

PROPOSAL - CONTRACT
B&M Marine Construction, Inc.

CGC-052820

STATE LICENSED & INSURED CONTRACTOR

3500 SW 14TH STREET • DEERFIELD BEACH • FLORIDA • 33442

OFFICE: (954)-421-1700 • FAX (954) 427-5168

SEAWALLS

DOCKS

BOATLIFTS

AUGERCAST PILES

HELICAL PILES

SHEET PILING

MAILING LOCATION:

City of Pompano Beach
Attn: Horacio Danovich
100 West Atlantic Blvd
Pompano Beach, FL 33061
P: 954-786-7834
E: Horacio.Danovich@copbfl.com

PROJECT LOCATION:

March 7, 2017

B&M MARINE CONSTRUCTION HEREBY SUBMITS SPECIFICATIONS AND ESTIMATES AS FOLLOWS:

- 1) Mobilization of barge and crane as following The City of Fort Lauderdale Repair and Maintenance Contract:
Item #75 - \$3,500.00 (lump sum)
- 2) Install a Turbidity Barrier as following The City of Fort Lauderdale Repair and Maintenance Contract:
Item #56 - Install 100 l.f. @ \$25.00 = \$2,500.00
- 3) Install 83' of new precast seawall in front of existing as The City of Fort Lauderdale Repair and Maintenance Contract follows:
 - A. Item #2 = Demolish 81 c.y. @ \$185.00 c.y. = \$14,985.00
 - B. Item 15 = Furnish 19 12" x 25' piling @ \$350.00 each = \$6,650.00
 - C. Item # 16 = Install 19 piling @ \$600.00 each = \$11,400.00
 - D. Item #28 = Supply 996 s.f. of concrete panel @ \$25.00 s.f. = \$24,900.00
 - E. Item #36 = Labor and materials for 83 l.f. if seawall cap @ \$125.00 l.f. = \$10,375.00
 - F. Item #54 = Supply 36 c.y. of backfill @ \$90.00 c.y. = \$3,240.00
- 4) Install new 27 1/2' x 5' dock from the wet face of new seawall panels incorporated into new seawall as The City of Fort Lauderdale Repair and Maintenance Contract follows:
 - A. Item # 15 = Supply 4 12" x 25' concrete piling @ \$350.00 each = \$1,400.00
 - B. Item #16 = Install 4 concrete piling @ \$600.00 each = \$2,400.00
 - C. Item #40 = Furnish and install 40 l.f. of bumper @ \$39.00 l.f. = \$1,560.00
 - D. Item #43 = Furnish and install 6 cleats @ \$90.00 each = \$540.00
 - E. Item #45 = Furnish and install 2 ladders @ \$325.00 each = \$650.00
 - F. Item #49 = Miscellaneous reinforced concrete 6.29 c.y. @ \$1,100.00 = \$6,919.00
 - G. Item #66 = Construct 4 concrete posts above deck @ \$600.00 each = \$2,400.00
- 5) Form and pour 83' x 8' x 6" structural side walk behind seawall landward of the seawall, as per plan on The City of Fort Lauderdale Repair and Maintenance Contract:
Item #49 – Miscellaneous reinforced concrete @ 13 c.y @ \$1,100.00 = \$14,300.00

PAYMENTS NOT RECEIVED WITHIN TERMS LISTED ABOVE SHALL ACCRUE INTEREST AT 1.75% PER MONTH. (APR IS 21%) ALL EXPENSES INCURRED AS A RESULT OF LATE OR NON PAYMENTS, INCLUDING LIEN FEES, REASONABLE ATTORNEYS FEES AND COSTS, SHALL BE PAID BY CUSTOMER. VENUE FOR ALL LEGAL ACTIONS SHALL BE EXCLUSIVELY IN BROWARD COUNTY, FLORIDA. B&M MARINE CONSTRUCTION, INC. TO BE HELD HARMLESS & BE INDEMNIFIED FOR UPTO 1,000,000.00 FROM ALL PARTIES FOR CLAIMS OF NOISE, VIBRATION DAMAGE, POLLUTION, OIL FALLOUT, OR ANY OTHER ITEMS FOR PROJECT.

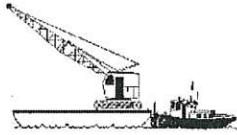
WE DO NOT ASSUME RESPONSIBILITY FOR SUITABLE ACCESS TO THE JOB SITE. OWNER SHALL BE RESPONSIBLE FOR FURNISHING OFFSET STAKES SET BY A LICENSED SURVEYOR. ANY ALTERATIONS FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON REQUEST AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL REPAIR WORK IS GUARANTEED FOR A PERIOD OF ONE FULL YEAR FROM THE DATE OF COMPLETION OF ANY AUTHORIZED WORK. WE RESERVE THE RIGHT TO WITHDRAW THIS BID IF NOT ACCEPTED WITHIN 30 DAYS UNLESS OTHERWISE SPECIFIED.

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.
YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED, PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE ACCEPTED _____

SIGNATURE _____

AUTHORIZED SIGNATURE: Glen Bryant



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- 6) Extend existing out fall pipe through new seawall panel as per plan as follows The
City of Fort Lauderdale Repair and Maintenance Contract:
Item #49 - Miscellaneous reinforced concrete @ 9 c.y. @ \$1,100.00 c.y. = \$9,900.00

- 7) Form and pour seawall panel around existing gas line and supply divers for location of
electrical and plumbing and fire not included as per plan and following The
City of Fort Lauderdale Repair and Maintenance Contract:
Item #49 - Miscellaneous reinforced concrete 12 c.y. @ \$1,100.00 c.y. = \$13,200.00

Total: \$ 130,815.00

PAYMENT TO BE MADE AS FOLLOWS:
AIA Progress

Estimated start time – 30 days from final approval from city
Estimated construction time is 55 days to final inspection and has been completed and paid for.

TO COMMENCE THE PROCESS:

1. Return a copy of the signed contract.

PLEASE NOTE THE FOLLOWING TERMS AND CONDITIONS OF THE CONTRACT.

1. All plans, permits and all associated costs **applied or obtained** by B&M Marine Construction, Inc.
2. Exclusions: The repair of sod, sprinklers, plumbing, electric, underground utilities, concrete test cylinders, seawall mounted fences and rails due to construction, as per contract.
3. Punching of rock and/or use of composite piling @ \$350.00 per pile additional if necessary.
4. B&M Marine is not responsible for any additional cost which may be related to disposal of any contaminated material that may be removed from your site.
5. B&M Marine Construction, Inc. is not responsible for pool or patio damage due to vibration or undermining during construction.
6. B&M Marine Construction, Inc. recommends a seismograph be taken on any driven piles and the customer will be billed an additional charge.

Recommended seismograph monitor companies: Nutting Engineer, Ardeman and Associates, GEO Sonic

OWNER DOES NOT OBTAIN OWNERSHIP TO ANY IMPROVEMENT UNTIL SUCH TIME AS THE FULL CONTRACT SUM HAS BEEN PAID. FAILURE TO PAY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT MAY RESULT IN THE IMPROVEMENTS BEING REMOVED AT THE OWNER'S RISK. **DIRECTLY WITH OWNER- PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT. WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS- 1940 NORTH MONROE STREET, TALLAHASSEE, FLORIDA 32399 (850-487-1395) ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES). THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOU'RE CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER" FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

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