Particular highlights include:

- 'Spirit Fish', a skateable sculpture designed to represent the nearby rivers and the mystical 6000 year old catfish that used to inhabit their waters - painted by local artist Pat Lazo
- 'Magic Carpet', a super elevated and perfectly skateable concrete ribbon track referencing the railway lines that met at Winnipeg's main terminal within the Forks until 1923
- Numerous granite capped benches, ledges and blocks
- Wire cut stone and acid etched concrete accents
- Original Forks brick inlaid on pedestrian walkways

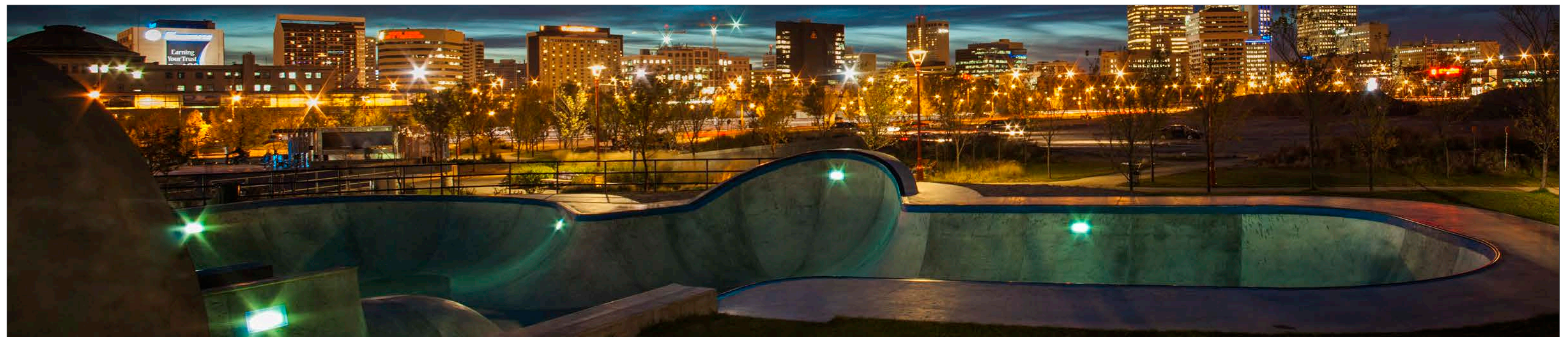


The Plaza at the Forks, Winnipeg MB - continued...

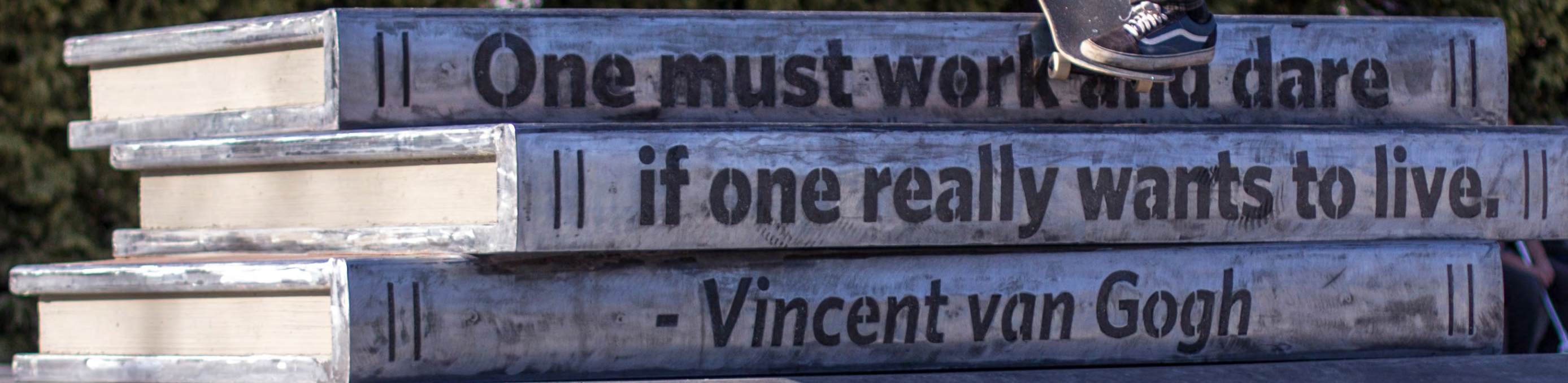
Bowl Complex: Separate and adjacent to the Central Plaza, lies an 8,500 sqft. bowl unit combining traditional pool and modern coping lines. Walls begin at 5 feet and progress through a series of hips, elevators, extensions, and a pump bump to a massive 17 foot cradle and 13 foot over-vert pocket. Ridden by beginners through to the likes of Tony Hawk (who recently touted the park as 'amazing'), the bowl can often become the center of activity with hundreds of spectators in the surrounding informal viewing areas.

Our team finished the park off with unique lighting, a network of 'safe' pedestrian walkways and viewing areas, and consultation on the creation of an 'Ambassadors' program designed to educate visitors on skateboarding etiquette and ensure an enjoyable experience be had by all.

The entire project is built on state of the art construction and engineering designed to withstand the difficult ground conditions and dramatic temperature fluctuations characteristic of the region. Proven cold weather skatepark construction techniques developed by New Line Skateparks were matched with innovative void forming and reinforcement technology implemented by PCL and local engineers. Over 200 precast piles, highly specialized concrete mix designs, and an expansive grade beam system will ensure maximum surface integrity over many decades to come.



HISTORY OF **LITIGATION**



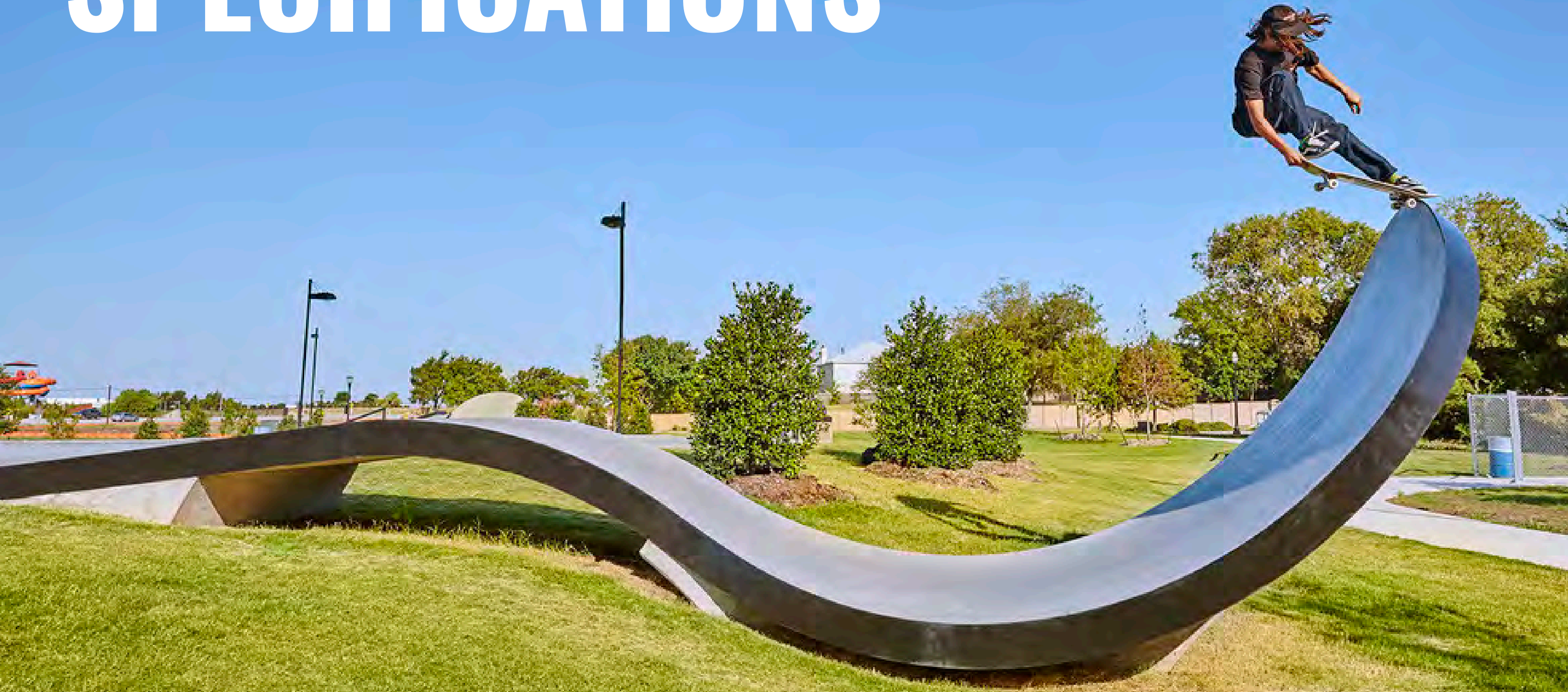


LITIGATION AND PERFORMANCE HISTORY

New Line Skateparks, FL Inc has never paid liquidated damages or been terminated for default. New Line Skateparks FL, Inc also has had no Arbitrations, Lawsuits, or Other Proceedings. Our firm has never had a Bankruptcy Petition filed nor a contract that was terminated by another party. Finally the New Line Skateparks group of companies has never had a bond called (use of bonding) in the history of our operations (23 + years).

PAGE INTENTIONALLY
LEFT BLANK

*SCOPE OF SERVICES
AND PERFORMANCE*
SPECIFICATIONS





ATTESTATION FORM

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.1	Proposer shall provide a complete and thorough technical approach to construction of a design-build skate park. The response should demonstrate a complete understanding of the Project and the City's objectives.	✓		
4.3.2.2	Proposer shall be responsible for design, preparation of permit packages and procurement of all required permits for construction, construction phasing, and all other related work or services.	✓		
4.3.2.3	Proposer shall demonstrate good project management practices while working on this project. These include frequent and regular communication with the City and others, management of time and resources, and documentation. The City will provide contract administration and technical reviews of all work associated with this project.	✓		
4.3.2.4	Proposer shall include an organizational chart that identifies the team structure and each member's assets or responsibility and time (percentage of hours dedicated to this project) with a dedicated project manager to communicate effectively with the City.	✓		
4.3.2.5	Proposers shall adhere to all applicable federal, state, or local codes in both the design and construction phases.	✓		
4.3.2.6	Note: General Condition 7.1 and Section 4.2.1 are <u>non-negotiable</u> and with no exceptions and any proposal that fails to completely accept these conditions shall be rejected. Also, any other deviations to the conditions stated within the RFP are subject to approval by the City of Pompano Beach's legal department and/or the department responsible for the condition's placement in the RFP. If the deviation is not approved by our legal department or the department responsible for the placement of the RFP, the condition shall remain the same as originally stated in the RFP.	✓		

PAGE INTENTIONALLY LEFT BLANK

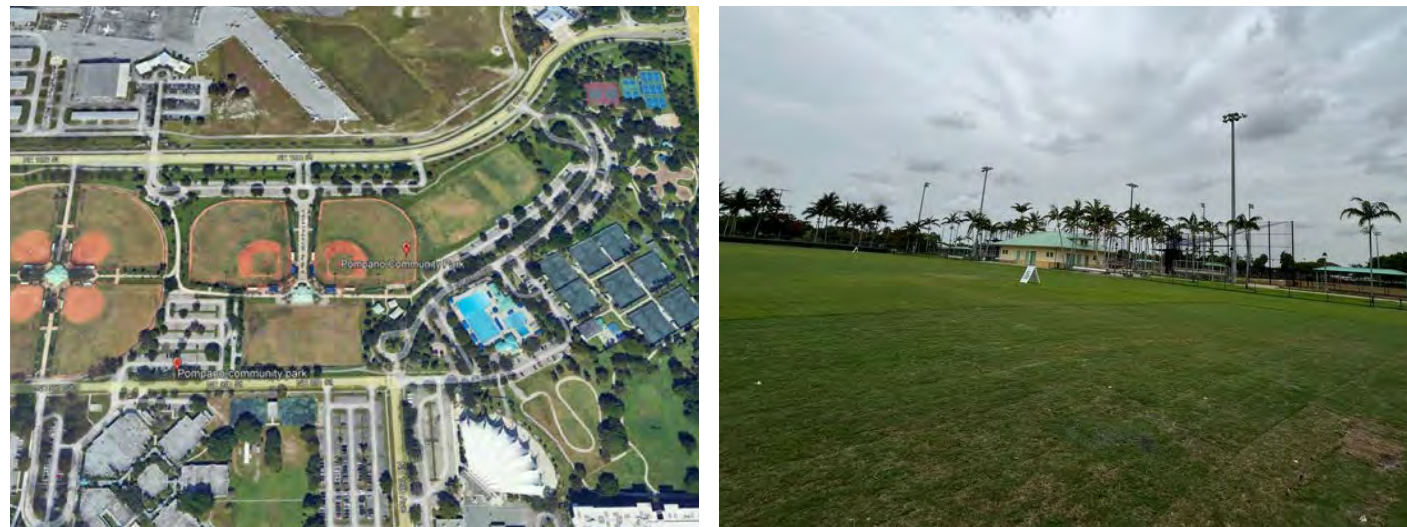
(SEE FOLLOWING PAGES FOR DETAILED PROJECT UNDERSTANDING AND APPROACH / METHODOLOGY / SPECIFICATIONS DETAILS)



PROJECT UNDERSTANDING

The residents of Pompano Beach have determined that the development of a modern, highly integrated, and inclusive skatepark would be a welcome addition to the City's parks network. City Council and Staff have supported this initiative with the designation of a site and a commitment of project funding. It is also understood that a passionate group of local skateboarders/wheeled sports enthusiasts, community leaders and parents may be standing by to provide creative input throughout the development process.

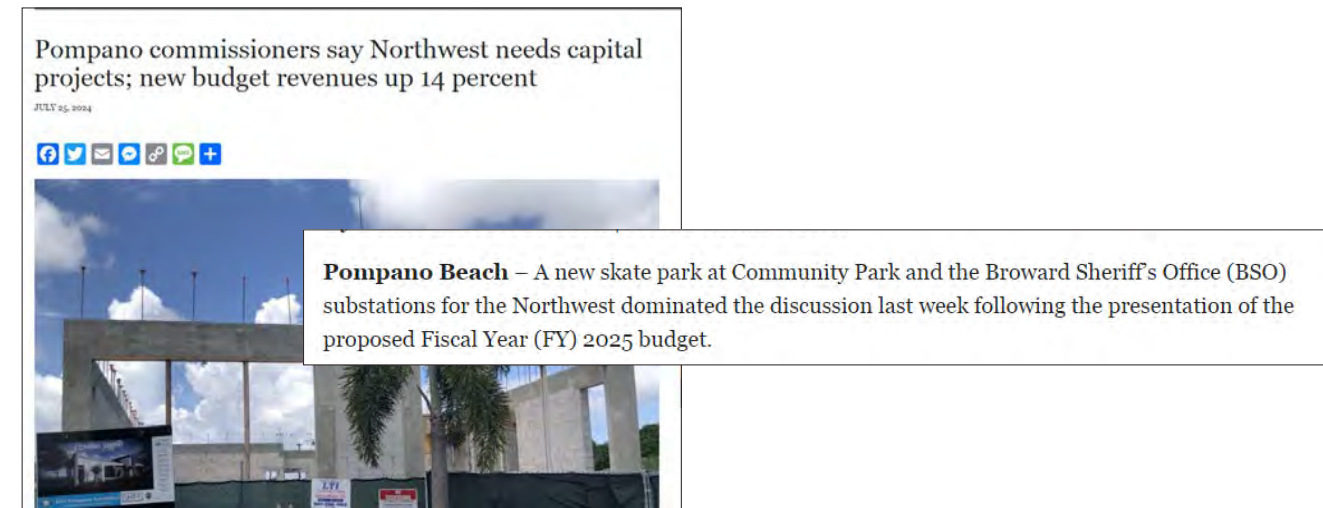
The proposed site for the project will lie just south of the central baseball fields within the city's popular Pompano Community Park. Prized by locals and visitors alike, Community Park features a number of active and passive leisure attractions including the Aquatic Center, a walking/jogging track, tennis and pickleball courts, various sports fields, an exercise area, picnic stations and a playground. Thus, introducing the new skatepark will require utmost sensitivity to the area's multiuse surroundings and the guiding principles of the master planning completed to date by the CPB. Key components in this vein will be *ensuring the new skatepark integrates tactfully with the existing natural landscape and addresses the safety, accessibility, aesthetic, visibility, drainage, CPTED, lighting, environmental sustainability and operations/maintenance concerns (ie. programming, hours, garbage, graffiti policy etc.) of City Council, Staff and park visitors.*



Aerial view + photos of the project site taken during our team's latest site visit, July 10th, 2024.

With key staff based in Edgewater and Broward County, our team has maintained relationships with the local skateboarding/action sports community. This interaction has continued by way of our attendance at various skatepark related events in the area and a number of visits to Pompano Beach and the proposed project site. ***Based on this experience, we know that there is a highly diverse, passionate, and committed community of skateboarders, all wheel enthusiasts, and freestyle bikers - each with a strong culture, history and a fervent desire to seize this incredible development opportunity to create something truly unique in the region. We recognize that the final park user experience must be centered on an equitable approach to design - allowing opportunities for all styles and skill levels of users (beginner through higher-level competitive riders).***

We anticipate that the park terrain will consist of highly accessible and compelling forms of authentic modern street/plaza, bowl and pump track features - suitable for all user riding styles and ability levels (*details of which shall be confirmed through close consultation with the project team and community*). Design considerations shall also address the opportunity for users to grow and progress in their skills as well as take into account the park's ability to host competitions, events and various programming initiatives. Modern skateparks are amazing family facilities and great to watch, therefore attention must also be given to *safe and inviting viewing areas, tactful landscaping, lighting and the inclusion of signature art/sculptural installations (rideable and otherwise) that capture the 'story' of what makes Pompano Beach unique and special.*



Above: the latest local media reporting on the planned improvements to Community Park. With strong community interest in the skatepark, it will be critical to conduct a meaningful stakeholder input program to realize the facility's final design.

The Design-Build Team shall ensure the completion of a thorough site analysis, in-depth stakeholder consultation program, creation of the overall conceptual plan, development of all working and as built drawings, permitting, full construction services, and project close-out responsibilities under a fixed price design-build contract. Should there be interest from the Owner, the development process shall also support any community in-kind donation opportunities and other pertinent project information that may be leveraged for added financial support. Having the design-build team become a 'Partner' with the City, and ensuring a meaningful level of local community member/business participation in the appropriate non-specialty scopes of construction will be a key factor in this endeavor.

In conclusion, it is understood that the entire development process shall be undertaken in close collaboration with City Staff, key stakeholders and other interested local youth and community members. This includes seeking the participation of voices that are actively using all-wheel skateparks in increasing numbers but are often underrepresented in the facility public process. ***These stakeholders must be respected, fully engaged in the development process, and intimately understood by the skatepark development team.***



OUR APPROACH

1. Community Consultation: Our experience has shown that active participation by youth and other members of the community throughout the development process will be crucial to the long-term success of the project. For the new Pompano Beach Skatepark the call for stakeholder involvement will be equally important as there has been considerable community interest in the initiative and a significant commitment of municipal land and funding.

Thus, our team will approach this project from a collaborative point of view. We will engage the community throughout the design journey and bring a professional, organized and fun attitude. We want youth and affected community members to truly feel that they are a part of the project solution and build lasting ownership in the final product.

The design team will meet with City Staff, youth and interested community members through a series of key stakeholder meetings and public design workshops. These sessions will allow us to introduce our team, establish open lines of communication and determine the ultimate design vision for the project. If a stakeholder cannot attend one of our 'live' sessions, then we will encourage them to contact us through email or visit the project online surveys that will be created for this project.



To effectively address park development issues discussed with the public in an efficient manner, it will be critical to have experienced and effective facilitators working with the diverse stakeholder groups. Meetings must be led by individuals who not only intimately understand the subtleties and nuances of skateboarding/BMX and youth concerns but who also can relate issues back to area residents, seniors, business owners, civic officials etc.

Our team offers 3 individuals (Kyle Dion, Kanten Russell and Trevor Morgan) - each with 23 + years of individual experience working specifically in urban development and skatepark related planning. We will make certain all stakeholders first understand this unique project and then have an opportunity to be heard while keeping sessions productive and the project timeline 'on track'.

Part of our strategy will include using effective visual aids (color presentation panels, advanced 3D modeling, power point etc.) which illustrate examples and draw on information from numerous other concrete skatepark/plaza developments our team has completed across the nation. Although community issues relating to this park will be truly unique to Pompano Beach, there will be some consistency and overlap with communities that we have previously worked with (over 450 to date). We see this as a major strength of our team. We will bring knowledge gained from similar skatepark projects throughout North America and Europe and apply where appropriate when working with project stakeholders.



Another key aspect of our approach will be keeping our working sessions highly interactive. In addition to 'airing out' important development issues through meaningful discussion, we encourage other types of 'hands on' involvement such as writing, sketching, and real time 3D modeling of park ideas/elements alongside our team within the meetings. Outside of scheduled meetings, stakeholders will be once again invited to submit written comments, sketches, pictures etc. through our custom web survey for feedback and consideration from our team. For even further interaction, youth will be encouraged to assist our team in presenting concept plans and revised design renderings back to the community as the project progresses. In addition, youth/young adults interested in pursuing education related work experience / credit programs will also be invited to participate in our design process where possible (this has proven to be very rewarding on past skatepark projects we have completed).

Overall, engaging key stakeholders in a meaningful way early in the process will be a major key to the project's success. We will seek to gather endorsements in a logical order and work to identify and focus on common goals to bridge gaps between stakeholder groups. Moreover, by researching local issues ahead of time and utilizing empirical information gained from other skatepark projects we have completed, we will strive to preempt many of the contentious issues that can arise from public misconceptions that often surround skatepark developments.

Based on our experience with similar projects, we propose conducting 2-3 public design workshops and an ongoing series of internal meetings throughout the development program. This should provide ample opportunity to conduct an in depth design development program and allow stakeholders to view and understand the proposed skatepark design objectives. At each major meeting a combination of comprehensive hand sketches and 3D renderings will be used illustrate project details at different stages of development. This will in turn provide key stakeholders and the community with an accurate representation of how the skatepark will look and function within the Community Park site before moving forward to construction.



Check us out! Log on to www.newlineskateparks.com



NEWLINE
SKATEPARKS

2. Context and Design Considerations: Creating a fully integrated park design that not only provides world-class skateboarding/BMX/scooter terrain but also enhances the site and respects the surrounding community will be a key focus of our design team. The Community Park site offers an exciting setting for the development of a truly inviting and unique all wheel park destination. However, along with the many contextual opportunities the location offers, several challenges may also arise that must be approached tactfully. Of significant importance will be working with the site's existing ground conditions, protection of the public and natural environment during construction, and ensuring a tactful integration of the skatepark with all surrounding multiuse amenities/areas.



Bio Filtration and Sand Filtration Planters not only provide for creative LID storm water treatment but may serve as integrated skateable elements



Light-Weight Structural Styrofoam Sub Base
Queensborough All-Wheel Park - New Westminster, BC
and Seattle Center Skate Plaza - Seattle, WA

Geotechnical / Site Base Data - Our experience has shown that many sites can pose certain challenges to development due to the presence of unstable sub surface conditions that stem a variety of factors. Our team is well prepared for these type of challenges and has extensive experience designing and building over existing concrete foundations/slabs, contaminated sites, high water tables, flood plains and variable ground conditions within Broward County and across Florida. For each project's unique geotechnical and civil requirements, our team has employed an engineering process that draws on the skill and experience of our internal staff as well as the direction of local geotechnical engineers (ECS) with relevant first-hand knowledge and expertise relevant to the ground conditions of Pompano Beach. We will ensure the entire team clearly understands the nature of the proposed facility and then jointly develop our final grading and drainage, base prep, and structural details for the park. For the new Pompano Beach Skatepark, our team will match a thorough understanding of geotechnical conditions with a full analysis of all existing civil infrastructure that may be eligible for tie-in with the new development. The result will be a final design plan that maximizes the potential of all suitable existing site infrastructure while mitigating any negative affects that potentially challenging sub surface conditions may have on the final budget and facility play value.



Use of recycled base materials



Soil analysis for biofiltration area



Ecosmart Concrete

Sustainable Development / Green Infrastructure / Protection of Public During Construction -

Preserving natural and built environments will also be critical when we develop our plans for the site. Relevant ecological initiatives, surrounding vegetation, and the comfort of the public and nearby residents must be considered. Our team will ensure the park's design and construction documentation accounts for proper access of construction/maintenance traffic, proper treatment of storm water, tree protection, erosion and sediment control, and removal of unwanted materials in a way that minimizes undesirable impacts to the surrounding site area. We are proud to have introduced LID and 'green drainage' systems on a number of our recent skatepark designs and continue to participate in Leadership in Energy and Environmental Design (LEED) certified projects throughout North America. We look forward to providing our experience in this increasingly important area and offer the following sustainability practices that could be considered for the new Pompano Beach Skatepark (note that this is not an exhaustive listing):

- *Implement opportunities for onsite treatment of storm water through skateable biofiltration and sand filtration planters within skatepark hard surface and surrounding landscape ('green' storm water management system).*
- *Source locally produced granite for ledge applications*
- *Use of recycled concrete as potential skatepark sub base material*
- *Use of recycled steel in potential skateable sculptures*
- *Use of 'green friendly' or EcoSmart concrete and state of the art PLANT FIBER reinforcement in mix design*
- *Recycling of wood forming materials used in project*
- *Provide incentives for project staff to access work site by skateboard, bike, public transport*
- *Avoid unnecessary document printing related to project and use recycled paper whenever possible*





NEWLINE
SKATEPARKS



Area Seniors capturing the action at a local skatepark

Most importantly, the new skatepark should be an inviting destination for all visitors and provide a true 'sense of place' for the community. With this in mind, it is important to not overlook the non-active user. They too must be welcomed into the site - to feel comfortable sitting down, watching or slowly walking by. For the primary users (skateboarders, scooter, BMX, etc.), their activity often happens in bursts and is not a continuous endurance session. Much of the time users are watching, socializing, and waiting for a turn. Thus, focusing on the whole of the site area and design components beyond the immediate function of the skate and bike park terrain will be critical. The following sections outline just a few elements that will be considered in this endeavor.

Safe pedestrian walk ways and viewing areas – Ensuring collisions/conflicts do not occur between skaters and casual visitors/bystanders will be important for setting the 'tone' for the park. Our team will work purposefully to design an overall layout and surface detail that will naturally direct activity to the appropriate areas without feeling contrived. We will ensure ample room for safe, unobstructed viewing and unfettered access around all key skatepark areas for the user and non-user alike. Existing area pathways and infrastructure will be analyzed, adjusted, and tied into the final design for eventual construction. We are confident that the new facility will provide a significant improvement in the overall accessibility and connectivity of Community Park.



Spectator overlooks and pedestrian promenades at The Plaza at the Forks



Diverse colours, textures and integrated landscaping

Landscape and materials detailing – focusing on the landscape design and materials detailing around the park will be important to a pleasant and subtle integration within the site. Our team will provide direction on green space forming and use of varied materials selections that create a vibrant and enduring setting. This will be balanced with our understanding of the construction budget, maintenance requirements, and usage realities of a high use public youth park. For the new Pompano Beach Skatepark, special attention will be paid to utilizing a combination of appropriate local plant palette, pavers, steel and rock work options to create functional viewing, socializing, and shade areas in sync with the community's picturesque surroundings and unique character.

Art integration and theming – With a movement for greater integration of youth culture and contemporary activities into mainstream society and public spaces, we are beginning to look at skateparks differently. The days of the typical 'concrete square' are quickly coming to an end as a new generation of increasingly holistic skatepark designs respond to far more than purely function. A major part of this new design vision includes introducing art installations within and around the skatepark development. Our team has had the opportunity to spearhead this concept in North America and is excited with any opportunities the CPB and local community may wish to pursue.



locally inspired skateable art installations at our Plaza at the Forks, Dickies Skate Plaza, UBC Skatepark, Roanoke Skatepark Carrington Covered Skatepark and Gitanmaax First Nation Skateparks

With a diverse site area, rich local culture and proud history, there will be ample opportunities for both skateable/rideable sculptures and other artistic elements. Whether it be referencing the community's breathtaking waterfront setting or more modern representations of Pompano Beach as a beacon for inclusivity and diversity, numerous ideas will surface for art installations that capture the City's 'spirit' and 'feel'. We look forward to engaging the community to help direct and determine the thematic structure and opportunities for art interventions within the skatepark's rideable footprint.

Our experience with the Plaza at the Forks in Winnipeg, MB is an excellent example of the integration of art and skate terrain. The design introduced locally created/inspired signature skateable sculptures and other art pieces from concept through completion into what would become a world-renowned public space. It was a process without precedent that has now given our team the unique advantage of understanding how to successfully engage local artists (and work within official City Art Programs), help choose submissions and oversee the transformation of artistic concepts to built installations that are both interesting and safe to skate. We have also acquired a keen understanding of the budget implications that come with each step in the process.

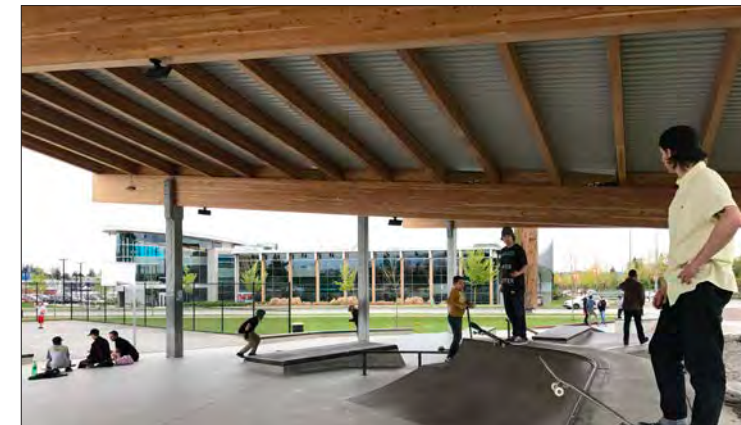


NEWLINE
SKATEPARKS

While our design team may have many ideas for compelling artistic themes and concepts, we want to be careful not to prescribe these to the project prior to hearing from public. Our experience has shown that many of the most exciting artistic solutions have been informed by local youth and community via our series of interactive design workshops and engagement events. Ideally, we want key stakeholders and the greater community to truly feel that they have provided meaningful creative direction on the final artistic themes and concepts.



Skatepark Roof / Open Air Structures – Innovative architectural roof structures and creative park shelters have received considerable attention in the international municipal action sports park industry over the 5 years, and along with our leadership in the skateable art movement, our team has been honored to introduce the first purpose-built municipal skate/bike park roof structures in North America. Starting with the Chuck Bailey covered youth park in 2011, and followed up with our landmark Cloverdale covered youth park in 2014, we were able to demonstrate the tremendous successful impact introducing compelling covered structures within the skate/bike park environment can have. This impact not only relates to facilitating safe skateboarding/bike activity in the park during inclement weather, but also for opening up opportunities for special events, shade, artistic installations, and servicing hubs (water, power, multimedia). Our unique experience with skatepark/bike park specific roof structures has provided our team with a rare ability to provide custom architectural installations that are functional within the context of a complex actions sports environment, visually striking, and cost effective. *While perhaps not to the same scale as Chuck Bailey and Cloverdale, we look forward to potentially applying this skill and experience to the design-build challenge at Community Park to develop a creative open air structure that is 'uniquely Pompano Beach' (in terms of sustainable material use and architectural detailing) while also being cost effective and highly functional.*



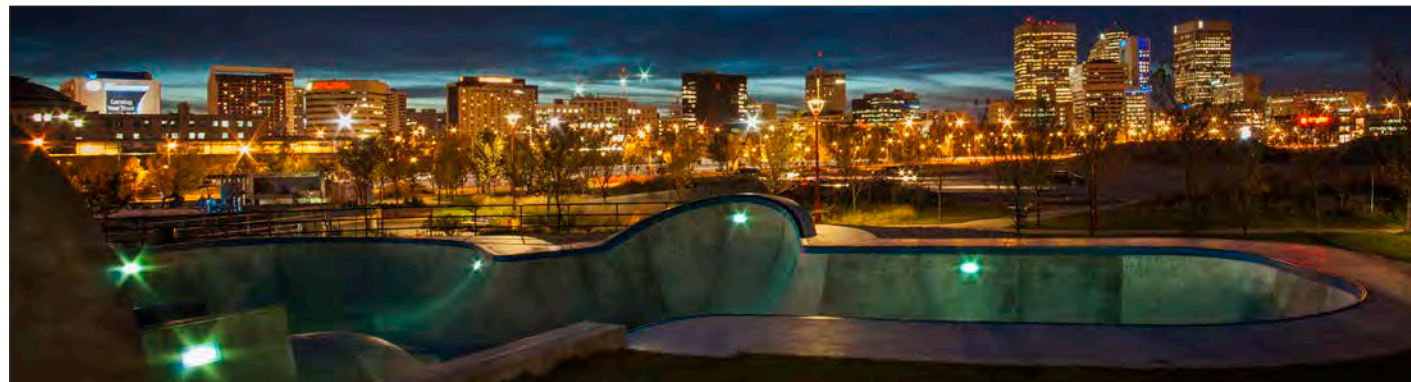
Covered structures from our Cloverdale and Chuck Bailey covered youth park projects



NEWLINE
SKATEPARKS



Site Servicing / Lighting – Site services engineering for any modern youth park is important and must be performed with consideration to future amenities as well as immediate usage requirements. *Our team is proud to have served as a pioneer in the development of skatepark specific photometric studies/ plans and are happy to present options for immediate or future implementation.* We have developed proven strategies to cost effectively implement optimal lighting programs in relation to specific user preferences, energy efficiency/conservation and neighborhood impact.



The challenge will be to develop and install a plan that meets the reality of the current budget and satisfies the desires of the Owner, park users and surrounding community. Our approach will be to communicate the available lighting choices while also providing additional comprehensive lighting options for execution at the Owner's discretion. For the project at hand, we see a tremendous opportunity to include highly creative but cost effective artistic lighting accents in some of the signature skatepark features / skateable art installations. Whatever plan is implemented, it will be critical to consider the long term operation goals of the skate/bike park and ensure the initial scope of construction will accommodate any future lighting upgrades (if applicable).



Site Signage – From recognizing project contributors to helping educating park visitors, signage may be an important item for the skatepark. Above are just a couple of examples of signage options from previous New Line projects that may serve as a base for this development. In many cases we have found great success with the use of highly durable concrete, granite/natural stone and steel materials combined with innovative molding and engraving techniques - all intended to be vandal resistant (through material impact density and graffiti abatement protection) and in most cases even rideable by skateboard, inline and BMX. Our team looks forward to presenting unique signage options for the CPB's consideration.



NEWLINE
SKATEPARKS

CPTED (crime prevention through environmental design) – Throughout North America we have witnessed the tremendous effect that skatepark-specific CPTED planning can yield. Our team will consult with project stakeholders to identify current and potential crime and safety issues in the park and surrounding neighborhood, and design to mitigate the chance of their presence in the new development. Our experience with the Downtown Vancouver Skate Plaza (see picture and profile below) will also prove invaluable as the creation of the facility resulted in a major decrease in illicit activity in a trouble-ridden location – a true skatepark success story!



The Vancouver Skate Plaza successfully uses an underutilized scrap of industrial land under the Georgia Street viaduct and transforms it into an internationally recognized street-style skateboarding plaza. The design was developed in close partnership with the Vancouver Skate Coalition, the Vancouver Police Service, and surrounding community members through a series of interactive workshops and a custom online forum set up for ongoing stakeholder feedback. Key emphasis was placed on creating true 'urban form', maximizing available budget through creative use of existing site infrastructure and value engineering, identifying appropriate skateable and non-skateable access routes to and around the site, and the implementation of sound CPTED principles. Since its completion, the park has served as the basis for case studies across North America for the development of successful youth parks in areas undergoing urban renewal.

Canadian Society of Landscape Architects
Regional Honour Award



Skaters for Public Skateparks
Case Study - Success Project

Graffiti – hand in hand with CPTED principles is the common skatepark concern of graffiti. Despite the challenges this issue can pose, it is being addressed successfully by communities across North America through a combination of facility design techniques and park operating policies supported by the community. For graffiti, our team will work closely with the CPB to explore an array of management techniques ranging from commissioned graffiti art programs to zero-tolerance policies involving mitigating graffiti through state-of-the-art liquid removal systems. We are proud to have consulted on some of the first successful community commissioned skatepark graffiti art programs in North America while also helping identify suitable 'cover-up' paint mixes and surface-safe steam/liquid removal systems for municipalities who have chosen to go graffiti free.

Park visibility must also not be overlooked. As countless communities throughout the country attest, visibility is a key component to the success of a modern youth park. Projects that are open and highly visible generate interest and engagement from the community, while those that are hidden have proven to breed a host of social problems. Our team will take care to ensure available sight lines are maintained in conjunction with the design of all concrete elements, land forming and planting.



Park Accessibility / Accessibility Requirements - Park accessibility must be considered when developing an inclusive public skateboarding/BMX facility. Our team is no stranger to designing to various State and Municipal accessibility requirements and is currently working with compliance officials for many of our skateparks underway in multiple jurisdictions throughout Florida and across North America. This work has afforded us with an in depth understanding of the most recent public park accessibility considerations, which we will utilize as a base for the Idaho Springs Skatepark. *However, our team desires to look beyond State regulations by exploring additional creative design options that will allow for an even more inclusive experience for disabled park visitors/users (recognizing that a growing population of disabled visitors will actually be riding the skatepark terrain).*

At minimum, access to the skatepark facility will comply with Title II of the American Disabilities Act (which references municipal facilities, services and programs). Specifically, construction code 111.4.1 for Area of Sport and Activity accessibility requirements will be followed as a starting point. Examples include: access ways that may include ramp grades and landings, pathway widths, transition and letdown points, bollards, access to amenities such as picnic tables, benches, and resting areas to the perimeter of the active user space. In the skatepark user space itself, the design will include designated standing and gathering areas with strict adherence to fall height requirements and requirements for guardrails or barriers to prevent falls to the outside of the riding zone.

Visually Impaired Professional Skateboarder and Adaptive Design Consultant, Dan Mancina, riding New Line Skateparks' LaGrange Community Skatepark - LaGrange, GA



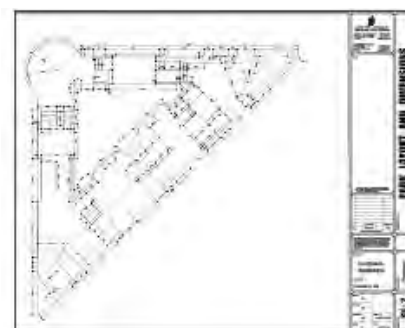
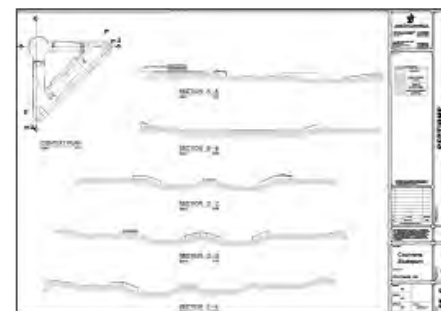
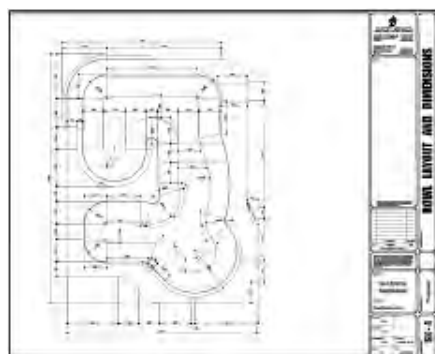


NEWLINE
SKATEPARKS

3. Technical Design and Working Drawings The technical drawings for this unique project will be of critical importance. Our team takes this task very seriously and we challenge ourselves to create informative, illustrative, and comprehensive drawing packages. Our goal is to eliminate all ambiguity in the project specifications to help ensure a very clear approval and construction process.

Our ability to deliver industry leading drawing packages stems largely from our experience from both a consultant and contractor's standpoint. New Line Skateparks is one of the most experienced concrete skatepark specific design-build teams in the world. **Over the past decade, we have built out a large proportion of our 450 + skate and bike park design projects through our own fully bonded and insured construction teams.** The constant exposure to both realms of project management allows us to quickly improve/refine our drawings and communication strategies in response to field problems/issues on an ongoing basis. Essentially, as we design we also understand intimately what it will take to execute in the field. This heightened knowledge allows us to stay on budget and deliver final designs as they were intended - not as near replicas. This is another competitive advantage of our team and a major reason for our award winning facilities.

All drawings will be generated and engineered 'in-house', allowing for a seamless stream of communication within our development team. Review sets of all plans (including a comprehensive storm water management plan) will be provided at various stages of completion for approval by the project owner and the appropriate regulatory bodies. Upon final red line review and approval, all skatepark specific drawings and specifications will be issued for construction. To date, our custom drawings and specifications have been approved for implementation across North America. **Errors and Omissions insurance of \$2,000,000 (specifically covering concrete skate/bike park design) will accompany each final drawing submission.**



4. Construction Once the design drawings have been converted into technical details the park must be built. For this important responsibility, New Line Skateparks Inc. is excited to offer one of the longest running, most experienced and highly recognized concrete youth/skatepark construction teams in North America. Our team has worked hard to earn this industry reputation over the last 23 years.

Construction Staff - Skate/bike park construction is a very technical and specific art form that requires the proper care and precision to 'get it right'. Crew members must not only possess highly specialized concrete construction expertise but also have a comprehensive understanding of the skatepark user groups and their activities. Our team consists of approximately 40 full-time highly trained and accredited concrete construction specialists (including 3 ACI trained shotcrete nozzlemen), most of whom are also active recreational and/or competitive skateboarders, BMX bikers and parents of middle school children. Under the leadership of Kyle Dion and Trevor Morgan, some members of this crew have worked together since the company's inception (23 + years), resulting in an extremely efficient and experienced proven core team with an unmatched level of top-rated municipal concrete skateparks to their credit.

Construction Compartmentalization - The term 'construction compartmentalization' simply refers to the division of the skatepark project into manageable units. We do not tolerate cost/schedule cutting through the use of massive concrete pours. We prefer instead to pour panels within manageable dimensions that allow experienced finishing crews to spend time 'polishing' and 'smoothing - out' the finished surface. The first panel poured should resemble the last, thereby providing a uniform surface across the park.



CNC Form Fabrication and Custom Finishing Tools - To further ensure all concrete elements are completed accurately to the set design specifications, New Line Skateparks Inc. has access to a custom fabrication facility equipped with Computer Numerical Control (CNC) technology. The shop prepares complex forming packages and custom concrete finishing tools required for each unique project. The specially fabricated forms and tools allow for a significantly higher degree of terrain accuracy and quality throughout each park while providing heightened efficiency and cost savings by virtually eliminating the majority of arduous onsite form preparation (typically 2 - 3 weeks). The CNC form and tool system is proprietary to New Line Skateparks and has been the result of years of testing on projects across the globe.



NEWLINE
SKATEPARKS

BMX Reinforced Coping / Custom Edge Detailing - With the range of users taking advantage of the new recreational opportunities afforded by youth parks, we have seen some challenges to strong construction and durability. Skateboards, bmx, and inline, all have an impact on the park and it is critical to provide a 'heavy-duty' finish so that the park maintains a safe and 'new' feeling for many years. One of the main issues related to park degradation is weak edges. These edges exist on all concrete features, either at coping or on steel edged ledges.

One "optional" innovation that was brought about due to concrete damage from bmx 'pegs' was the alteration of our coping detail. We now utilize heavy gauge steel plates welded to the top of coping (with the appropriate offset for 'locking-on'), set flush in the outer deck of the park. **This detailing is used exclusively by our team and provides a consistent and heavy wear plate for the extended pegs of modified bmx. This innovation does not affect the skateability of a park, but enhances the long-term wear of the concrete.**

Another innovation in edge detailing is the use of custom poured concrete edges. The construction team prepares a number of forms that replicate the concrete edges of surrounding seat walls and ledges. These 'concrete coping' elements are bolted into place where traditionally we have placed steel edging. This element provides a true 'street' feel. Skaters have commented that they appreciate some elements within the park that allow them to have a true concrete grind edge. This concrete element can be changed after a period of heavy wear, without large cost or time expenditure. The result is a park that feels 'new' for an extended period of time.



Concrete Mix Design and Reinforcement - While the skatepark must be formed, shaped, and finished correctly, it is critically important not to overlook the intricacies of effective concrete mix design and reinforcement specifications. As one of the Country's longest running municipal concrete skatepark builders, New Line Skateparks brings nearly 23 years of proven skatepark-specific concrete mix design and reinforcement research and field testing to every project undertaken. Each specialized concrete mix design variation and associated steel reinforcement specification has been developed with feedback from multiple engineering disciplines, ready-mix suppliers, and ACI / ASA certified concrete consultants, and will be tailored to each skatepark's unique terrain elements (ie. flat vs ledge, vs. bank vs transition vs oververtical), site-specific engineering recommendations, and regional aggregate properties. The result will be a final skatepark facility with superb concrete durability and performance specific to *local climatic conditions in Pompano Beach* . Our continued leadership in the field of skatepark-specific concrete mix design and reinforcement technology is a major reason *our team has earned the trust of communities across the Continent.*

All Weather / Winter Construction - Our team is no stranger to difficult work conditions and demanding time lines. With many municipalities facing increasingly stringent grant requirements and ambitious community expectations related to project schedule and budget, we have responded with the development of specialized tools and procedures that will minimize risk of project weather delay. This includes the use of a specialized series of concrete shelter systems as well as other industry best practices for architectural concrete works under inclement weather conditions. Our success in this area has made us one of the most sought after construction teams for time-sensitive and off-season projects.





NEWLINE
SKATEPARKS

Community / local business participation / youth mentorship and work experience programs - Truly successful skateparks have proven to be the result of active involvement from individuals across the entire community. This is true in relation to gathering input during the design process but often also throughout the execution of the park's construction. Our team welcomes the participation of community members and neighborhood businesses throughout project's duration in both a paid and volunteer/donation capacity. From past experience, we know that many landmark projects would not be possible without this consideration.

Please see the following information on our approach to accommodating various donations and keeping project monies within the community by retaining local businesses to assist with project work.



local company, MD Landscaping, assists with excavation and grading in Cochrane, AB

community volunteer and skatepark work experience program at Mount Nelson Skatepark - Invermere, BC



Donations in kind... Donations of cash and materials/labor in kind from the community may be contributed to this project during design development and at various points throughout construction. Our team welcomes select donations of materials and labour at a reasonable market value. Each donation will be reviewed and discussed with the project owner and a value will be set prior to accepting. Each contribution will result in a contract credit or addition to the park development. These additions may include extra square footage, park amenities, additional landscaping, etc. Our team will work closely with the CPB in exploring major in-kind donation options - especially opportunities in the areas of concrete supply, fill material, excavation machine time, landscaping supply, site fencing, iron works, etc. In past projects we have seen some of these items contribute to up to a third or more of the overall project budget!

Paid Participation... Although concrete youth/skatepark construction is a highly specialized field involving unique equipment and personnel, there are still many opportunities for local businesses to assist with paid scopes of work for the Pompano Beach project (we want to keep as much of the skatepark construction budget possible within the community). Below are materials, equipment and labour our team will seek to source in Pompano Beach (these items may also serve as eligible in-kind donations):

- Excavation machinery and civil works services/contractors
- Trucking / shipping
- Structural fill materials
- Drainage materials
- Rebar
- Lumber
- Concrete supply and pumping
- Overnight site security during critical pours
- Landscaping services and materials
- General labour for basic site assistance

Safety – Safety of our crews and the community from project start to finish is paramount to our team. Over the past 22 years we have developed a comprehensive OH & S compliant safety plan designed to protect our crews and the public throughout the construction process. Success with our safety program is evidenced by a clean track record with Workers Compensation and zero formal infractions issued by any state safety regulatory body to date. **We look forward to continuing safe operations for the City as an official Certificate of Recognition (COR) accredited company. New Line Skateparks was the first concrete skatepark specific design-build team in North America to hold this advanced standard of construction safety certification.** We look forward to submitting our detailed safety plan for the CPB to review prior to construction start-up.



**Workplace Safety
Certificate of
Recognition**

5. Overall Quality Control - *New Line Skateparks has established design and construction operations that are in general compliance with ISO 9001 quality assurance measures, and environmental policies in general compliance with ISO 14001.* Our team will provide timely reports on project progress for compliance to specifications and client expectations. Detailed reports will be provided to the owner's representative to ensure that schedule, budget, and deliverables are met. If the Owner has specific questions related to progress, schedule, or quality, our team of professionals will investigate and respond in a timely fashion. Our team uses ISO 9001 standard protocol for project documentation and reporting. The Owner can expect clear, concise, and professional documentation of project progress so that reports can be made to other senior staff, specific departments, or political constituents.

Budget Control - Our team is a national leader for concrete skatepark design, technical detail development, and construction. Because of our intimate knowledge of this style of project development, we are collectively involved with approximately 35 new concrete youth parks every year. This involvement in a variety of jurisdictions has given us a unique perspective on costing trends and projections throughout Florida and across the continent. Our in-house senior quantity survey team has worked on over 450+ construction sites for skatepark development and we bring an unparalleled understanding of the issues that affect concrete skatepark construction costs. Our team has full confidence in our ability to deliver a final design and construction program that will demonstrate exceptional value for the CPB and remain on-budget in accordance with the original project parameters. We look forward continuing this track record of budget certainty during this project with a final detailed construction cost breakdown submitted for approval prior to construction start-up.

Schedule Control - From our experience working on ~450 similar facility developments across the continent, our team is confident that the schedule outlined within this proposal is both reasonable and achievable. A final project timeline will be confirmed (and adjusted if desired) with the owner prior to start up and reviewed on a weekly basis by the consulting team to ensure key milestones are being met within set time allowances. Should a schedule deviation occur, all parties will be notified immediately with a discussion on project implications and mitigation options taking place thereafter.



NEWLINE
SKATEPARKS

6. Warranty and Post Occupancy Support - Having the appropriate checks and balances is important for any large construction project. The development of the new Pompano Beach Skatepark will be no different in this respect. Our team will be available to commission a series of testing over the project's course including fill compaction as well as various concrete mix design, slump, and cure tests. In addition, we will work with the Owner to create an open schedule of inspections by the appropriate municipal staff and local regulatory bodies. This will then be backed by our 2 year warranty program with regular review inspections conducted by senior staff from our Florida o base (warranty period may be extended subject to negotiation and associated bonding costs).

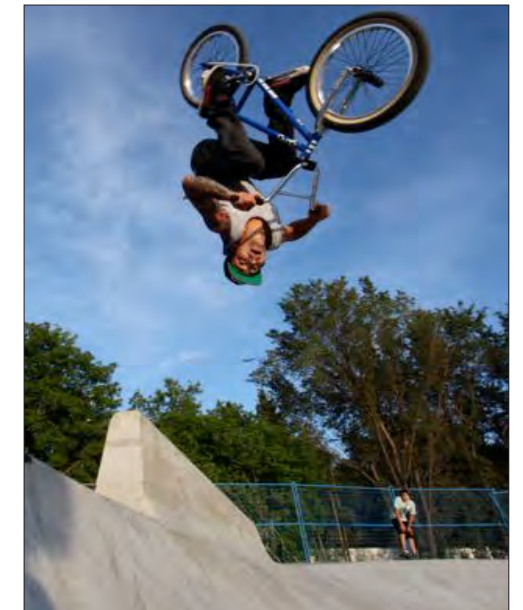
Prior to opening our crews will also conduct a *maintenance and care seminar with appropriate City Staff*. This will include an onsite 'hands on' session covering typical maintenance and operations procedures. Finally, a comprehensive park *operations and maintenance manual* will be provided for reference, and we are always available for assistance with our parks at anytime.

As much of the park will be constructed highly durable municipal grade concrete based on the best practices of our 23 year industry tenure, the facility will require relatively minimal maintenance over the expected 35+ year life span. That said, we encourage our clients to engage in regular inspections and some level care for the park each season.

7. Unique and Extraordinary Project Delivery (Valued-Added)

NOT 'JUST ANOTHER' SKATEPARK... While a base scope of work is outlined for this project, our team intends on delivering a final design and construction program that will far exceed minimum project requirements and provide a considerable amount of additional value to the CPB. We not only want to create an amazing skatepark, but an amazing public space that will serve as a marquee component of Community Park. On top of bold, compelling, and highly accessible forms of street/bowl/pump track terrain inviting to all abilities we look forward to working with local youth and families to create a 'signature' of community. In recognition of team's our 23rd anniversary, we also look forward to providing the following value-added offerings at no-charge.

- **Post occupancy skatepark programming consulting and 3 day residency for school-based skateboarding program**
- **Grand opening event production assistance including securing high-level professional skateboarders (including our own Kanten Russell) and bikers for through our team's connections to some of the world's elite action sports athletes and their industry sponsors**
- **Professional video production of grand opening festivities and the related park development journey**
- **\$2,000 in professional skateboarding/BMX/Scooter/Inline prizes for park opening celebrations**



AN OWNER'S GUIDE FOR YOUR NEW SKATEPARK

Congratulations, your community is now the proud owner of a modern concrete skatepark! As with all public facilities and capital assets, your new skatepark will require management. This document offers a summary of tips and advice to be considered for both PRE AND POST OCCUPANCY in 3 key areas:

- RISK MANAGEMENT**
- MAINTENANCE & OPERATIONS**
- PEOPLE & COMMUNITY**

* Disclaimer: The information provided in this manual is a collection of general tips and suggestions based on our team members' and clients' past experience in the development and operations of public concrete skateparks. While we hope this guide is helpful, it is not intended to be an exhaustive or definitive resource for all aspects related to the topics addressed therein (Risk Management, Maintenance and Ops, Community Integration). In particular, all Risk Management information should be reviewed and approved by your Risk / Legal Professional prior to implementation.



METHODOLOGY AND SCHEDULE

The following pages reflect our detailed work plan and project schedule. While we are confident in the rationale for our methodology, our team is always open to adjustments in cooperation with the City to best serve the project. We have been careful to monitor our company growth and workload over the last two decades and offer our full confirmation that our team (~75 full time staff) has the availability, and specialized resources required to execute this special community project within the schedule parameters outlined. Our project commitment involves a highly responsive, in-person consulting presence and interaction with the City and community, taking advantage of our history of work in the region and our intimate understanding the of the design-build challenge that lies ahead.

Phase 1: Site Analysis, Community Consultation and Concept Design

Task	Timeline/Deliverables
<p>1. Project Initiation, Program Review and Site Base Data Collection</p> <p>The Design-Build Team will meet with the City to review the intended program for the skatepark development. At this time, project goals and objectives will be confirmed, work plan steps and schedule milestones reviewed, lines of communication established (including a suggested bi-weekly update meeting day and time), and key design and engineering parameters verified. Focused time will also be reserved to discuss our proposed approach to the key stakeholder and public engagement process.</p> <p>The Design-Build Team will then work with the City to review all on hand base data for the site. This will include all relevant planning documents and development guidelines, existing GIS information, and other pertinent data related to grades, irrigation, existing vegetation, current and future site development. This information (along with a separately commissioned site survey and geotechnical study if needed) will contribute to the base for all future planning and design work.</p> <p>We will conclude the Initiation session with a thorough 'walkthrough' of the project site with City staff to discuss existing conditions and other key context-driven development considerations.</p>	<p><i>Week 1 (Upon Award)</i></p> <p>Meeting minutes key contact Information</p> <p>Project Journal initiated</p> <p>Proposal concepts and budget reviewed</p> <p>Project safety, environmental and quality assurance plan submitted</p> <p>Geotechnical Study and Site Survey Initiated</p>
<p>2. Create Base Maps and Site Analysis Drawings</p> <p>Using information gleaned from task one, the design team will prepare base maps from which all future design work will be based. This is critical to ensure that design development adheres to an accurate site specific data set and the design team does not encounter unexpected site conditions later in the technical design phase.</p>	

Phase 1: Site Analysis, Community Consultation and Concept Design...

Task	Timeline/Deliverables
<p>3. Skateparks 101 Community Participatory Design Workshop 1</p> <p>Prior to engaging in conceptual design development, the consulting team will conduct a community project information session and design workshop. This ~2hr session usually takes place in the early evening at a time convenient to both parents and youth. The workshop will begin with a presentation introducing the project team and objectives, an overview of the skatepark development journey, and an exciting case study based review of modern concrete skateparks and the activities they facilitate (our internationally recognized 'Skateparks 101' presentation). Once attendees are familiarized with the project parameters and vast array of skatepark improvement/ expansion possibilities / options, the workshop will then transition to a comprehensive, 'hands-on' component consisting of a 'dotmocracy' exercise, interactive drawing/ sketching, writing, discussion, modelling of specific park layout/features, and site integration options (<i>note that the preliminary/sample concept direction submitted in this proposal may be referenced as a starting point for this exercise</i>)</p> <p>The workshop will conclude with a general summary of the input received and the collection of all participant sketches and feedback forms. Attendees will be encouraged to continue submitting ideas and comments through our custom online survey until such time that the design team returns for the next community design workshop.</p>	<p><i>Week 3</i></p> <p>Prepare and conduct workshop</p> <p>Minutes and summary report of workshop submitted to Owner</p> <p>Online forum open for continued feedback.</p>
<p>4. Begin Development of Alternate Design Concepts</p> <p>The consulting team will tabulate information from the first participatory design workshop and initial key stakeholder meetings to begin developing concept directions. Our experience has shown us that one dominant design detail will begin to emerge through this process, although we will offer a couple concept options for feedback. Our team is prepared to provide design for all aspects of the surrounding site area as highly integrated design approach.</p>	<p>Workshop feedback tabulated into spreadsheets, written summary, and presentation graphics for Owner and Public review. In-progress design sketches provided to Owner and posted online for continued feedback</p>
<p>5. Internal Review of Preliminary Budget Concept Options</p> <p>The consulting team will meet with the City to review the concept development progress and discuss budgetary issues. The designs will continue to be refined and the cost implications of the preliminary concept(s) will be evaluated in preparation for presentation to the public</p>	<p><i>Week 8</i></p> <p>2D concept drawings and preliminary cost estimates reviewed with City</p>



NEWLINE
SKATEPARKS

Phase 1: Site Analysis, Community Consultation and Concept Design...

Task	Timeline/Deliverables
<p>6. Presentation of Preliminary Concepts - Community Design Workshop 2</p> <p>Comprehensive 2D renderings of the preliminary concept design options will be brought back to the community for feedback through a second interactive design workshop on a weekday evening convenient for parents and youth. The concept presentation will consist of a PowerPoint aided overview of the development process to date, a discussion of the guiding principles established at the first participatory workshop, and a thorough review of the site-specific concept design(s) developed for the skatepark expansion/improvements. This will be followed by a general Q&A session and opportunity for attendees to vote (via feedback forms and online survey) on the preferred concept directions + submit suggestions for any final modifications of the final concept design.</p>	<p><i>Week 10</i></p> <p>Prepare and conduct workshop</p> <p>24" x 36" presentation panels of 2D skatepark concept renderings.</p> <p>Concepts will be posted to online forum for continued voting.</p>
<p>7. Preparation of Preferred Concept Design and Review with City</p> <p>Detailed 3D renderings and updated cost information of the preferred concept will be prepared and then reviewed with the City for comment and feedback.</p>	<p><i>Week 15</i></p>
<p>8. Presentation of Preferred Concept - Community Design Workshop 3</p> <p>Comprehensive photorealistic 3D renderings of the preferred concept design will be brought back to the community for any final feedback through a third interactive design workshop. The final community concept presentation will consist of a PowerPoint aided overview of the development process to date and a thorough review of the final concept design developed for the skatepark. This will be followed an opportunity for attendees to provide any last comments for consideration in written feedback forms.</p>	<p><i>Week 16</i></p> <p>Prepare and conduct workshop</p> <p>24" x 36" presentation panels of 3D skatepark concept renderings.</p>
<p>9. Submission of Final Concept Design and Phase 1 Summary Report</p> <p>Any modifications as a result of the final community concept design review will be prioritized for implementation and work will begin on the final concept adjustments in conjunction with the City. We will update our plans so that the preferred park concept is fully dimensionally correct and technical drawings can proceed with ease. The final park concept and Phase 1 summary report will be submitted to the City and we will be available to conduct any final presentations to relevant parties as required.</p>	<p><i>Week 17</i></p> <p>Final concept design renderings and conceptual cost estimate+ Phase 1 summary report.</p>

Phase 2: Technical Design, Construction Drawings and Permitting

Task	Timeline/Deliverables
<p>1. Begin Working Drawings and Specifications and Permit Applications</p> <p>We will begin work in earnest to complete the technical specifications and working drawings for the youth park project. We anticipate a time frame of 5 weeks until we can submit 60% drawings for discussion and review with City Staff.</p>	<p><i>Week 18</i></p>
<p>2. Complete Construction Drawings Reviews</p> <p>The technical design team will complete all construction detailing, construction documents and specifications for the skatepark project. Drawing sets and cost estimates will be sent to the City and relevant County and State approval bodies for full red line review and approvals at 60%, 90%, and 100%. Update meetings to review and approve potential in-kind donations will also be conducted at each drawing review milestone.</p>	<p>60%, 90%, and 100% complete drawings, and cost estimates</p>
<p>3. Delivery of Final Construction Drawings</p> <p>Any last amendments will be included in final construction documents and specifications. Final sealed IFC drawings, specifications, and GMP budget package will be sent to the Owner in accordance with the desired file scheme. Any changes made during construction will be provided via 'as built' drawings upon completion.</p>	<p><i>Week 34</i></p> <p>Copies of IFC drawings package, specifications, and final budget delivered to Owner in CAD and PDF formats</p>

Phase 3: Construction

<p>1. Construction Mobilization</p> <p>The construction team will meet with City to review the priorities for park construction and a detailed schedule for completion of key milestones within each phase of construction. Our key COR (Certificate of Recognition) site safety policies, environmental program, and ISO 9001 generally compliant construction quality assurance measures will also be confirmed at this time. We will also work with the City to physically verify the site fencing, construction access and staging areas, and traffic control realities.</p>	<p><i>Week 1</i></p> <p>(Exact 2025 Construction Start Date to be determined with CPB) Weekly meeting date with Owner set. Construction progress meeting minutes to be submitted weekly.</p>
---	--



NEWLINE
SKATEPARKS

Phase 3: Construction...

Task		Timeline
2.	Layout, Demolitions and Site Preparation The construction team will layout all design grades, complete all required demolitions and removals, and prepare the site for grading and drainage.	<i>Week 1</i>
3.	Grading & Drainage The construction team will proceed with installation of the drainage system. Any required site servicing (including conduit and lighting pole bases) will be roughed into the park area at this time. Base skatepark design grades will then be established.	<i>Week 2-4</i>
4.	Fine Shaping / Banks & Transitions Once the rough grades are established and the drainage is installed, we will proceed with fine shaping of the park elements. The park construction team will then assess the weather forecast. If weather is favourable for pouring concrete, our team will proceed with installing the banks and transitions. All banks and transitions are poured in small, controlled panels to ensure proper shaping and finishing.	<i>Week 5</i>
5.	Flat Slabs Once all banks and panels are complete the construction team will prepare, form and pour the base slabs. These sections will require favourable weather as they are larger pours.	<i>Week 10</i>

Phase 3: Construction...

Task		Timeline
6.	Ledges & keystone features Upon completion of the banks, transitions and flat slabs, the construction team will proceed with forming and pouring all ledges and keystone features.	<i>Week 12</i>
7.	Finishing Landscaping / Lighting / Support Amenities Once all concrete is completed and the park is cleaned and ready for use, our team will coordinate all landscaping, lighting and support amenities installation.	<i>Week 15</i>
8.	Clean Up / Demobilization / Project Close-Out and Facility Grand Opening Upon completion of all construction works, our team will remove debris and prepare the park for public use. Prior to opening our crews will also conduct a <i>maintenance and care seminar with appropriate City Staff</i> . This will include an onsite 'hands on' session covering typical maintenance and operations procedures. As-built drawings will be submitted and our warranty program will be initiated. Finally, at New Line Skateparks, we also take pride in participating in the skatepark opening ceremony and dedication events by helping organize professional skateboarding talent and prizes for the community. We are committed to employing our full resources for completion of the project in a timely manner to maximize community use for the season. Construction of this community scale park is expected to take approximately 20 weeks from mobilization. It is our intention to work efficiently until project completion. Should severe weather alter our work program, we will adjust our schedule to ensure quality control.	<i>Week 20</i>

POMPANO COMMUNITY PARK SKATEPARK

SAMPLE CONCEPT EXPLORATION



SITE PLAN LEGEND

POTENTIAL SKATE FEATURES

- A** Signature 'Pompano Beach Street Island' with Stacked Ledges
- B** Street Lane - Flat Ledges & Flat Rail
- C** 3' Quarter Pipe with Transition Pocket
- D** Bank Ramp with Downrail & Hubba Ledge
- E** 3' Bank with 6-Stair & Handrail, Step-up Gap
- F** 2' Bank with Transition Hip Extension
- G** 4-5' Deep Flow Bowl Shallow End
- H** Flow Bowl Tractor Seat Peninsula
- I** 9-10' Competition Flow Bowl Deep End with Extension
- J** Pump Track Berm Pocket with Staging Area
- K** Pump Track Corner Pocket
- L** Pump Track Rollers
- M** Pump Track Berm Pocket with Staging Area

POTENTIAL SITE AMENITIES & FEATURES

- 1** Pedestrian Plaza
- 2** Secondary Entry from Parking Lot
- 3** ADA Accessible Route to Upper Deck / Pump Track
- 4** Event / Contest Judging Staging Area
- 5** Street Course Spectator Lawn
- 6** Flow Bowl & Pump Track Spectator Lawn
- 7** Dedicated Pedestrian Pathway Through Skate Zones
- 8** Planting Area(s)
- 9** Stormwater Detention Basins

This preliminary design direction illustrates one of countless stylistic approaches and terrain assortments that could be pursued in some form for the new Pompano Beach Skatepark. Included in this direction, is a versatile selection of highly accessible site-built custom concrete skatepark features tactfully tied into the surrounding landscape. Hardsurface terrain elements may be complimented by numerous safe and inviting viewing areas, possible biofiltration storm water management zones, strong connections to surrounding pathways, and opportunities locally inspired skateable art installations. Creative saw cut floor patterns, integral color concrete, a custom community logo inscription, and an integrated entry sign could introduce the skatepark to all visitors. *Note: This is a sample concept only. Final skatepark size and features will be dependent on confirmed civil approach + geotechnical details, and the extent of landscaping, pathway surfacing material + amenity specification desired by Owner. Final design will also be informed by our in-depth consultation process with the Owner and community.*



POMPANO BEACH, FL

AUGUST 2024

WWW.NEWLINESKATEPARKS.COM

POMPANO COMMUNITY PARK SKATEPARK

— SAMPLE CONCEPT EXPLORATION

BIRD'S EYE VIEW OF SKATEPARK



ADDITIONAL PERSPECTIVE VIEWS



This preliminary design direction illustrates one of countless stylistic approaches and terrain assortments that could be pursued in some form for the new Pompano Beach Skatepark. Included in this direction, is a versatile selection of highly accessible site-built custom concrete skatepark features tactfully tied into the surrounding landscape. Hardsurface terrain elements may be complimented by numerous safe and inviting viewing areas, possible biofiltration storm water management zones, strong connections to surrounding pathways, and opportunities locally inspired skateable art installations. Creative saw cut floor patterns, integral color concrete, a custom community logo inscription, and an integrated entry sign could introduce the skatepark to all visitors. *Note: This is a sample concept only. Final skatepark size and features will be dependent on confirmed civil approach + geotechnical details, and the extent of landscaping, pathway surfacing material + amenity specification desired by Owner. Final design will also be informed by our in-depth consultation process with the Owner and community.*

POMPANO BEACH, FL

AUGUST 2024

WWW.NEWLINESKATEPARKS.COM

POMPANO COMMUNITY PARK SKATEPARK

SAMPLE CONCEPT EXPLORATION

BIRD'S EYE VIEW OF SKATEPARK



ADDITIONAL PERSPECTIVE VIEWS



This preliminary design direction illustrates one of countless stylistic approaches and terrain assortments that could be pursued in some form for the new Pompano Beach Skatepark. Included in this direction, is a versatile selection of highly accessible site-built custom concrete skatepark features tactfully tied into the surrounding landscape. Hardsurface terrain elements may be complimented by numerous safe and inviting viewing areas, possible biofiltration storm water management zones, strong connections to surrounding pathways, and opportunities locally inspired skateable art installations. Creative saw cut floor patterns, integral color concrete, a custom community logo inscription, and an integrated entry sign could introduce the skatepark to all visitors. *Note: This is a sample concept only. Final skatepark size and features will be dependent on confirmed civil approach + geotechnical details, and the extent of landscaping, pathway surfacing material + amenity specification desired by Owner. Final design will also be informed by our in-depth consultation process with the Owner and community.*

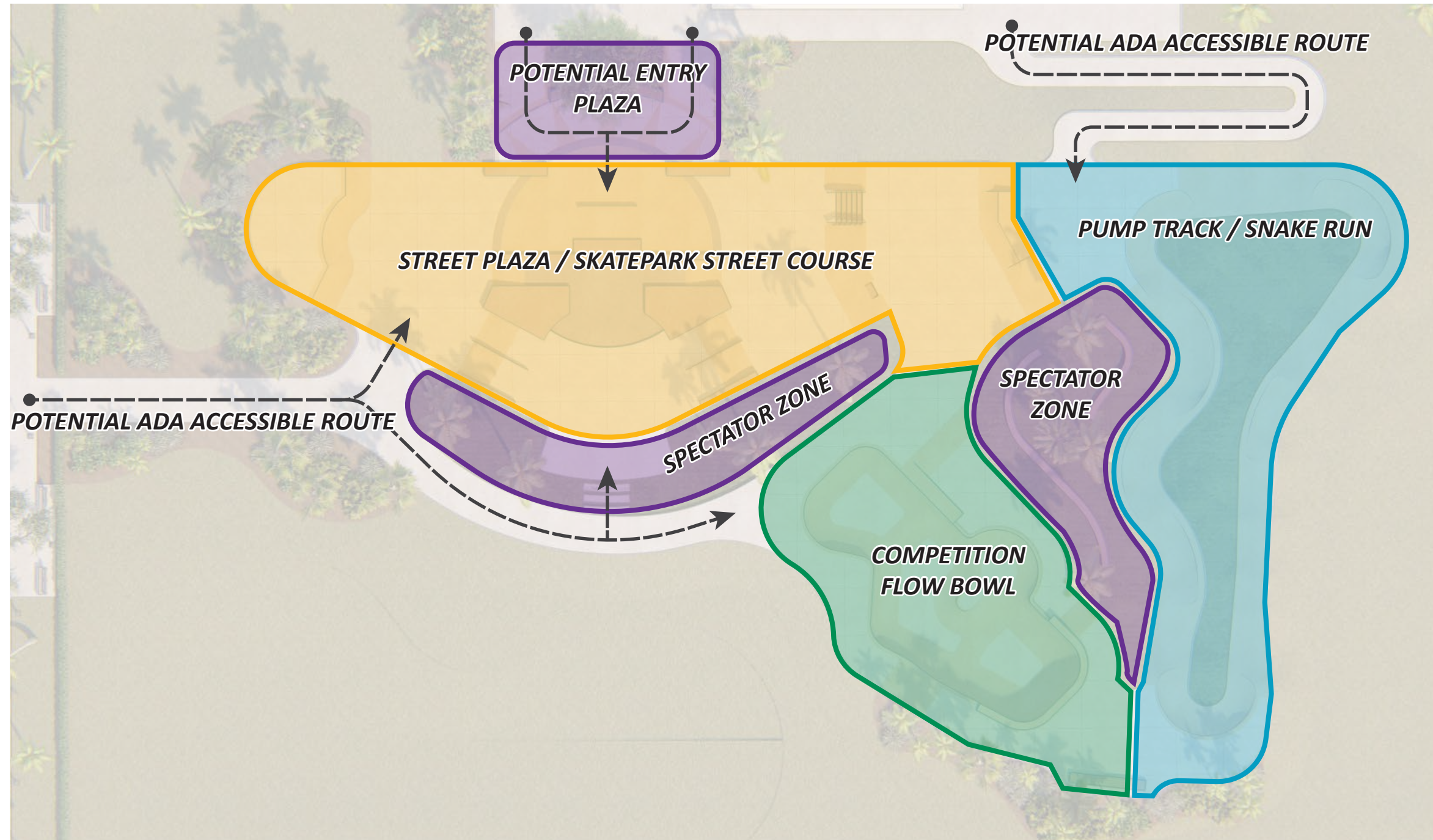
POMPANO BEACH, FL

AUGUST 2024

WWW.NEWLINESKATEPARKS.COM

POMPANO COMMUNITY PARK SKATEPARK

SAMPLE CONCEPT EXPLORATION

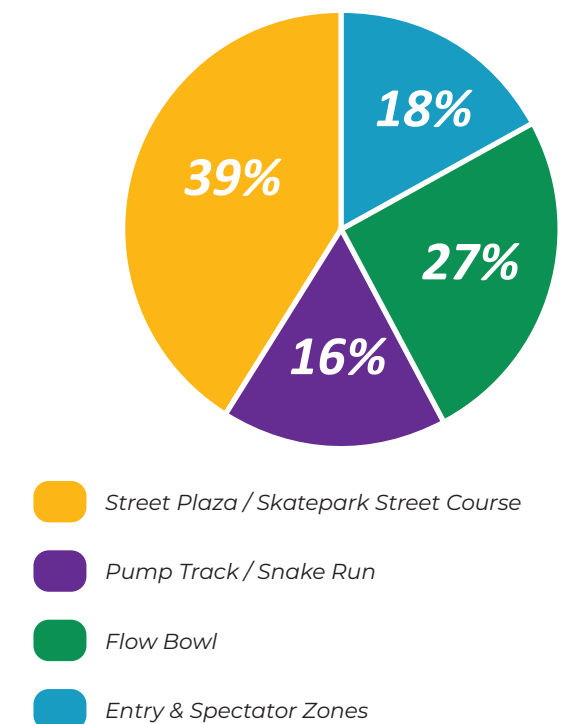


LEGEND

SITE PROGRAMMING

- Street Plaza / Skatepark Street Course
- Pump Track / Snake Run
- Competition Style Flow Bowl
- Entry Plazas & Spectator Zones

TERRAIN STYLE BREAKDOWN



This preliminary design direction illustrates one of countless stylistic approaches and terrain assortments that could be pursued in some form for the new Pompano Beach Skatepark. Included in this direction, is a versatile selection of highly accessible site-built custom concrete skatepark features tactfully tied into the surrounding landscape. Hardsurface terrain elements may be complimented by numerous safe and inviting viewing areas, possible biofiltration storm water management zones, strong connections to surrounding pathways, and opportunities locally inspired skateable art installations. Creative saw cut floor patterns, integral color concrete, a custom community logo inscription, and an integrated entry sign could introduce the skatepark to all visitors. *Note: This is a sample concept only. Final skatepark size and features will be dependent on confirmed civil approach + geotechnical details, and the extent of landscaping, pathway surfacing material + amenity specification desired by Owner. Final design will also be informed by our in-depth consultation process with the Owner and community.*



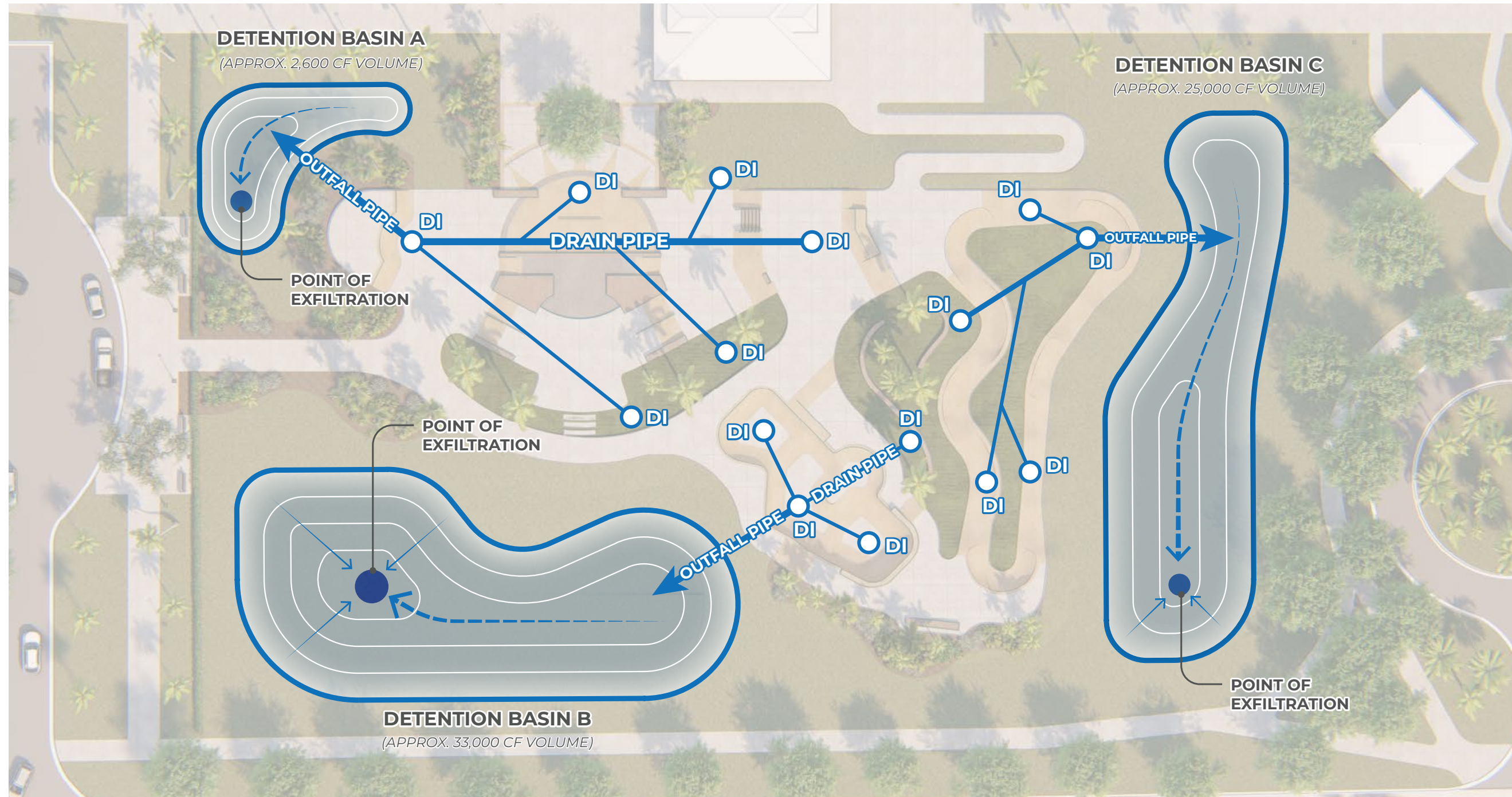
POMPANO BEACH, FL

AUGUST 2024

WWW.NEWLINESKATEPARKS.COM

POMPANO COMMUNITY PARK SKATEPARK

— SAMPLE CONCEPT EXPLORATION



This preliminary design direction illustrates one of countless stylistic approaches and terrain assortments that could be pursued in some form for the new Pompano Beach Skatepark. Included in this direction, is a versatile selection of highly accessible site-built custom concrete skatepark features tactfully tied into the surrounding landscape. Hardsurface terrain elements may be complimented by numerous safe and inviting viewing areas, possible biofiltration storm water management zones, strong connections to surrounding pathways, and opportunities locally inspired skateable art installations. Creative saw cut floor patterns, integral color concrete, a custom community logo inscription, and an integrated entry sign could introduce the skatepark to all visitors. *Note: This is a sample concept only. Final skatepark size and features will be dependent on confirmed civil approach + geotechnical details, and the extent of landscaping, pathway surfacing material + amenity specification desired by Owner. Final design will also be informed by our in-depth consultation process with the Owner and community.*



POMPANO BEACH, FL

AUGUST 2024

WWW.NEWLINESKATEPARKS.COM

COST OF **SERVICES**



POMPANO BEACH SKATEPARK DESIGN-BUILD

Fees / Schedule of Effort

	individual							DIRECT COSTS	PROJECT TOTAL
	Kyle Dion + Trevor Morgan Managing Principals	Kanten Russell Design Director	Tony Misiano Cost Est + Construction PM	Mary Soria + Chris Long Technical Designers	Andrew Doyle Assist Design PM	Andy Stone Skatepark Civil Engineer	Mark van Der Zalm Skatepark Land. Arch		
hourly rate	\$140.00	\$120.00	\$100.00	\$100.00	\$110.00	\$160.00	\$125.00		
Project Initiation, Community Consultation and Concept Design									
Start Up Meeting, Onsite Analysis and Program Review (Project Initiation)	8	8	8	8					
Base Data Collection and Creation of Site Analysis Drawings	4	4	4	8	6	4	4		
Community Design Workshop 1 (Project Intro, Guiding Principles, Terrain and Site Dev. Priorities)	2	4		6	6			Large Format Printing	\$300.00
Development of Preliminary Concept and Review with City	12	22	8	25	10	2	2		
Community Design Workshop 2 (Presentation of Prelim Concepts and Feedback)	4	4		8	8			Large Format Printing	\$300.00
Development of Preferred Concept and Review with City	12	22	8	25	10	2	2		
Community Design Workshop 3 (Presentation of Preferred Concept and Final Feedback)	4	4		6	8			Large Format Printing	\$300.00
Submission of Final Concept Design and Conceptual Cost Estimate	8	8	10	16	12	2	2		
	\$7,560.00	\$9,120.00	\$3,800.00	\$10,200.00	\$6,600.00	\$1,600.00	\$1,250.00	\$900.00	\$41,030.00
Technical Design and Construction Drawings									
Detailed Design Development	12	20	8	20	16	12	10		
60% Technical Drawings Review and Cost Estimate	12	16	6	35	16	6	6		
90% Technical Drawings and Cost Estimate Review	8	12	6	32	16	6	6		
100% Technical Drawings and Cost Estimate Review	6	12	6	32	16	6	6		
Submission of IFC Drawings + Final Cost Breakdown	6	12	6	20	16	4	4	Large Format Printing	\$150.00
	\$6,160.00	\$8,640.00	\$3,200.00	\$13,900.00	\$8,800.00	\$5,440.00	\$4,000.00	\$150.00	\$50,290.00
Local Civil Engineering and Site Design Assistance (Keith)									\$30,000.00
Electrical Engineer / Lighting Design Allowance (HLB)									\$20,000.00
Site Geotechnical Study (ECS)									\$9,500.00
Design and Engineering Fees									\$150,820.00
Construction, As-Built Drawings, O&M Training									
Completion of all Construction Responsibilities + As Built Drawings and Operations and Maintenance Training (Lump Sum - assumes City intends to use virtually all available budget and maximize facility activity value). Final budget breakdown (not exceeding RFP project cap) to be issued upon resolution of design.									
Construction Cost									\$1,647,180.00
Value added items such as in-kind donations program, grand opening event production assistance, graffiti management consulting, custom site furnishings design, School based skateboarding program info etc. are all included in our standard fees (shown above).									Not to Exceed Project Total \$1,798,000.00

PROPOSED SCHEDULE



*INSURANCE CERTIFICATES
AND REQUIRED*

FORMS



Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 11 of 44 Pages

numbered as indicated below and be included in "this section" of your submitted proposal: do not place this information in any other section of your proposal.

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

PROPOSER INFORMATION PAGE

RFP T, 12-24 Skatepark Design/Construction Services
(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) Kyle Dion Title Director

Company (Legal Registered) New Line Skateparks FL, Inc

Federal Tax Identification Number 320531713

Address #1, 137 West Marion Avenue

City/State/Zip Edgewater, Florida, 32132

Telephone No. 1-866-463-9546 Fax No. 604-530-1119

Email Address kyle@newlineskateparks.com

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? Yes No Do not check both boxes. Failure to agree with Section 7.1 of the RFP shall result in the disqualification of the entire proposal.

4.2.2 Complete and return, with your proposal, EXHIBIT B – Conflict of Interest of the RFP. This is a required document.

4.2.3 Complete and return, with your proposal, EXHIBIT C – Debarment of the RFP. This is a required document.

4.3 Evaluation Criteria – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, and Cost of Services): This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating the proposal submitted. Proposers are requested to respond in the format and organizational structure stated, and to refrain from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire proposal.

4.3.1 Proposer’s Experience & Qualifications – (Maximum 35 allowable points):

4.3.1.1 Executive Summary: Submit a brief executive summary (abstract) stating the Proposer’s understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP.

4.3.1.2 Company Profile:

- A. Size of the organization. Show the personnel structure (flow chart) of your organization.
- B. The number of years in business.
- C. The number of years of experience providing Skatepark Design/Construction Services.

4.4.1.3 References: Provide a minimum of three references, clients either past or current, for whom Proposer has provided Skatepark Design/Construction Services. References shall include, at a minimum, client and/or City’s name and address, contact name, contact telephone number, and scope of services provided by the Proposer. (See EXHIBIT E to be provided with the proposal)

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 39 of 70 Pages

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 41 of 70 Pages

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS
(See General Condition 7.15 and Section 4.2)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer and subcontractor/consultant must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of COPB. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	COPB Title or Position of Proposer's Employee	COPB Department of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Proposer who are also an employee of COPB.

I hereby affirm that all known persons who are employed by Proposer, who are also an employee of COPB, have been identified above.



Kyle Dion

Signature

Printed Name of Official

New Line Skateparks FL Inc

Company Name

#1, 137 West Marion Avenue Edgewater, Florida, 32132

Business Address

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS
(See General Condition 7.60 and Section 4.2)

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE.)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

New Line Skateparks FL Inc

Organization Name

Kyle Dion, Director

Name(s) and Title(s) of Authorized Representative(s)



Signature(s)

July 8, 2024

Date

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 43 of 70 Pages

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 47 of 70 Pages

ATTACHMENT D – BIDDING PREFERENCE – (DELETE FOR SERVICES ONLY)

LEGAL OPINION OF BIDDING PREFERENCE (See Special Condition 7.6, General Condition 8.2.4)

MUST BE COMPLETED BY ALL PROPOSERS

Bidder (Firm)
Name: New Line Skateparks FL Inc

Identify the state in which the Bidder has its principal place of business:
Florida

Bidder's Signature: 

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

If your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

ATTACHMENT H – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED ELECTRONICALLY OR IN HANDWRITING.

This sworn statement is submitted to The City of Pompano Beach

By Kyle Dion, Director
for New Line Skateparks FL Inc
whose business address is
#1, 137 West Marion Avenue, Edgewater, Florida, 32132

and (if applicable) its Federal Employer Identification Number (FEIN) is
FEIN 320531713

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. Under penalties of perjury, I declare that I have read the foregoing Drug Free Work place and that the facts

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 48 of 70 Pages

stated in it are true.

Edgewater, Flo

(Vendor Electronic Or

Handwritten Signature)



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
New Line Skateparks FL, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
#1 - 137 West Marion Avenue

6 City, state, and ZIP code
Edgewater, FL 32132

7 List account number(s) here (optional)

Requester's name and address (optional)
The City of Pompano Beach
1190 NE 3 Avenue
Pompano Beach, FL 33060



Surety Prequalification Letter

Date: JULY 11th, 2024

To: THE CITY OF POMPANO BEACH, FLORIDA
General Services and Procurement Department
1190 NE 3 Avenue, Pompano Beach, FL 33060

Re: **CONTRACTOR:** NEW LINE SKATEPARKS FL, INC.

PROJECT: (RFP): T-12-24 - Skatepark Design/Construction Services

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	2		0	5	3	1	7	1	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *K. Dion* Date ▶ *July 11, 2024*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Dear All:

We are the Surety for **New Line Skateparks FL, Inc.** They have demonstrated to us in the past an ability to complete their projects in accordance with the conditions of their contracts and we have no hesitation in recommending their services to you.

Our client wishes to be prequalified as a bidder on the captioned project. New Line Skateparks FL, Inc. has completed single projects in excess of \$2,500,000 and have maintained an aggregate work program in excess of \$10,000,000 though these limits may be increased at the sole discretion of the Surety. Based on the limited information available at this time and subject to our assessment of the project and our client's work program at the time of tender, we do not anticipate a problem in supporting the captioned project and supplying the requisite bonds, if asked to do so. However, the execution of any bonds will be subject to an assessment of the final **contract terms, conditions, financing and bond forms** by our client and ourselves.

Liberty Mutual Insurance Company is rated A, Stable by A.M. Best rating agency.

If we can provide any further assurances or assistance, please don't hesitate to call upon us.

Yours truly,

LIBERTY MUTUAL INSURANCE COMPANY

Kimani

Gilbert Kimani, CPA, CA
Attorney-In-Fact

LIBERTY MUTUAL INSURANCE COMPANY
181 Bay Street, Suite 900, Brookfield Place, Toronto, Ontario M5J 2T3



NEWLINE-04 JTULIPANI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2024

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

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

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Evanston Insurance Company INSURER B : Progressive Express INSURER C : Lloyd's of London INSURER D : INSURER E : INSURER F :
INSURED New Line Skate Parks FL, Inc 137 W Marion Ave Ste 1 Edgewater, FL 32132-3553	NAIC # 35378 10193 15792

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	MKLV5PBC006036	8/14/2023	8/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			07893885	7/20/2023	7/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			MKLV5EUL105226	8/14/2023	8/14/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	E&O - First Layer			B0621PNEWL001824	4/15/2024	4/15/2025	Each Claim/Aggregate 1,000,000
C	E&O - Second Layer			B0621PNEWL001924	4/15/2024	4/15/2025	Each Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 (RFP): T-12-24 - Skatepark Design/Construction Services
 E&O - Third Layer Carrier: Berkley Casualty Company Policy#: BC06199-2404 Limits: Each Claim/Aggregate \$3,000,000

Certificate Holder is included as additional insured where required by written contract.

CERTIFICATE HOLDER The City of Pompano Beach, Florida General Services and Procurement Department 1190 NE 3 Avenue Pompano Beach, FL 33060	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
---	--

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

IN FAVOR OF:

THE CITY OF POMPANO BEACH
 General Services and Procurement Department
 1190 NE 3 Avenue
 Pompano Beach FL 33060

WORK PERFORMED BY CO-EMPLOYEES OF:

New Line Skateparks FL Inc
 137 W Marion Ave STE 1
 Edgewater FL 32132

ON THE FOLLOWING PROJECT:

(RFP): T-12-24 - Skatepark Design/Construction Services

FEE FOR THIS WAIVER IS:

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
 (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 07/12/2024 Policy No: WC 12-68-329-04 Endorsement No:

Insured: Paychex PEO Holdings, LLC Alt. Emp: New Line Skateparks FL Inc Premium: \$

Insurance Company: American Zurich Insurance Company Countersigned By:

Authorized Representative

WC 124 (4-84)
 WC 00 03 13

Copyright 1983 National Council on Compensation Insurance.

Page 1



Date: July 2, 2024

Dear Prospective Proposers,

SUBJECT: Instructions to Proposers
Request for Proposals (RFP): T-12-24 - Skatepark Design/Construction Services

The City of Pompano Beach, Florida (COPB) is interested in receiving proposals in response to the attached RFP for Skatepark Design/Construction Services. All questions regarding this RFP are to be submitted using the Questions feature in the eBid System. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this RFP in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this RFP.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in **the solicitation documents. Violation of this provision may be grounds for rejecting a response.**" [F.S 287.057 (25), and General Condition 7.45].

Any proposer, or lobbyist for a proposer, is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City **Clerk, City Manager's Office**, any Evaluation Committee Member, or any other City of Pompano Beach employee after General Services and Procurement releases a solicitation to the General Public. All communications must go through the Purchasing Agent.

No other **member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City** of Pompano Beach employee should be contacted in relation to this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

In order to ensure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

- **NON-MANDATORY PROPOSER'S CONFERENCE**

A Proposers' Conference will be held on (SEE SECTION 2.0 – SCHEDULE OF EVENTS) beginning at 10:00 a.m. Representatives from all interested companies are encouraged to attend. (See Section 3.3 **and the Activities tab of the City's eBid System**)

- **REQUIRED RESPONSE FORM**

Section 1.0 Required Response Form must be completed in full and executed by an authorized representative.

- **PROPOSAL SUBMITTAL FORMAT**

Proposers are requested to organize their proposals in accordance with Section 4.0 COPB reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.

- **DUE DATE**

Proposals are due electronically (<https://pompanobeachfl.ionwave.net>) on the date and time stated in Section 2.0 - Schedule of Events. In order to have your proposal considered, it must be electronically submitted on or before the date and time due. Proposals received after 2:00:00 p.m. ET on the date due will not be considered; late bids will not be accepted.

Thank you for your interest in COPB. Again, if you have any questions, please use the Questions feature in the **City's eBid System**

PROPOSER'S SUBMITTAL CHECKLIST

Use the following table to verify that your **proposal** (vendor's response to this RFP) includes items and is completed as instructed.

Item #	Proposal Response Item	Located on RFP Page #	Completed?	Located in Proposal on Page #
1	Section 1.0 – Required Response Form (this section is completed electronically at the time of submission the proposal through www.pompanobeachfl.ionwave.net)		<input type="checkbox"/>	
2	Section 4.2.1 – Minimum Eligibility – Response Required (this section is completed electronically at the time of submission the proposal through www.pompanobeachfl.ionwave.net)		<input type="checkbox"/>	
3	Section 4.2.2 – Minimum Eligibility – EXHIBIT B – Disclosure of Potential Conflict of Interest (See General Condition 7.15 for more information) (this section is completed electronically at the time of submission the proposal through www.pompanobeachfl.ionwave.net)		<input type="checkbox"/>	
4	Section 4.2.3 – Minimum Eligibility – EXHIBIT C – Certification of Debarment (See General Condition 7.60 for more information) (this section is completed electronically at the time of submission the proposal through www.pompanobeachfl.ionwave.net)		<input type="checkbox"/>	
5	Section 4.3 – Scope of Services – Provide your firm's ability to comply with each item. (this section is completed electronically at the time of submission the proposal through www.pompanobeachfl.ionwave.net)		<input type="checkbox"/>	
6			<input type="checkbox"/>	
7			<input type="checkbox"/>	

REQUEST FOR PROPOSALS (RFP)

RFP T-12-24

Title: Skatepark Design/Construction Services



RFP Release Date:	SEE SECTION 2.0 - SCHEDULE OF EVENTS
Non-Mandatory Proposer's Conference:	SEE SECTION 2.0 - SCHEDULE OF EVENTS Section 3.3
Written Questions Due:	On or Before 5:00 p.m. ET SEE SECTION 2.0 - SCHEDULE OF EVENTS in General Services and Procurement Department
Proposals Due:	DUE DATE Proposals are due electronically through www.pompanobeachfl.ionwave.net on the date and time stated in Section 2.0 – Schedule of Events. In order to have your proposal considered, it must be electronically submitted on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered; late bids will not be accepted.

THE CITY OF POMPANO BEACH, FLORIDA
General Services and Procurement Department
1190 NE 3 Avenue, Pompano Beach, FL 33060
Phone: 954.786.4098 / Fax: 954.786.4168

TABLE OF CONTENTS

SECTION	PAGE(S)
1. PURCHASING AGENT	1
2. PROPOSER'S SUBMITTAL CHECKLIST	2
3. SECTION 2.0 – SCHEDULE OF EVENTS	6
4. SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION	7
5. SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL	10
6. SECTION 5.0 – EVALUATION OF PROPOSALS	14
7. SECTION 6.0 – SPECIAL CONDITION	17
8. SECTION 7.0 – GENERAL CONDITIONS	20
9. SECTION 8.0 – FORMS AND ATTACHMENTS	28
10. EXHIBIT A – SCOPE OF SERVICES, REQUIREMENTS AND DRAWINGS	29
11. EXHIBIT B – CONFLICT OF INTEREST	32
12. EXHIBIT C – DEBARMENT	33
13. INSTRUCTIONS FOR EXHIBIT C - CERTIFICATION OF DEBARMENT	34
14. EXHIBIT D – BIDDING PREFERENCE – (DELETE FOR SERVICES ONLY)	35
15. EXHIBIT E – REFERENCES	37
16. EXHIBIT F – COST OF SERVICES	38
17. EXHIBIT G – WORKERS' COMPENSATION AFFIDAVIT	39
18. EXHIBIT H – DRUG-FREE WORKPLACE	40
19. EXHIBIT I – W-9 FORM	41
20. EXHIBIT J – COPB SAMPLE AGREEMENT	42
21. EXHIBIT L – BID OPENING INSTRUCTIONS	43
22. EXHIBIT M – IONWAVE REGISTRATION INSTRUCTIONS	44

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 5 of 44 Pages

SECTION 1.0 REQUIRED RESPONSE FORM

Refer to the T-12-24 Attachments, Attributes, and Response Submission tabs at
<http://www.pompanobeachfl.ionwave.net>.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 6 of 44 Pages

SECTION 2.0 – SCHEDULE OF EVENTS

RFP NUMBER:	T-12-24
RFP TITLE:	Skatepark Design/Construction Services
DATE PUBLISHED IN SUN-SENTINEL	July 5, 2024
RELEASE DATE:	July 2, 2024
NON-MANDATORY PRE-PROPOSAL CONFERENCE:	July 10, 2024, at 10:00 AM
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	July 23, 2024, by 5:00 PM
ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:	July 26, 2024, by 5:00 PM
RFP RESPONSES DUE DATE/TIME:	August 6, 2024, at 2:00:00 PM
EVALUATION COMMITTEE MEETING	August 19, 2024, at 10:30 AM
RECOMMENDATION FOR AWARD:	TBD
DIRECT ALL INQUIRIES TO:	https://pompanobeachfl.ionwave.net
E-PROPOSAL SUBMITTALS ONLY:	https://pompanobeachfl.ionwave.net
PROPOSAL VIRTUAL OPENING:	https://www.pompanobeachfl.gov/meetings

*Dates in this schedule may be amended by the City in its sole discretion and no rights shall accrue to any Proposer due to such amendment. Proposers may not rely on dates after the Due Date and Time until confirmed by the City. All times listed are Eastern Standard Time (EST)

LOCAL VENDORS: The City of Pompano Beach encourages active participation by local vendors.

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION

- 3.1 **Introduction:** The City of Pompano Beach, Florida (**hereinafter referred to as “COPB” or “City”**), desires to receive proposals from qualified proposers for Skatepark Design/Construction Services to provide a comprehensive, turnkey scope of services from the design process through construction closeout for a regional-quality multipurpose skatepark to be located at Community Park, 1701 NE 8th Street. The proposed site is approximately 98,000 square feet and is currently a natural grass athletic field. The land for the project is owned by the City of Pompano Beach.

Upon review of the proposals submitted, **the City of Pompano Beach's objective is to select a firm or project team to bring a comprehensive and collaborative approach and enter into a design/build contract.** The City of Pompano Beach is dedicated to providing a diversified City Park system emphasizing the usage of active and passive parks, athletics programming, and leisure activity.

The proposals will be evaluated by an Evaluation Committee to determine their eligibility under the terms and conditions of this RFP.

More information is included in EXHIBIT A.

- 3.2 **Questions & Interpretations:** Any questions concerning any portion of this RFP must be submitted to General Services and Procurement, via <http://www.pompanobeachfl.ionwave.net/>. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the General Services and Procurement Department and provided to all Proposers. No information given in any other manner will be binding on COPB.

Any questions concerning any condition or requirement of this RFP must be submitted through <http://www.pompanobeachfl.ionwave.net/> on or before 5:00 p.m. ET of the date listed in Section 2.0 Schedule of Events. Questions received after this date and time may not be answered. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on COPB.

- 3.3 **NON-MANDATORY PROPOSERS' CONFERENCE:** A Proposers' Conference will be held on July 10, 2024, at 10:00 AM, at General Services and Procurement Department 1190 NE 3 Avenue, Pompano Beach, FL 33060, the beginning at 10:00 am. Representatives from all interested companies are encouraged to attend. **The proposer's conference is** also available through Zoom. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the Zoom link, or refer to the **Activities tab in the City's eBid System.**

The purpose of the Proposers' Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions to assist prospective Proposers in preparing the best and most comprehensive proposal for submission to COPB. Questions submitted will be answered to all Proposers through the Ionwave Questions feature or via Addenda. All questions shall be submitted in accordance with Section 3.3 Questions and Interpretations. Any information given by any party at the Proposers' Conference is not binding on COPB. Only the information provided in the RFP or via Addenda shall be considered by Proposers.

3.4 Contract Term:

- (a) The firm shall accomplish Substantial Completion of the Work on or before: ____ consecutive calendar days from the commencement date stipulated on the Contract and Notice to Proceed. If the award of a contract under this RFP is delayed by administrative proceedings for a bid protest, COPB may choose at its sole discretion to revise the duration of the contract to provide the required time to complete the project. The Awardee will be notified when the recommendation has been acted upon by Pompano Beach City Commission.
- (b) All proposers will submit a project timeline of tasks with a detailed scope of work for each task. This will include, but not limited to meeting with City staff, reviewing established design standards, determining challenges of site area, any project surveys that are required, incorporating public involvement via workshops and surveys for final design, presenting the budget, and maintaining it until project completion, provide all necessary construction document including drawings, specifications, provide all materials, labor, necessary to complete the project, etc.

3.5 Price Adjustments:

Project costs are to be appropriately scaled to the final size and scope of the approved permitted project. Total costs include but are not limited to, design consulting services, public involvement processes, permitting, presentation of drawings and specifications, allowances, fees, sub-consultant fees, and costs are to be included.

The budgeted cost for this project shall not exceed one million, eight hundred thousand dollars (\$1,800,000.00). For a guaranteed maximum price (GMP), the awarded bidder shall design and construct the skatepark.

- 3.6 Submittal of Proposal: Submit proposals in accordance with all steps and requirements in the <https://pompanobeachfl.gov/pages/meetings>. Submission of proposals should include all documents, requirements, and information included on the website. COPB reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4.0, or that does not include any necessary information.

- 3.7 Evaluation & Award: All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP and confirmed at the time of submission, to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of the entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. General Condition 7.1, Liability, is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".

All Proposals will be evaluated by the Evaluation Committee and Procurement staff based upon the information submitted by the Submitting Firm(s) in response to this RFP and in accordance with the

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 9 of 44 Pages

evaluation criteria established in Section 4.30. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to the City Commissioners for an award.

All responsive Proposals will be evaluated by the Evaluation Committee based upon the information submitted by Proposers in response to Sections 4.0 and 5.0. Based upon the evaluation of Proposals, the Evaluation Committee will recommend the highest-ranked Proposer(s) to COPB for an award of a Design/Build Services Agreement.

- 3.8 Question and Answer Sessions: Questions by the Evaluation Committee may be asked during the **evaluation meeting. The Proposer is to answer the Committee's questions.**

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

The entire proposal packet must be submitted electronically via the e-bidding platform <http://www.pompanobeachfl.ionwave.net/> on the date and at the time indicated in Section 2. COPB will **not in any way be responsible for delays in the Proposer's submission of their proposal.**

Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by COPB as constituting an offer by the Proposer to perform the required services at the stated prices.

4.1 Joint Ventures

The Required Response Form for Joint Venture shall follow the requirements stated herein. In the event multiple business entities submit a joint Proposal as a joint venture in response to the RFP, such joint venture shall comply in all respects with the requirements of Rule 61G6-5.011, Florida F.A.C. The joint venture shall designate a single, prequalified Submitting Firm to be the "Prime Firm". The Prime Firm shall prepare and submit a list of the names and addresses of all business entities of the Joint Venture Proposal. The Prime Firm shall provide all bonding and insurance requirements, execute any and all Contract Documents, complete the Required Response Form shown herein, and have overall and complete authority to resolve any dispute which may arise from work associated with this contract.

Only a single contract with one Submitting Firm shall be acceptable. The Prime Firm's responsibilities shall include, but not be limited to, performing overall contract administration, presiding over other business entities participating or present at COPB meetings, overseeing the preparation of reports and presentations, and filing any Notice of Intent Protest or final formal protest as described herein. The Prime Firm shall also prepare and present a consolidated invoice(s) for service(s) performed.

The COPB shall issue only one (1) check for each consolidated invoice to the Prime Firm for service(s) performed. The Prime Firm shall remain responsible for performing services associated with response to this RFP. Each participant in the joint venture must sign a statement of authority (as set out in Rule 61G4-15.002, F.A.C.) giving the licensed contractor full authority to conduct the contracting business of the participant. A copy of the executed joint venture agreement and statements of authority must be submitted together with its Proposal. If the joint venture is awarded the contract, the licensed contractor must qualify the joint venture within ninety (90) days of award. If the joint venture is a limited partnership, the qualifying business organization or individual must be a general partner of the joint venture.

4.2 Minimum Eligibility Requirements: The COPB's Procurement Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation. To be considered for an award and to be further evaluated, the Proposer must meet or exceed the following criteria as of the opening date of the proposal. Failure to provide or clearly state the information requested below will result in the disqualification of the proposal. The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgment for each item below. The requested information below must be

numbered as indicated below and be included in "this section" of your submitted proposal; do not place this information in any other section of your proposal.

- 4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? Yes No
Do not check both boxes. Failure to agree with Section 7.1 of the RFP shall result in the disqualification of the entire proposal.
- 4.2.2 Complete and return, with your proposal, EXHIBIT B – Conflict of Interest of the RFP. This is a required document.
- 4.2.3 Complete and return, with your proposal, EXHIBIT C – Debarment of the RFP. This is a required document.
- 4.3 **Evaluation Criteria – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, and Cost of Services)**: This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating the proposal submitted. Proposers are requested to respond in the format and organizational structure stated, and to refrain from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire proposal.
- 4.3.1 **Proposer's Experience & Qualifications** – (Maximum 35 allowable points):
- 4.3.1.1 Executive Summary: Submit a brief executive summary (abstract) stating the **Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP.**
- 4.3.1.2 Company Profile:
- A. Size of the organization. Show the personnel structure (flow chart) of your organization.
 - B. The number of years in business.
 - C. The number of years of experience providing Skatepark Design/Construction Services.
- 4.4.1.3 References: Provide a minimum of three references, clients either past or current, for whom Proposer has provided Skatepark Design/Construction Services. References shall include, at a minimum, client and/or City's name and address, contact name, contact telephone number, and scope of services provided by the Proposer. (See EXHIBIT E to be provided with the proposal)

4.3.1.4 Qualifications

Experience with the construction of Projects of similar scope and size. The Bidder shall provide a minimum of three (3) example projects successfully completed by the Bidder in the last seven (7) years that include the following scope items:
 (Maximum 20 points)

- Design of Skatepark
- Construction of Skatepark
- Projects with similar scope and budget

4.3.1.5 Litigation: Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

4.3.2 Scope of Services & Performance Specifications – (Maximum 35 allowable points): The scope of services & performance specifications listed are minimum requirements. By providing a proposal, the Proposer agrees to comply with the minimum Scope of Services & Performance Specifications. Proposers are instructed to indicate a response to ALL service requirements below and specifications contained in this section in the order

listed using the same numbering system. If the Proposer leaves the response section(s) blank shall indicate that the Proposer agrees and fully complies with each Scope of Services & Performance Specifications of the RFP.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to a comply, comply with deviations or not, cannot comply or provide with the technical requirements of this section of the RFP may result in deductions in the allocation of points by the Evaluation Committee. Deviations to the Scope of Services must be fully stated in this section of your proposal and may or may not be accepted by the Evaluation Committee.

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.1	Proposer shall provide a complete and thorough technical approach to construction of a design-build skate park. The response should demonstrate a complete understanding of the Project and the City's objectives.			
4.3.2.2	Proposer shall be responsible for design, preparation of permit packages and procurement of all required permits for construction, construction phasing, and all other related work or services.			
4.3.2.3	Proposer shall demonstrate good project management practices while working on this project. These include			

	frequent and regular communication with the City and others, management of time and resources, and documentation. The City will provide contract administration and technical reviews of all work associated with this project.			
4.3.2.4	Proposer shall include an organizational chart that identifies the team structure and each member's assets or responsibility and time (percentage of hours dedicated to this project) with a dedicated project manager to communicate effectively with the City.			
4.3.2.5	Proposers shall adhere to all applicable federal, state, or local codes in both the design and construction phases.			
4.3.2.6	Note: General Condition 7.1 and Section 4.2.1 are <u>non-negotiable</u> and with no exceptions and any proposal that fails to completely accept these conditions shall be rejected. Also, any other deviations to the conditions stated within the RFP are subject to approval by the City of Pompano Beach's legal department and/or the department responsible for the condition's placement in the RFP. If the deviation is not approved by our legal department or the department responsible for the placement of the RFP, the condition shall remain the same as originally stated in the RFP.			

4.3.3 Cost of Services – (Maximum 15 allowable points):
Provide the Lump Sum Bid Price for the scope of work of this Project.

Every other response will be given points proportionally in relation to the lowest total cost received. This point total will be calculated by dividing the lowest total cost by the next response received multiplied by the maximum points allotted for the Cost of Services as provided above.

$$\frac{\text{Lowest Price Proposed}}{\text{Next Proposer's Price}} \times \text{Maximum Allotted Points} = \text{Assigned Score}$$

Example: $\frac{\$1,650.00}{\$2,000.00 (.825)} \times 15 = \underline{12.375 \text{ points}}$

4.3.4 Schedule – (Maximum 15 allowable points):
Proposer shall prepare and submit a construction schedule outlining the major tasks and overall duration to complete the scope of work identified in the construction documents as part of this solicitation.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

SECTION 5.0 – EVALUATION OF PROPOSALS

- 5.1 Evaluation Committee: **The Evaluation Committee (hereinafter referred to as “Committee”), shall evaluate and score all proposals received, that meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Liability, according to the following criteria and Section 5.3, the Evaluation Process:**

CATEGORY	MAXIMUM POINTS
A. Proposer's Experience & Qualifications (Section 4.3.1)	35
B. Scope of Work (Section 4.3.2)	35
C. Cost of Services (Section 4.3.3)	15
D. Schedule (Section 4.3.4)	15
TOTAL	100

- 5.2 Technicalities: Failure to respond, provide detailed information, or provide requested proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."

- 5.3 Evaluation Process: The evaluation processes will be conducted in sequential steps as described below. **Evaluation of proposals will be based on an average of the Committee Member's points (only for sections evaluated (scored) by the Committee).**

Step 1: Minimum Eligibility: Each proposal will be evaluated by COPB's General Services and Procurement Department to determine if the proposal meets the minimum eligibility requirements as listed above in Section 4.1 of this Bid. All Proposers must possess a Board-issued, and active contractor's license. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 2: RFP Evaluation Committee: This step evaluates the qualification, experience, and scope of work responses. The RFP Evaluation Committee will score the proposals based on (Category A) Proposer's Experience & Qualifications in accordance with Section 4.3.1 and (Category B) Scope of Work, in accordance with section 4.3.2. All scores for steps 2, 3, and 4 will be calculated. The Committee further reserves the right to require oral presentations from any or all Proposers or to ask questions of any or all Proposers.

Step 3: Cost Evaluation (Category C): COPB's Procurement Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 4.3.3. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 4: Schedule (Category D): COPB's General Services and Procurement Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 4.3.4. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 5: Score Computation: All scores will be calculated (except sections scored by the Committee will be averaged) and combined for a grand total.

5.4 Tie Score: If a tie score between two or more Proposers presents itself during the scoring of points, the decimal points to the right of the number will be extended until the tie is broken. Rounding of numbers will be applied where applicable. If the tie score cannot be broken and all other numerical factors are equal in point value then General Condition 7.55, Tie Bid Procedures shall apply.

5.5 Committee Questions: The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following **presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.**

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

5.6 Committee's Recommendations: The Evaluation Committee may recommend rejection of any or all Proposals and may recommend the award of a Construction Services Agreement to the highest ranked **Proposer for a Contract Sum equal to the Highest Ranked Proposer's lump-sum bid price.**

A complete recording shall be made of each meeting (evaluation and negotiation session) conducted for the Committee by the Purchasing Agent of Record. The Committee may choose to conduct one (1) or more exempt negotiation session(s) with as many ranked responsive proposers, in its sole judgment, deems appropriate before making its recommendation for award starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so. During any such negotiations, the Committee reserves the right to negotiate any term, condition, specification, or price (other than those found or specified in Section 4.2 and Section 7.1 of this RFP) during an exempt negotiation session with the highest-ranked responsive Proposer.

In accordance with Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to the exclusion of the other ranked responsive Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process beginning with the highest-ranked responsive Proposer first, then the second highest-ranked Proposer, and so on until finished or the Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so.

Each ranked responsive Proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer. Any information communicated between the Committee and a ranked responsive Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting including other ranked responsive proposers until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive Proposers; to declare an impasse with a ranked responsive Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive Proposers. The Committee may declare an impasse with a ranked responsive Proposer at any time, or to proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are not successful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to award a ranked Proposer if it is in the best interest of COPB and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award. The Committee determines the recommendation for the award of the RFP.

- 5.7 Award: The Evaluation Committee will make the recommendation to Award in its sole discretion. The Proposer must have complied with the terms, conditions, and specifications of the RFP. After the conclusion of negotiations (as stated above), the recommended award would be made for the services sought in this RFP in accordance with the terms of the negotiations. An Agreement (in the form of the Sample Agreement attached hereto) shall be prepared for execution by the Awardee and COPB. After approval as to form and legal content by the Pompano Beach City Attorney, the Agreement will be submitted to the COPB's **City** Commissioners for approval. An Agreement (in the form of the Sample Agreement attached hereto as EXHIBIT G) shall be prepared for execution by the Awardee and COPB shall be governed by the laws of the State of Florida and must have a venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern City of Florida. Agreements will be approved as to form and legal content by COPB's **General Counsel** and will be submitted to COPB for final approval. The recommendation to award the RFP shall be contingent upon the successful completion of a written Agreement. Approval shall not be a guarantee of business, a guarantee of a specified volume of service, or minimum dollar revenue to be received under this contract.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

SECTION 6.0 – SPECIAL CONDITIONS

6.1 Minimum Insurance Requirements:

- 6.1.1 General Liability: Limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.1.2 Professional Liability/Errors & Omissions: Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- 6.1.3 Workers' Compensation: Florida Statutory limits in accordance with Chapter 440; **Employer's Liability limits not less than \$100,000/\$100,000/\$500,000** (each accident/disease-each employee/disease-policy limit). Complete the **Workers' Compensation Affidavit** (EXHIBIT J) and submit it with the proposal, if applicable.
- 6.1.4 Auto Liability: Owned, Non-Owned, and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If the Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to COPB indicating the following:

6.2 Awardee(s) Accounting Records and Right to Audit Provisions

- 6.2.1 **Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (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 COPB'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 Awardee or any of his/her payees pursuant to the execution of the Agreement. Such records subject to the examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.**
- 6.2.2 For the purpose of such audits, inspections, examinations, and evaluations, COPB's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee pursuant to this Agreement. All payments that cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement shall be reimbursed to COPB.
- 6.2.3 COPB's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records, and shall be provided adequate

and appropriate workspace, in order to conduct audits in compliance with this article. COPB's **agent or its authorized** representative shall give the audited firm reasonable advance notice of intended audits.

6.2.4 Awardee shall certify that payments are accurate and correct on every payment. If an audit reveals discrepancies, such as an overpayment, the Awardee will be required to reimburse COPB for the discrepancy with a minimum of eighteen percent (18%) per annum.

6.2.5 If an audit inspection or examination in accordance with this article, discloses overpayments (of any nature) to the Awardee by COPB in excess of ten percent (10%) of the total payments, the actual cost of COPB's **audit shall be paid by the** Awardee as well as the overpayments by COPB.

6.3 W-9 Form: All Proposers are requested to complete their W-9, (see EXHIBIT J), and submit with their proposal.

6.4 Florida Bidder's Preference: General Condition 8.2.4 does not apply to this RFP as no personal property is being purchased.

6.5 Acceptance and Rejection of Proposals:

6.5.1 Acceptance: All proposals properly completed and submitted will be evaluated in accordance with Section 4.0 and Section 5.0. COPB reserves the right to reject any or all proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. COPB may reject any or all proposals when it serves the best interest of COPB.

6.5.2 COPB also reserves the right to waive irregularities or technicalities in any proposal received if such action is in the best interest of COPB. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6.5.3 Rejection: A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples of rejection include, but are not limited to, the following:

6.5.3.1 Failure to respond to all subsections within the RFP.

6.5.3.2 Proof of collusion among Proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

6.5.3.3 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind, which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 19 of 44 Pages

- 6.5.3.4 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
- 6.5.3.5 In the best interest of COPB, the Board reserves the right to reject any or all proposals received when there are sound documented business reasons that serve the best interest of COPB.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

SECTION 7.0 – GENERAL CONDITIONS

- 7.1 **LIABILITY:** This General Condition of the RFP is NOT subject to negotiation or exemptions and any proposal that fails to completely accept these conditions shall be rejected as "non-responsive". (See Special Condition 6.11)
- 7.1.1 **By COPB:** COPB agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its **employees' acts of negligence when acting within the scope of their employment** and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.
- 7.1.2 **By AWARDEE:** Awardee agrees to indemnify, hold harmless and defend COPB, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not **limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which COPB, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants or employees; the equipment of the Awardee, its agents, servants or employees while such equipment is on premises owned or controlled by COPB; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including COPB's property, and injury or death of any person whether employed by the Awardee, COPB or otherwise.**
- 7.2 **PROPOSAL REQUIREMENTS:** The "Required Response Form" (Section 1.0) must be completed and bear an electronic or handwritten signature (in blue ink preferably returned with your submitted proposal in order to be considered for award. Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. To be considered, all proposals must be submitted electronically through <http://www.pompanobeachfl.ionwave.net> no later than the specified date and time for the Request for Proposal opening.
- 7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all sections, information, and all attachments of the RFP thereto are received and all Addendum released are received prior to submitting a proposal without regard to how a copy of this RFP was obtained.
- 7.2.2 **PROPOSAL SUBMITTED:** The proposal must be submitted electronically through <http://www.pompanobeachfl.ionwave.net/>. Physical proposals are not accepted. NO FAXED PROPOSALS SHALL BE ACCEPTED. The City of Pompano Beach, Florida (COPB) reserves the right to reject any proposal that fails to comply with these submittal requirements.
- 7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an electronic or handwritten original manual or digital signature (in blue ink) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form (Section 1.0).
- 7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a **Proposer's preference for Florida vendors for the purchase of personal property. SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT.** The local preference is five (5) percent. Proposers outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the **"Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted proposal.** Such an opinion should permit COPB's reliance on such an attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in the proposal being considered "non-responsive" and the proposal rejected. See the Minimum Eligibility Requirements of the RFP. (Refer to Special Condition 6.6 of the RFP)
- 7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is electronically submitted to and received by COPB on or before 2:00 p.m. ET on the date due (See Schedule of Events Section 2.0). Late proposals shall not be accepted. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the electronic delivery of their proposal or related material. General Services and Procurement will not accept delivery of any proposal or related material requiring the COPB to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)
- 7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by COPB, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by COPB.
- 7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the Unit Price quoted shall govern. For services, the unit price shall be all-inclusive of services performed.
- a) **TAXES:** The City of Pompano Beach, Florida, does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of COPB owned real property as defined in Chapter 192 of the Florida Statutes.
- b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. **Failure to do so will be at the Proposer's risk.**
- c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, the Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.
- e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered, or conditioned in any

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 21 of 44 Pages

way. The Evaluation Committee reserves the right to reject any conditional proposal.

- 7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the **sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after the award of the RFP.**

Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver the required sample(s) or to clearly identify samples as indicated may be a reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the General Services and Procurement Department, 1190 NE 3 Avenue, Pompano Beach, FL 33060.

- 7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT:** Shipping points offered other than F.O.B. Destination shall be rejected. Unless the actual date of delivery is specified (or specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school City administration is closed.

- 7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the General Services and Procurement Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued. (See Special Condition 3.2)

- 7.9 **EVALUATION COMMITTEES AND PROPOSALS:** COPB and its Evaluation Committees evaluate and negotiate all proposals in accordance with State Statutes 119.071 and 286.0113.

- 7.10 **AWARDS:** In the best interest of COPB, the General Services and Procurement Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there is sound documented business reason(s) that serve the best interest of COPB. The Evaluation Committee reserves the right to accept any item or group of items unless qualified by the Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida and must have a venue established in the 17th Judicial Circuit Court of Broward County, Florida, or the United States Court of the Southern City of Florida.

- 7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP.

- 7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the COPB.

- 7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by COPB unless loss or damage resulting from negligence by COPB. If the materials or services supplied to COPB are found to be defective or not conform to specifications, COPB reserves the right to cancel the order upon written notice to the **Awardee(s) and return the product at Awardee's expense.**

- 7.14 **PAYMENT:** Payment will be made by COPB after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect, and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP

- 7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of COPB employees acting in a private capacity to rent, lease, or sell any realty, goods or services to COPB. It also places restrictions on COPB employees concerning outside employment or contractual relationships with any business entity which is doing business with COPB. Each Proposer is to disclose any employees it has who are also COPB employees by submitting EXHIBIT B, Disclosure of Potential Conflict of Interest and Conflict Employment or Contractual Relationship, with its proposal. Any employees identified by the Proposer when completing EXHIBIT B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

- 7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. The Proposer shall take special notice that COPB shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements). The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance 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 the performance of the contract. (Section 7.0)

- 7.17 **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for a proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; and by Broward County, Florida. The proposer must submit a copy of all its current Licenses, Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of General Services and Procurement Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.

- 7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any Agreement resulting from the award of this RFP; then
 - Addenda released for this RFP, with the latest Addendum taking precedence; then
 - The RFP; then
 - Awardee's proposal.**

- 7.18.1 **DISPUTES:** In the event, any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of COPB shall be final and binding upon all parties.

- 7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The City of Pompano Beach, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Pompano Beach, Florida. If

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 22 of 44 Pages

the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

- 7.20 **OSHA:** Awardee warrants that the product(s) supplied to The City of Pompano Beach, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.21 **SPECIAL CONDITIONS:** The Mayor or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 7.22 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School City to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to The City of Pompano Beach, Florida a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
- 7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model of the best quality and highest-grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype or other types of product(s) of this kind are not acceptable and will be rejected.
- 7.24 **LIABILITY INSURANCE, LICENSES, AND PERMITS:** Where Awardees are required to enter or go onto The City of Pompano Beach, Florida property to deliver materials or perform work or services as a result of an RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to The City of Pompano Beach, Florida occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid. Certifications and Registrations required as described herein, either with its proposal or within five (5) working days of notification.
- 7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be physically submitted in the amount specified in Special Conditions at the time the proposal is due to be submitted. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the COPB will notify the Awardee to
- 7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Director of General Services and Procurement shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) business days (or as required), recommendation will be made to The City of Pompano Beach, Florida for immediate cancellation of the **Awardee's contract.**
- 7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The City of Pompano Beach, Florida Engineering Department, 1201 NE 5th Avenue, Pompano Beach, FL 33060 Attn: Accounts Payable. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. Payment applications are submitted to the **Engineering Department through the city's eBuilder software**
- 7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the COPB administration is closed) 7:00 a.m. to 3:00 p.m. ET.
- 7.29 **SUBSTITUTIONS:** The City of Pompano Beach, Florida, **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the City. Any substitute shipments shall be returned at the Awardee's expense.
- 7.30 **FACILITIES:** COPB reserves the right to inspect the Awardee's facilities at any time with prior notice. COPB may use the information obtained from this in determining whether a Proposer is a responsible bidder.
- 7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to COPB shall be 100% asbestos-free. It is desirable that all building materials, pressed boards and furniture supplied to the COPB also be 100% formaldehyde-free. Proposer, by virtue of bidding, certifies by signing the proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is 100% asbestos-free will be supplied.
- 7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, General Services and Procurement. There shall be no partial assignments of this RFP, including, without limitation, the partial assignment of any right to receive payments from CPPB.
- 7.33 **EXTENSION:** In addition to any extension options contained herein, CPPB is granted the right to extend any award resulting from this RFP for the period of time necessary for CPPB to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same **prices, terms, and conditions as existing at the time of CPPB's** exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six (6) months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
- When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The City of Pompano Beach, Florida reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by the City Commission

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 23 of 44 Pages

When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The City of Pompano Beach, Florida reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by the City Commission

no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless COPB, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. COPB issued identification badges must be worn at all times when on COPB property and must be worn where they are visible and easily readable.

7.34 OMISSION FROM THE SPECIFICATIONS: The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

A background check will be conducted for each badge applicant. COPB reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering COPB property as an employee, sub-contractor or agent of a contract Awardee. Applicant enrollment and scheduling must be done through **the City's Information Technology (IT) Department**. The total fee(s) for the CPPB photo identification badge, fingerprinting and an FBI background check can be found at the following website: <https://www.edo.cjis.gov/>. These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one (1) year from the date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting. Vendors shall return expired and/or terminated employee badges to the following location: The City of Pompano Beach, Florida, address: 100 W. Atlantic Blvd., Pompano Beach, Florida 33060.

7.35 SUBMITTAL OF INVOICES: All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. Each line of the invoice must reference a corresponding single line shown on the Purchase Order. A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct and will be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

7.39 PROTESTING OF BID CONDITIONS/SPECIFICATIONS: Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the City administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the City administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the Sunday, state holiday or day during which the City administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."** Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by the General Services Procedures Manual shall be filed at the office of the Director, General Services and Procurement, 1190 NE 3 Avenue, Pompano Beach, FL 33060.

7.36 PURCHASE AGREEMENT: This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. COPB will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any COPB employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on COPB.

7.37 COPB INFORMATION SECURITY GUIDELINES: It is the responsibility of the Awardee to read and adhere to the COPB Information Security Guidelines when using any device connected to the CPPB's network. Following the conclusion of the contract term, all of COPB's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. The final payment will be withheld until the Awardee has confirmed, in writing, that all CPPB's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the CPPB's network.

7.38 COPB PHOTO IDENTIFICATION BADGE & BACKGROUND SCREENING: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who are to be permitted access to the City buildings will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel shall include employees, representatives, agents, or sub-contractors performing duties under the contract to COPB and who meet the above requirements identified above. This background screening will be conducted by COPB in advance of the Awardee or its personnel providing any services. The awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP entitling COPB to terminate immediately with

7.40 POSTING OF BID RECOMMENDATIONS/TABULATIONS: RFP Recommendations and Tabulations will be posted in <http://www.pompanobeachfl.ionwave.net> on SEE SECTION 2.0 - SCHEDULE OF EVENTS and will remain posted for 72 hours. Any change to the date and time established herein for the posting of RFP Recommendations/Tabulations shall be posted in General Services and Procurement and/or at <http://www.pompanobeachfl.ionwave.net/> (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations are changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 24 of 44 Pages

during which the City administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the City administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the City administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall physically deliver and post with COPB, at the time of filing the formal written protest, an original bid protest bond, payable to COPB, in an amount equal to **one percent (1%) of COPB's estimate of the total volume of the contract**. COPB shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which COPB administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bid protest bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bid protest bond, COPB may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, COPB prevails, COPB shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bid protest bond shall be returned. If the protester prevails, then the protester shall recover from the City all costs and charges by COPB. Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code.

- 7.41 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The COPB or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the City or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts, or sub-contracts that directly or indirectly pertain to the transactions between the COPB and the Awardee(s). (Section 7.0))
- 7.42 **CREDIT CARDS:** Individual departments may place some orders and utilize, as the form of payment, a City-issued credit card to the extent authorized by the Pompano Beach City Commission. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours), **thereby eliminating the need to submit an invoice to the City's Accounts Payable Department or reconcile receivable balances**. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no backorders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work **location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery**. City work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
- 7.43 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected, and returned at the vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- Cancellation and default of contract;
 - For a period of two (2) years, any proposal submitted by vendor will not be considered and will not be recommended for award.
 - All departments being advised not to do business with vendor.
- 7.44 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any Pompano Beach City Commission member, the Mayor, any Evaluation Committee Member, or any other City employee after General Services and Procurement Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by General Services and Procurement. **This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the contract is awarded by the Pompano Beach City Commission.** Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to Pompano Beach City Commission or offer contributions to Pompano Beach City Commission Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the Pompano Beach City Commission. This period of limitation of offering campaign contributions shall commence **at the time of the "cone of silence" period** for any solicitation for a competitive procurement as described by General Services Procedures Manual. Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.
- 7.45 **TERMINATION:** This contract award may be terminated with or without cause by COPB during the term hereof upon giving the other party thirty (30) days prior written notice that The Pompano Beach City Commission is terminating the contract award.
- 7.46 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. The packing slip **must reference the COPB's Purchase Order number/control number**. Failure to provide a packing slip attached to the outside of shipment will result in refusal of shipment at the vendor's expense.
- 7.47 **USE OF OTHER CONTRACTS:** COPB reserves the right to utilize any other COPB contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other Board of Commissioners, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per d City Commission policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
- 7.48 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 25 of 44 Pages

with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

- 7.49 **SEVERABILITY:** In case of any one (1) or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision, and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

Included as a part of the RFP documents is a Form entitled SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS. This form will be used by the Proposer to certify that it has implemented a drug-free workplace program.

- 7.50 **DISTRIBUTION:** <http://www.pompanobeachfl.ionwave.net/>, is the official method approved by General Services and Procurement for the distribution of all competitive solicitations. It is the responsibility of all interested parties to ensure they have received all necessary documents, including the Addenda(s), and have included all necessary information within their response. COPB is not responsible for **Proposer's failure to obtain complete bidding documents from <http://www.pompanobeachfl.ionwave.net/>**. COPB reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent, as stated herein.

- 7.51 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to COPB or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to COPB.

- 7.52 **LOBBYIST ACTIVITIES:** Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to Pompano Beach City Commission Members, Mayor or Members of Senior Management, the group, association, organization or business interest she/he is representing.

- A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence Pompano Beach City Commission Members on matters within their official jurisdiction.
- A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official Pompano Beach City Commission Records, Pompano Beach City Commission Member's Offices or the Mayor's Office and will be recorded on the Pompano Beach City Commission of Broward County's website.
- The lobbyist must disclose any direct business association with any current elected or appointed official or employee of COPB or any immediate family member of such elected or appointed official or employee of COPB.

- 7.53 **TIE BID PROCEDURES:** When identical points are received from two (2) or more vendors and all other factors are equal in point value, priority for an award shall be given to vendors in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with

the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;

- The Board of Commissioners of Broward County, Florida, M/WBE certified vendor;
- The Broward County Certified Minority/Women Business Enterprise vendor;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
- The Florida Certified Minority/Women Business Enterprise vendor;
- The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The Board of Commissioners of Broward County, Florida, M/WBE certified vendor;
- The Broward County Certified Minority/Women Business Enterprise vendor;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
- The Florida Certified Minority/Women Business Enterprise vendor;
- The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
- The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
- The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in General Services and Procurement, the tie low bid vendors invited to be present as witnesses.

- 7.54 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain **information about the City's employees is contained in records created, maintained, or accessed by the Awardee and that this information is confidential and protected by the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related City policies, as amended from time to time, currently available at <https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-C/part-160>**. The confidential information cannot be disclosed unless valid consent is obtained from the employees. All parties agree to protect these records **in compliance with HIPAA, and the City's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.**

Awardee agrees that it may create, receive from, or on behalf of the City, or have access to, records or record systems that are subject to HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the City in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the City, Awardee agrees to provide the City with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the City to terminate any Agreement with Awardee.

- 7.55 **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 26 of 44 Pages

commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence **and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.** In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, COPB reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

7.56 **GRATUITIES:** Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of OCOPB; including any City Commission, Mayor, and any Evaluation Committee Members, for the purpose of influencing consideration of their Proposal.

7.57 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one (1) agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [COPB] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

- a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a proposal is submitted that includes a reference to this Form, a new Form is required. Any proposal that does not include this required Form shall not be evaluated and shall not be considered for award. A signature is required on **BOTH** the Debarment Form, **AND** the Required Response Form. A signature on one document **cannot** be substituted for the signature required on the other document.

Failure to complete and sign both documents requiring signature shall result in rejection of the proposal submitted.

7.58 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If COPB rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as COPB posts notice of an intended decision concerning the reissued competitive solicitation or until COPB withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the **Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal.** Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by the Proposer of any applicable exemptions from disclosure or any confidential status including ones that may apply to trade secrets under Florida law.

COPB will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of the Proposer's response to the RFP. COPB will provide for the inspection or copying of any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials.

7.59 **PREPARATION AND COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. COPB will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against COPB for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold COPB harmless from any **award to a plaintiff for damages, costs or attorney's fees based upon COPB's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse COPB for any attorney's fees and costs it may incur in the defense of such nondisclosure.**

7.60 **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee(s) shall keep and maintain public records required by COPB to perform **the services required under this contract. Upon request from COPB's custodian of public records, Awardee(s) shall provide COPB with a copy of any requested public records or to allow the requested public 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.** Awardee(s) shall 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's term and following completion of the contract if Awardee(s) does not transfer the public records to COPB. Upon completion of the contract, Awardee(s)**

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 27 of 44 Pages

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

IF A PARTY TO THIS RFP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE RFP, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954)786-4611, RecordsCustodian@copbfl.com, or CITY CLERK, 100 W. Atlantic Blvd., Suite 253, Pompano Beach, Florida 33060.

- 7.61 E-VERIFY: Pursuant to Section 448.095, Florida Statutes, any party contracting with COPB shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this RFP Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this RFP Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this RFP Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If COPB

has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, COPB will immediately terminate the RFP Agreement. Termination pursuant to this section is not a breach of this RFP Agreement and may not be considered as such.

- 7.62 DEFAULT: The parties (COPB and Awardee) agree that, if either party is in default of its obligations under this RFP, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this RFP may be terminated by the non-defaulting party **upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 7.46. If the default is not cured by the Awardee the steps in section 7.44 shall be taken.**

END OF THIS SECTION

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 28 of 44 Pages

SECTION 8.0 – FORMS AND ATTACHMENTS

Please fill out all attachments.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

EXHIBIT A – SCOPE OF SERVICES, REQUIREMENTS AND DRAWINGS

Section 1: Introduction

A. Design/Build Service for Skatepark Project

The City of Pompano Beach Parks and Recreation Department is seeking competitive proposals from qualified Skatepark Design/Construction companies or a project team led by a Skatepark Design/Construction professional to provide a comprehensive, turnkey scope of services from the design process through construction closeout for a regional-quality multipurpose skatepark to be located at Community Park, 1701 NE 8th Street. The proposed site is approximately 98,000 square feet and is currently a natural grass athletic field. The land for the project is owned by the City of Pompano Beach.

Upon review of the proposals submitted, the City of Pompano Beach's objective is to select a firm or project team to bring a comprehensive and collaborative approach and enter into a design/build contract. City of Pompano Beach is dedicated to providing a diversified City park system emphasizing the usage of active and passive parks, athletics programming, and leisure activity.

B. Project Description:

The City of Pompano Beach has identified the need to build a competitive and recreational skatepark that would be a regional attraction with up to 98,000 square feet of skating area and its amenities. The skatepark should reflect a community park setting able to accommodate all ages, skill levels and skate styles. It should provide space for events and viewing, while having unique elements at the same time. The skatepark must meet safety and design standards for current action skatepark design principles. The design should be innovated, sensitive to the surrounding environment and have the highest quality. Input from the contractor, City staff and the public will be taken into consideration when deciding on a final design. The City anticipates this skate park will be open to the public with no charge.

This request for proposal includes, but is not limited to, design consulting services, including the public involvement process, permitting, preparation of detailed construction drawings and specifications, comply with all state and local codes, cost estimating and constructions of the project. Areas of work will include design, landscape architecture, civil engineering and all supporting disciplines required to provide a design and complete set of construction plans and specifications.

- Proposer shall provide a complete and thorough technical approach to construction of a design-build skate park. The response should demonstrate a complete understanding of the Project and the City's objectives.
- Proposer shall be responsible for design, preparation of permit packages and procurement of all required permits for construction, construction phasing, and all other related work or services.
- Proposer shall demonstrate good project management practices while working on this project. These include frequent and regular communication with the City and others, management of time and resources, and documentation. The City will provide contract administration and technical reviews of all work associated with this project.
- Proposer shall include an organizational chart that identifies the team structure and each members' assets or responsibility and time (percentage of hours dedicated to this project) and a dedicated project manager to communicate effectively with the City.
- Proposer shall adhere to all applicable federal, state, or local codes in both the design and construction phases.

Section 2:

A. Project Site:

General Site Characteristics are listed below. Preliminary proposed site map is shown in Attachments SK-1 Aerial Map and SK-2 Project Area. The project site is located within Community Park, an active recreation site. Impacts to Community Park and its patrons during construction will be an important consideration for evaluation of the proposer's project approach and schedule.

- Approximately 98,000 square feet available
- Surrounded by a chain link fence with gate openings
- Next to public restrooms and concession stand

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 30 of 44 Pages

- Adequate parking adjacent to the park
- Athletic field lighting

B. Project Cost:

Project costs are to be appropriately scaled to the final size and scope of the approved permitted project. Total costs include, but are not limited to, design consulting services, public involvement processes, permitting, presentation of drawings and specifications, allowances, fees, sub consultant fees and costs are to be included.

The budgeted cost for this project shall not exceed one million, eight hundred thousand dollars (\$1,800,000.00). For a guaranteed maximum price (GMP), the awarded bidder shall design and construct the skatepark.

C. Project Timeline:

All proposers will submit a project timeline of tasks with a detailed scope of work for each task. This will include, but not limited to: meeting with City staff, reviewing established design standards, determining challenges of site area, any project surveys that are required, incorporating public involvement via workshops and surveys for final design, present budget and maintain it until project completion, provide all necessary construction document including drawings, specifications, provide all materials, labor, necessary to complete project, etc.

Proposer will complete the following timeline. The number of calendar days after the date which the contract has been executed.

Design & Permitting Phase	Calendar Days
Construction Phase	Calendar Days
TOTAL Project Time	Calendar Days

Section 3: Design

A. Design Details:

Project shall incorporate redevelopment of the site to provide the features of an easily accessible park-style skatepark, to include, but not limited to a pump track and street course interconnected radial transitions and banked walls, built with various angles of depths and heights, which are configured in a layout that provides athletes with the necessary amount of riding speed for consistent flow.

The design must also include several integrated technical and unique features providing athletes with a larger variety of trick options. Design will allow for efficient use of the space during a standard competition run ranging from 45 – 60 seconds. Skatepark design shall display critical features such as steel coping edges, smooth flowing transitional areas, seamless transition and superior concrete finish work that can hold up to the extensive use by skateboarders. The multipurpose skatepark shall encompass skateboarding, BMX bike track and inline skating.

Shape and layout for requested park-style course design are encouraged to be creative and offer unique features for users as well as the integration into the sites' natural geography, while keeping in mind the City's intent on usage of said park. City encourages Proposer to be creative and provide alternative shapes to promote the uniqueness of the skate park design.

In order to allow the widest range and variety of skateboarding styles, Proposer show the course of the skatepark includes a number of sections offering different features and depths, including a shallow end and a deep end with a vertical section. Following showing the skatepark includes both a shallow end and a deep end, it is encouraged to show intermediate depths and heights between the required sections.

Combination of obstacles should include a combination of single ramps, slopes, curbs, rails, etc. These obstacles should be designed in continuity. All skateable surfaces of the skatepark must be perfectly smooth, not slippery and ensure the adherence of the skateboard wheels.

Additional amenities to include site placement for viewing and spectating and ability to host competition-style events, along with unique features and areas for future public art projects

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 31 of 44 Pages

Awarded proposer will complete the following tasks for the design phase:

- Meet with City staff, advisory board and the public to finalize project design and keep within budget
- Prepare budget/schedules/timeline projections for project completion
- Perform all necessary surveys and site layout
- Submit all required permits, surveys and necessary documents, as necessary, to obtain required approvals at their own expense
- Provide project site layout that maximizes skate park design within the 98,000 square foot allotted area
- Shall protect existing amenities including chain link fencing, sports lighting, restroom/concession facility and parking lots.
- Furnish signed and sealed plans and specifications for the project. The Plans and Specifications must be sealed by a Registered Architect and Professional Engineers as appropriate for the various disciplines, licenses to practice in Florida per the Florida Statutes requirements.
- Provide an electronic copy of the final approved Design Documents in both CADD and PDF formats and the specifications in Work format to the city.

B. City's Responsibilities:

1. Provide contract administration services during the project
2. Assign a Project manager to oversee the work and provide support as needed
3. Provide survey for control and existing site features prior to design
4. Provide estimate to awarded bidder of all necessary permit fees and impact fees associated with the project
5. Project site available for sufficient hours
6. Estimate location of existing known site utilities owned by the City

Section 4: Construction

Furnish all design, permitting tools, materials, labor and any other incidentals for the design and construction for the skate park. Proposer will compile and provide a cost breakdown.

Awarded bidder will complete the following tasks for the construction phase:

- Provide all construction documents consisting of drawings and specifications according to the approved design including an established budget
 - All documents must be in compliance with all applicable codes, ordinances and standards
 - Provide all materials, labor and equipment necessary to complete project according to approved project design.
 - Furnish, utilize and install three (3) project signs (with white painted posts) prior to commencement of, and throughout construction. Removal of said signage upon final completion of project. Style and design of signage will be approved by City prior to installment.
 - Provide routine updates and reports to City staff on project progress
 - Provide written warranties covering quality of labor and installation of all products/materials.
 - Shall be responsible for removing and disposing all unwanted and unused material at their expense.
 - Provide maintenance plan and schedule for skate park upkeep.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

Bid Title: Skatepark Design/Construction Services
 The City of Pompano Beach, Florida

RFP T-12-24
 Page 32 of 44 Pages

EXHIBIT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS
 (See General Condition 7.15 and Section 4.2)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer and subcontractor/consultant must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of COPB. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	COPB Title or Position of Proposer's Employee	COPB Department of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Proposer who are also an employee of COPB.
- I hereby affirm that all known persons who are employed by Proposer, who are also an employee of COPB, have been identified above.

 Signature Printed Name of Official

 Company Name

 Business Address

 City, State, Zip Code

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 33 of 44 Pages

EXHIBIT C – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS
(See General Condition 7.60 and Section 4.2)

**CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE.)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) Date

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

INSTRUCTIONS FOR EXHIBIT C - CERTIFICATION OF DEBARMENT

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **“covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.**
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled **“Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.**
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 35 of 44 Pages

EXHIBIT D – BIDDING PREFERENCE – (DELETE FOR SERVICES ONLY)

LEGAL OPINION OF BIDDING PREFERENCE (See Special Condition 7.6, General Condition 8.2.4)

MUST BE COMPLETED BY ALL PROPOSERS

Bidder (Firm) Name: _____ Identify the state in which the Bidder has its principal place of business: _____ Bidder's Signature: _____
--

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

If your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

--

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

--

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 36 of 44 Pages

Electronic or handwritten signature of out-of-**state Bidder's** attorney:

Printed name of out-of-**state Bidder's** attorney:

Address out-of-**state Bidder's** attorney:

Telephone number out-of-**state Bidder's** attorney:

E-Mail address out-of-**state Bidder's** attorney:

Attorney's state(s) of bar admission:

EXHIBIT E – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Company Name:

List the minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number and date(s) of service.

REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 38 of 44 Pages

EXHIBIT F – COST OF SERVICES

Project costs are to be appropriately scaled to the final size and scope of the approved permitted project. Total costs include, but are not limited to, design consulting services, public involvement processes, permitting, presentation of drawings and specifications, construction, allowances, fees, sub-consultant fees, and costs are to be included.

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 39 of 44 Pages

EXHIBIT G – WORKERS’ COMPENSATION AFFIDAVIT

THE CITY OF POMPANO BEACH, FLORIDA

WORKERS’ COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES
(Complete only if your firm has less than four (4) employees)

____ (Company Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this contract.

I further certify that, if during the period covered by this affidavit, the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to the City of Pompano Beach, within five (5) business days.

With respect to the construction industry, all employment in which one (1) or more employees are **employed shall provide evidence of Workers’ Compensation coverage.**

Under penalties of perjury, I declare that I have read the foregoing **WORKERS’ COMPENSATION AFFIDAVIT** and that the facts stated in it are true.

Electronic or handwritten signature:

Print/Type Name:

Title: _____

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 40 of 44 Pages

EXHIBIT H – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED ELECTRONICALLY OR IN HANDWRITING.

This sworn statement is submitted to The City of Pompano Beach

By _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of **drug abuse in the workplace, the business' policy of maintaining** a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation **program if such is available in the employee's community by, any employee who is so convicted.**
6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. Under penalties of perjury, I declare that I have read the foregoing Drug Free Work place and that the facts stated in it are true.

(Vendor Electronic Or Handwritten Signature)

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 41 of 44 Pages

EXHIBIT I – W-9 FORM

Please retrieve the latest version of the W-9 form from the IRS website listed below:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

This form can be filled out online and printed for signature. Only page one (1) needs to be returned.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 42 of 44 Pages

EXHIBIT J – COPB SAMPLE AGREEMENT
FOR VIEWING PURPOSES ONLY

Refer to the Attachments tab of the City's eBid System.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Bid Title: Skatepark Design/Construction Services
The City of Pompano Beach, Florida

RFP T-12-24
Page 43 of 44 Pages

EXHIBIT L – BID OPENING INSTRUCTIONS

RFP T-12-24

RFP Name: Skatepark Design/Construction Services

BIDS DUE : Electronic Bids shall be submitted through <http://www.pompanobeachfl.ionwave.net/> and received by the City of Pompano Beach, Florida until 2:00:00 P.M. local time, on Month: August, Date: 6, Year: 2024.

For submittal requirements or instructions, please refer to Section 4 of this RFP.

Please click the link below (or copy and paste in your web browser, **CHROME is PREFERRED**) to join the webinar:

<https://us06web.zoom.us/j/86207402366?pwd=RZx30gfwcHvPnNywubbueIqqEOk2MX.1>

Passcode: 296564

Or One tap mobile :

+13052241968,,86207402366#,,,,*296564# US

+16469313860,,86207402366#,,,,*296564# US

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 305 224 1968 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 669 444 9171 US

+1 301 715 8592 US (Washington DC)

+1 689 278 1000 US

+1 309 205 3325 US

+1 719 359 4580 US

+1 312 626 6799 US (Chicago)

+1 720 707 2699 US (Denver)

+1 646 558 8656 US (New York)

+1 253 205 0468 US

+1 360 209 5623 US

+1 253 215 8782 US (Tacoma)

+1 386 347 5053 US

+1 346 248 7799 US (Houston)

+1 507 473 4847 US

Webinar ID: 862 0740 2366

Passcode: 296564

International numbers available: <https://us06web.zoom.us/j/86207402366?pwd=RZx30gfwcHvPnNywubbueIqqEOk2MX.1>

EXHIBIT M
IONWAVE REGISTRATION INSTRUCTIONS

To register for free as a vendor in the <http://www.pompanobeachfl.ionwave.net/> Platform, you must complete the registration that is accessible by clicking on the following link:

<https://pompanobeachfl.ionwave.net>

END OF RFP



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

July 9, 2024

ADDENDUM #1, RFP T-12-24

RFP T-12-24 Skatepark Design/Construction Services

To Whom It May Concern,

The following documents have been added to the Attachments tab:

- Sample Service Agreement
- RFP T-12-24 Skatepark Design Construction Services (Revised)

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

The deadline for receipt of written questions in the eBid System has passed.

The deadline for acceptance of bids in the eBid system is **2:00:00 p.m. (local), August 6, 2024.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Tammy Thompkins, Purchasing Agent

cc: website



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

July 9, 2024

ADDENDUM #2, RFP T-12-24

RFP T-12-24 Skatepark Design/Construction Services

To Whom It May Concern,

The following documents have been added to the Attachments tab:

- RFP T-12-24 Skatepark Design Construction Services (Revised)

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 in the eBid System has passed.

The deadline for acceptance of bids in the eBid system is **2:00:00 p.m. (local), August 6, 2024.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Tammy Thompkins, Purchasing Agent

cc: website

Online Questions & Answers

Event Information

Number: T-12-24 Addendum 2
Title: Skatepark Design/Construction Services
Type: Request for Proposals
Issue Date: 7/2/2024
Question Deadline: 7/23/2024 05:00 PM (ET)
Response Deadline: 8/6/2024 02:00 PM (ET)
Notes:

The City of Pompano Beach (City) will receive sealed proposals until **2:00:00 p.m. (local), August 6, 2024**. The City desires to receive proposals from qualified proposers for Skatepark Design/Construction Services to provide a comprehensive, turnkey scope of services from the design process through construction closeout for a regional-quality multipurpose skatepark to be located at Community Park, 1701 NE 8th Street, Pompano Beach, Florida 33060. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

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

Published Questions

Question: Are Lights, Plumbing, Seating, Shade, and Landscaping required within the budget?

Answer: The bidder should visit the site to become familiar with the existing infrastructure. It is up to the D-B team to propose design features, such as landscaping, seating, lighting, etc. This new park may use the existing infrastructure if feasible.

Asked: 7/29/2024 03:18 PM (ET)

Question: Will there be a need for use of new security cameras at this location, or will you be utilizing existing cameras from the surrounding fields?

Answer: No.

Asked: 7/29/2024 03:17 PM (ET)

Question: Do we need to include lights in our proposal? Not sure till what time the park will be open.

Answer: Park opens at sunrise and closes at 11:00 pm. Design elements are up to D-B Team.

Asked: 7/29/2024 03:16 PM (ET)

Question: Are permits to be paid within the 1.8 budget?

Answer: The city will pay for permits, outside of this contract.

Asked: 7/29/2024 03:15 PM (ET)

Question: is the city aware of which permits will be required?

Answer: All applicable permits are required in accordance with current codes, based on design elements. The contractor should know the required permits.

Asked: 7/29/2024 03:14 PM (ET)

Question: What is the engineers estimate of cost or a target budget?

Answer: Per section 3.5, the design and construct budget is \$1,800,000.00.

Asked: 7/29/2024 03:13 PM (ET)

Question: Is there a size expectation for the allotted budget?

Answer: 98,000 square feet.

Asked: 7/29/2024 03:12 PM (ET)

Question: Is there a current geotechnical report?

Answer: No.

Asked: 7/29/2024 03:11 PM (ET)

Question: Are Lights, Plumbing, Seating, Shade, and Landscaping required within the budget?

Answer: The bidder should visit the site to become familiar with the existing infrastructure. It is up to the D-B team to propose design features, such as landscaping, seating, lighting, etc. This new park may use the existing infrastructure if feasible.

Asked: 7/15/2024 02:41 PM (ET)

Question: What is the community involvement expected in the design process?

Answer: Minimal, the city will defer to the design-build team for design elements

Asked: 7/15/2024 02:39 PM (ET)

Question: What is the current Sports Park Community and Demographic information?

Answer: The current park community and demographic information is diverse, reflecting a wide range of people from different economic backgrounds, age, and race.

Asked: 7/15/2024 02:39 PM (ET)

EXHIBIT – B

CONTENTS:

1. General Conditions

Exhibit B
General Conditions

ARTICLE 1. DEFINITIONS.

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

contractors.

- 1.11 **Punch List:** A list of items of work required to render complete, satisfactory, and acceptable the construction services provided for in the Contract Documents and created pursuant to Florida Statute 218.735(7)(a).
- 1.12 **Subcontractor:** A person or entity other than a materialman or laborer who enters into a Contract with Contractor for the performance of any part of Contractor's Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 1.13 **Sub-subcontractor:** A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.
- 1.14 **Submittals:** Are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications, periodic and final "as-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 certified mail or other traceable delivery service to the last business address known to him who gives notice. Trackable electronic transmissions shall also be considered as written notice.

ARTICLE 2. THE WORK.

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

acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.

2.02 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.

2.03 The Contractor represents and warrants to the Owner that:

2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;

2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;

2.03.03 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;

2.03.04 It is fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Contractor" in the Construction Contract, and is legally permitted to perform all the work set forth in this Construction Contract.

2.03.05 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines, as well as site ingress and egress. The Contractor acknowledges receipt and has reviewed the site geotechnical report provided for the Owner.

2.03.06 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.

3.01 The Contractor represents that:

3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.

3.01.02 All construction materials, labor, methods, means, techniques, sequences and procedures required to carry out the Work, all safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.

3.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.

3.01.04 The Contract Time is adequate for the performance of the Work.

- 3.02 The Contractor is responsible for all means, methods, techniques and sequencing of construction.
- 3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owner prior to proceeding with the specific portion of the Work.

ARTICLE 4. INTENT AND INTERPRETATION.

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

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

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

by Owner. In the event Contractor fails to provide same to Owner as demanded, Contractor acknowledges that the Owner will need same and will be irreparably harmed and be subject to an injunction to provide same.

ARTICLE 6. TEMPORARY UTILITIES.

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

ARTICLE 7. PROGRESS.

- 7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required in Article 10 below, as a condition precedent to payment(s).
- 7.01.01 Such schedule shall be in a form acceptable to the Owner.
- 7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.
- 7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.
- 7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.
- 7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.
- 7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify

Contractor who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.

- 7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.
- 7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.
- 7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.
- 7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:
 - 7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or
 - 7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

ARTICLE 8. EXPEDITING

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

ARTICLE 9. COMPLETION

- 9.01 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
 - 9.01.01 For a Project with an estimated cost of less than \$10 million, the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
 - 9.01.02 For a Project with an estimated cost of \$10 million or more, the Punch List shall be completed

within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.

- 9.02 For a Project involving the construction of more than one building or structure, or involving a multiphase project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.
- 9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.
- 9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete the outstanding item.
- 9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for remaining retainage.

ARTICLE 10. CONTRACT PAYMENTS

- 10.01 Schedule of Values:
- 10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.
- 10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.
- 10.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.
- 10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. Contractor's failure to comply with this provision shall be grounds for Owner to terminate Contractor, as provided for elsewhere herein.
- 10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.
- 10.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.
- 10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project

Consultant, the Owner, or both.

- 10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.
- 10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.
- 10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:
 - a. Within ten (10) days, review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.
 - b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.
- 10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.
- 10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- 10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be timely paid.
- 10.02.09 The Contractor may submit a corrected Application for Payment which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.
- 10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.
- 10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.
- 10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.
- 10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.

- 10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.
- 10.02.15 Furthermore, the Contractor warrants and represent that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.
- 10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.
- 10.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.
- 10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR

- 11.01 The Owner may withhold as retainage five (5) percent of the payment owed to the Contractor until completion of the Project.
- 11.02 If the City pays the retainage amount upon the Contractor's request which is attributable to the labor, services, or materials supplied by one or more contractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors or suppliers.
- 11.03 Regardless of the provisions in this Article, in no event shall the Owner be required to pay or release any amounts that are the subject of a good faith dispute, a claim brought pursuant to Fla. Stat. § 255.05, or otherwise the subject of a claim or demand by the Owner.
- 11.04 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:
- 11.04.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;
- 11.04.02 Liquidated Damages as set forth in this Contract;
- 11.04.03 Defective Work unremedied;
- 11.04.04 Punch-List items unremedied;

- 11.04.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;
- 11.04.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;
- 11.04.07 Failure to comply with any and all insurance requirements;
- 11.04.08 Failure of the Contractor to make payment properly to Subcontractors or others;
- 11.04.09 Damage to the Owner or another contractor;
- 11.04.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;
- 11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;
- 11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.

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

ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.

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

ARTICLE 14. LICENSES AND PERMITS.

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

ARTICLE 15. CEASE AND DESIST ORDER.

- 15.01 In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing the Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.
- 15.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner

that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner.

- 15.03 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

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

- 16.01 The Contractor shall perform the Work in accordance with the Contract Documents.
- 16.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.
- 16.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.
- 16.04 Unless expressly provided for elsewhere in the Contract Documents, the Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.
- 16.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.
- 16.06 Record Keeping on Site:
- 16.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.
- 16.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.
- 16.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.
- 16.07 Shop Drawings And Other Submittals:
- 16.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work of the various trades.
- 16.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.
- 16.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.
- 16.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless

such have been approved in writing by the Project Consultant.

- 16.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.
 - 16.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.
 - 16.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.
 - 16.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.
- 16.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.
- 16.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

ARTICLE 17. SUBCONTRACTS.

- 17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.
- 17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post- Award Information by submitting:
 - 17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.
 - 17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.
 - 17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.
 - 17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.
- 17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.
- 17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Contract Documents. The

Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.

- 17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.
- 17.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition, each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.
- 17.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.

ARTICLE 18. CONTRACTOR'S SUPERINTENDENT

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

ARTICLE 19. COOPERATION WITH OTHERS.

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

ARTICLE 20. SITE CONDITIONS.

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

ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.

- 21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.
- 21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.
- 21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for

discovery, determination and correction of any such condition.

- 21.02 Contractor shall comply with all applicable laws and regulations.
 - 21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.
 - 21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.
 - 21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be construed 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 received 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 economic 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 affected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.

32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The City of Pompano Beach, Florida under its General Services Manual, the rules of which are incorporated below:

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

ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

33.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.

33.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.

33.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.

33.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twenty-four (24) months following final completion upon written direction from the Owner.

33.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.

33.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.

33.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate

the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.

- 34.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all Work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.
- 34.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.
- 34.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.
- 34.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and man hours lost due to injuries.
- 34.05 Contractor shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.
- 34.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.
- 34.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.
- 34.08 Safety Precautions and Programs:
- 34.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- 34.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.
- 34.08.03 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).
- 34.09 Safety of Persons and Property
- 34.09.01 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- a. Employees on the Work and other persons who may be affected thereby;
 - b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the

course of construction.

- 34.09.02 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.
- a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.
 - b. The Contractor shall prominently post and maintain on the jobsite:
 - 1) OSHA 200: Log and summary of occupational injuries and illnesses.
 - 2) OSHA 2203: Provisions of the Act poster.
- 34.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:
- a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.
 - b. Holding weekly safety meetings with employees and Subcontractors.
 - c. Implementing OSHA Voluntary Protection Programs.
 - d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.
 - e. Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.
 - f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
 - g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.
- 34.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 34.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.

- 34.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 34.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force.

34.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

ARTICLE 35. ROYALTIES AND PATENTS.

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

ARTICLE 36. TAXES.

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

ARTICLE 37. INDEMNITY AND HOLD HARMLESS.

- 37.01 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its officers, its officials, its agents and employees and each of them hereinafter collectively referred to as the Owner, from and against any and all judgments, demands, claims, causes of action, liability, expenses, losses, costs, fines, and damages (including reasonable attorney's fees and expert's fees) of every kind and character brought against the Owner by any person, party or entity of any kind or nature whatsoever arising out of, incident to, relating or regarding the Contractor's performance under this Agreement, the condition of the premises, and/or the Contractor's acts of omission or commission.
- 37.02 Contractor, however, shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which a Court of competent jurisdiction determines as being attributed to the negligence of Owner, its respective agents, servants, employees or officers.
- 37.03 Said indemnifications by Contractor shall be extended to include all "Subcontractors", deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of the Contractor.
- 37.04 Contractor recognized the broad nature of this indemnifications and hold harmless clause and voluntarily makes this covenant and expressly acknowledge the receipt of Ten (\$10.00) Dollars, which payment is incorporated into the Contract Sum, and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida.
- 37.05 This clause shall survive termination of this Agreement and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Bid Documentation or Specifications.

ARTICLE 38. TERMINATION BY THE CONTRACTOR.

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

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

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

ARTICLE 40. TERMINATION BY THE OWNER.

- 40.01 The Owner may, at the Owner's option, for any reason and at any time terminate for convenience, any work under this Contract, in whole or, from time to time, in part, in accordance with the following terms and conditions:
- 40.02 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.
- 40.02.01 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.
- 40.02.02 The Contractor shall also terminate outstanding orders and subcontracts.
- 40.02.03 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.
- 40.02.04 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.
- 40.02.05 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- 40.02.06 When terminated for convenience, the Contractor shall be compensated as follows:
- a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.
 - b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
 - c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
 1. Contract prices for labor, materials, equipment and other services accepted under this Contract;
 2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 3. Reasonable costs of settling and paying legitimate claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

40.03 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:

40.03.01 If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor for cause upon seven (7) day written notice and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

40.03.02 In such case, the Contractor shall not be paid further until the Work is complete.

40.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 40.02 shall apply.

ARTICLE 41. CONTRACTOR'S INSURANCE

41.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.

41.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State of Florida Governmental Entity.

41.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.

41.04

The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations

Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with \$1,000,000 per occurrence, \$2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.

- 41.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.
- 41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.
- 41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.
- 41.08 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.
- 41.09 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
- 41.10 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.
- 41.11 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.
- 41.12 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to

the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND

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

ARTICLE 43. RIGHT TO AUDIT PROVISIONS

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

43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

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

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

43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

ARTICLE 44. LAWS AND REGULATIONS

44.01 Contractor and its employees and representative shall at all times, comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time Work is performed pursuant to the Contract Documents.

44.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances or regulations not in existence at the time of signing this Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Contractor shall within fifteen (15) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the

Construction Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made at Owner's discretion.

- 44.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Contractor shall within fifteen (15) days of discovery of same report the same in writing to Owner who will issue such instructions as may be necessary.

ARTICLE 45. DISPUTE RESOLUTION.

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

ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES.

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

ARTICLE 47. RIGHTS AND REMEDIES.

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

ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.

- 48.01 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.
- 48.02 If requested by Owner the Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Project Consultant's determination that Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

ARTICLE 49. PUBLIC RECORDS.

- 49.01 A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The

Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

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

49.02

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

**100 W. Atlantic Blvd.,
Suite 253 Pompano
Beach, Florida 33060
(954) 786-4611**

RecordsCustodian@copbfl.com

EXHIBIT – C

CONTENTS:

1. Insurance Requirements

EXHIBIT C – INSURANCE REQUIREMENTS :

NEW LINE SKATEPARKS FL, INC. DESIGN BUILD CONSTRUCTION AGREEMENT ID #12560 (RFP T-12-24)

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. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

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

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
XX explosion & collapse hazard	
XX underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
XX CG2010	ongoing operations (or its' equivalent)
XX CG 2037	completed operations (or its' equivalent)
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:	<input checked="" type="checkbox"/> Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX comprehensive form	<input type="checkbox"/> Minimum \$10,000/\$20,000/\$10,000
XX owned	(Florida's Minimum Coverage)
XX hired	
XX non-owned	

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.

BROKER
Burnaby Still Creek, BC - Hub International Insurance Brokers
400 - 4350 Still Creek Drive
Burnaby BC V5C 0G5

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

BROKER'S CLIENT ID: NEWLINE-07

COMPANIES AFFORDING COVERAGE

COMPANY
A Markel Insurance Company

INSURED'S FULL NAME AND MAILING ADDRESS
New Line Skateparks Inc. and New Line Skateparks FL, Inc.
19950 88 Ave SUITE 302
Langley BC V1M 0A5

COMPANY
B Lloyd's Underwriters

COMPANY
C

COMPANY
D

COVERAGES

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.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YY/MM/DD)	POLICY EXPIRATION DATE (YY/MM/DD)	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	A	CAS883641-01	24/04/15	25/04/15	EACH OCCURRENCE	\$2,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
					PERSONAL INJURY	\$2,000,000
					TENANT'S LEGAL LIABILITY	\$500,000
					MED EXP (Any one person)	\$10,000
					NON-OWNED AUTO	\$2,000,000
					OPTIONAL POLLUTION LIABILITY EXTENSION	\$
					(Per Occurrence)	\$
					(Aggregate)	\$
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> LEASED AUTOMOBILES <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>					BODILY INJURY PROPERTY DAMAGE COMBINED	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM <small>(Specify)</small>	A	CAS883661-01	24/04/15	25/04/15	EACH OCCURRENCE	\$8,000,000
					AGGREGATE	\$8,000,000
OTHER LIABILITY (SPECIFY) E&O - Primary Layer E&O - Secondary Layer E&O - Third Layer	B	B0621PNEWL001824, B0621PNEWL001924, BC06199-2404	24/04/15	25/04/15	Each and Every Claim Each and Every Claim Each and Every Claim	\$1,000,000 \$1,000,000 \$3,000,000

David Daley

ADDITIONAL INSURED
City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach FL 33060

DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS
All Limits are in USD
Lloyd's Underwriters Effective date: April 15, 2024 to April 15, 2026
Policy # EIL883501-01
Environmental Impairment Liability - \$5,000,000 Limit
Contractors Pollution Liability - Aggregate Limit - \$5,000,000
Coverage Territory - Canada and US

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Thompson

PRINT NAME INCLUDING POSITION HELD

Sarah Thompson, CMO

FAX NUMBER
604-269-1001

EMAIL ADDRESS
karsen.panjwani@hubinternational.com

COMPANY
Burnaby Still Creek, BC - Hub International Insura

DATE
24/11/20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Person Or Organization For Whom You Are Performing Operations When You And Such Person Or Organization Have Agreed In Writing In A Contract Or Agreement That Such Person Or Organization Be Added As An Additional Insured On Your Policy.	N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>Any Person Or Organization For Whom You Are Performing "Commercial Construction" During The Period Of This Policy And Have Agreed In A Written Contract To Add As An Additional Insured For Products-Completed Operations. "Commercial Construction" Does Not Include Any Habitational Or Residential Construction Other Than Hotels Or Apartments.</p>	<p>N/A</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION –
BLANKET ADDITIONAL INSURED OR CERTIFICATE HOLDER**

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

If you are required by written contract to provide Notice of Cancellation (for reasons other than nonpayment of premium or deductible reimbursement) to any additional insured or "certificate" holder under this policy, we agree to provide such Notice stating when, no less than 30 days from the date of mailing, such cancellation shall take effect.

You agree that as a condition precedent to us providing such notice, you will provide us with a complete list of such additional insureds or "certificate" holders including appropriate designees and complete mailing addresses. Such list shall be provided no less than 7 days from the date it is electronically requested. Such list shall be in a format acceptable to us.

If notice is mailed, proof of mailing is sufficient proof of notice.

For purpose of this endorsement, "certificate" shall mean a certificate of insurance issued as evidence of this insurance.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations or any Schedule attached to this Policy.

All other terms and conditions of this Policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

IN FAVOR OF:

THE CITY OF POMPANO BEACH
General Services and Procurement Department
100 W Atlantic Blvd
Pompano Beach FL 33060

WORK PERFORMED BY CO-EMPLOYEES OF:

New Line Skateparks FL Inc
137 W Marion Ave STE 1
Edgewater FL 32132

ON THE FOLLOWING PROJECT:

(RFP): T-12-24 - Skatepark Design/Construction Services

FEE FOR THIS WAIVER IS:

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 11/19/2024

Policy No: WC 12-68-329-04

Endorsement No:

Insured: Paychex PEO Holdings, LLC Alt. Emp: New Line Skateparks FL Inc

Premium: \$

Insurance Company: American Zurich Insurance Company

Countersigned By:


Authorized Representative

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
THE CITY OF POMPANO BEACH General Services and Procurement Department 100 W Atlantic Blvd Pompano Beach FL 33060	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 11/19/2024

Policy No.: WC 12-68-329-04

Endorsement No:

Insured: Paychex PEO Holdings, LLC Alt. Emp: New Line Skateparks FL Inc

Premium: \$

Insurance Company: American Zurich Insurance Company

WC 99 06 33

(Ed. 05-10) Includes copyrighted material of National Council on Compensation Insurance, Inc. with its permission.



Performance Bond

BDTO-760107-024

CONTRACTOR:

(Name, legal status, and address)
NEW LINE SKATEPARKS FL, INC.

137 West Marion Ave, Unit 1
Edgewater, Florida 32132

OWNER:

(Name, legal status, and address)
CITY OF POMPANO BEACH

100 West Atlantic Blvd,
Pompano Beach, FL 33060

CONSTRUCTION CONTRACT

Date: November 4, 2024

Amount: \$1,798,000.00 One Million Seven Hundred Ninety-eight Thousand Dollars And Zero Cents

Description:

(Name and location)

RFP T-12-24 Skatepark Design/Construction Services for Community Park at 1701 NE 8th St., Pompano Beach, FL 33060

BOND

Date: November 5, 2024

(Not earlier than Construction Contract Date)

Amount: \$1,798,000.00 One Million Seven Hundred Ninety-eight Thousand Dollars And Zero Cents


Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
NEW LINE SKATEPARKS FL, INC.

SURETY

Company:
Liberty Mutual Insurance Company

Signature: 

Name **KYLE DION**
and Title: **C.E.O**

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: 

Name **Anne M. Higginbottom**
and Title: **Attorney-in-Fact**



(FOR INFORMATION ONLY — Name, address, and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer, or other party:)

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010 Edition Performance Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text
in AIA Document A312-2010 Edition Performance Bond.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text
in **AIA Document A312-2010 Edition Performance Bond**.

§ 16 Modifications to this bond are as follows:

PLACEHOLDER

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

Init.

/

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in **AIA Document A312-2010 Edition Performance Bond.**



Payment Bond

BDTO-760107-024

CONTRACTOR:

(Name, legal status, and address)
NEW LINE SKATEPARKS FL, INC.

137 West Marion Ave, Unit 1
Edgewater, Florida 32132

OWNER:

(Name, legal status, and address)
CITY OF POMPANO BEACH

100 West Atlantic Blvd,
Pompano Beach, FL 33060

CONSTRUCTION CONTRACT

Date: November 4, 2024

Amount: \$1,798,000.00 One Million Seven Hundred Ninety-eight Thousand Dollars And Zero Cents

Description:

(Name and location)

RFP T-12-24 Skatepark Design/Construction Services for Community Park at 1701 NE 8th St., Pompano Beach, FL 33060

BOND

Date: November 5, 2024

(Not earlier than Construction Contract Date)

Amount: \$1,798,000.00 One Million Seven Hundred Ninety-eight Thousand Dollars And Zero Cents

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
NEW LINE SKATEPARKS FL, INC.

SURETY

Company:
Liberty Mutual Insurance Company

Signature:

Name KYLE DION
and Title: C.E.O

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name Anne M. Higginbottom
and Title: Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address, and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer, or other party:)

Init

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010 Edition Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text
in AIA Document A312-2010 Edition Payment Bond.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in **AIA Document A312-2010 Edition Payment Bond.**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206801-969041

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alyssa R. Michael; Anne M. Higginbottom; Barry J. Horgan; William L. Labbe

all of the city of Fall River state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of November, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12, Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5, Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of November, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.