



CITY COMMISSION OF THE CITY OF PAHOKEE  
**SPECIAL CITY COMMISSION MEETING**

Tuesday, May 29, 2018 11:00 a.m.

360 E. Main Street, Pahokee, Florida

This Meeting of the City Commission of the City of Pahokee is being held to discuss the following topics.

**A. INVOCATION & PLEDGE OF ALLEGIANCE**

**B. ROLL CALL**

**C. TOPIC**

- 1. ITB 2018 – 02 RECOMMENDATIONS & AWARD WEEKLEY ASPHALT PAVING, INC.**
- 2. ITB 2018 – 03 RECOMMENDATIONS & AWARD LYNCH PAVING & CONSTRUCTION, INC.**
- 3. RESOLUTION 2018 – 28 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CAMPGROUND & MARINA PAINTING & RENOVATION UPGRADES AGREEMENT BETWEEN ARUBA CONSTRUCTION & ROOFING, INC AND THE CITY OF PAHOKEE.**
- 4. RESOLUTION 2018 – 29 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CAMPGROUND & MARINA SECURITY & NETWORK SYSTEM AGREEMENT BETWEEN HILIOS, LLC AND THE CITY OF PAHOKEE.**
- 5. RESOLUTION 2018 – 30 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE OLD PAHOKEE HIGH SCHOOL BEAUTIFICAN AGREEMENT BETWEEN A. GENESIS CONSTRCUTION, LLC AND THE CITY OF PAHOKEE.**

6. **RESOLUTION 2018 – 31 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE COMMISSIONERS PARK IMPROVEMENT AGREEMENT BETWEEN LYNCH PAVING & CONSTRUCTION, INC. AND THE CITY OF PAHOKEE.**
7. **RESOLUTION 2018 – 32 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CAMPGROUND & MARINA PETROLEUM FUELING PUMPS AGREEMENT BETWEEN PETROLEUM MARINE CONSTRUCTION, LLC AND THE CITY OF PAHOKEE.**

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN

**RESOLUTION 2018 - 28**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CAMPGROUND & MARINA PAINTING & RENOVATION UPGRADES AGREEMENT BETWEEN ARUBA CONSTRUCTION & ROOFING, INC AND THE CITY OF PAHOKEE.**

**WHEREAS**, this Campground & Marina Painting & Renovations Upgrades Agreement is entered into by and between ARUBA CONSTRUCTION & ROOFING, INC. and the CITY OF PAHOKEE; and,

**WHEREAS**, the parties desire to enter into this agreement in order to define the expectations of each party with regards to the Project, identify the services to be provided by Aruba Construction & Roofing, Inc., and outline the process to be allowed.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, THAT:**

**Section 1.** The City Commission hereby authorizes and directs the Mayor to execute the attached Campground & Marina Painting & Renovations Upgrades Agreement with Aruba Construction & Roofing, Inc..

**PASSED AND ADOPTED this 29<sup>th</sup> day of May, 2018.**

ATTESTED:

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

\_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Murvin

Commissioner Everett

Commissioner Hill

Commissioner Walker

## CONTRACT AGREEMENT

JOB NO: Painting & Renovation Upgrades

ACCOUNT CODE: HL081-04

**THIS AGREEMENT** is made this 29th day of May 2018, by and between CITY OF PAHOKEE (OWNER) and ARUBA CONSTRUCTION & ROOFING (CONTRACTOR) to perform the Work identified in Article 2 in accordance with the Project's Contract Documents.

PROJECT: CAMPGROUND & MARINA RENOVATION/PROJECT  
OWNER: CITY OF PAHOKEE  
ARCHITECT: N/A  
CONTRACTOR: ARUBA CONSTRUCTION & ROOFING, Inc.

### Article 1

**CONTRACT PAYMENT.** The OWNER agrees to pay CONTRACTOR for satisfactory performance of CONTRACTOR's Work the sum of One hundred twenty-one thousand two hundred and fifty Dollars (\$ 121,250.00). A 10% percent down payment in the amount of twelve thousand one hundred twenty – five Dollars (\$12,125) will be made to the CONTRACTOR at the time of issuance of the Notice to Proceed. Progress payments shall be made to CONTRACTOR for Work satisfactorily performed no later than thirty (30) days after receipt of payment request and Release of Lien from CONTRACTOR. The down payment shall be credited against progress payments pro rata. Final payment of the balance due shall be made to CONTRACTOR not later than thirty (30) days after receipt by OWNER of final payment request and final Release of Lien for CONTRACTOR's Work and OWNER's acceptance of the Work. These payments are subject to receipt of such lien waivers, affidavits, warranties, and guarantees required by the Contract Documents or Contractor.

### Article 2

#### **SCOPE OF WORK.**

- (a) CONTRACTOR shall furnish necessary labor, materials, services, tools, equipment and other things necessary to fully perform and complete the Work in cooperation with the other trades in a good and workmanlike manner to the satisfaction and acceptance of OWNER and perform all the Work as set forth herein (hereinafter referred to as the "Work").
- (b) No claim shall be made due to minor variations in the actual conditions of the premises from what is shown on the plans. CONTRACTOR shall examine the premises, note and ascertain the existing conditions at the site and the nature and location of the Work. All Work affected or governed thereby or required for the



thorough and satisfactory execution and completion of his Work, whether indicated or specified or not, and regardless of quantity estimated, shall constitute part of this Contract and shall be performed without extra charge.

- (c) CONTRACTOR agrees to commence CONTRACTOR's Work herein described upon notification by OWNER, and to perform and complete such Work in accordance with Contract Documents and under the general direction of OWNER in accord with CONTRACTOR'S schedule. This shall include all work necessary or incidental to complete the: See Exhibit "A", Specification of Work, and Exhibit "B", Schedule of Work

### **Article 3**

#### **SCHEDULE OF WORK.**

- (a) CONTRACTOR hereby acknowledges that time is of the essence with respect to the OWNER's completing the Project and that such completion is substantially dependent upon CONTRACTOR's performance of this Contract on or before the dates set forth in the Progress Schedule. Time, therefore, is of the essence in this Contract.
- (b) CONTRACTOR shall turn the Work over to OWNER in good condition and free and clear of all claims or liens arising from the performance of the Contract, and shall, at his expense, defend all suits and pay all claims arising from his performance of this Contract.
- (c) CONTRACTOR covenants and agrees that he shall not employ any labor which will interfere with labor harmony at the job site or with the introduction and storage of materials and execution of Work by other contractors. If CONTRACTOR breaches this covenant and such breach shall cause a stoppage of Work at the job site, CONTRACTOR shall be liable for all damages suffered by OWNER caused by such delay in completing the job.
- (d) CONTRACTOR shall, prior to submission of his first requisition for payment, supply to OWNER the name, address and telephone number of every supplier or subcontractor furnishing materials and/or labor to CONTRACTOR for the Work covered herein and a cost breakdown of this Contract.
- (e) CONTRACTOR shall comply with all laws, ordinances and regulations relating to the manner of doing the work or to the supplying of the material at the job site, and shall provide safe working conditions for his employees, other employees and the public.
- (f) If any part of CONTRACTOR's work depends for proper execution or results upon the work of any other contractor, CONTRACTOR shall inspect and promptly report to OWNER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of CONTRACTOR'S work.
- (g) Time is of the essence. CONTRACTOR shall provide OWNER with any requested scheduling information of CONTRACTOR's Work. The Schedule of Work, including

that of this Contract shall be prepared by OWNER and may be revised as the Work progresses. CONTRACTOR recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation. CONTRACTOR shall coordinate its work with all other contractors, subcontractors, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

#### **Article 4**

##### **CHANGES.**

- (a) OWNER may authorize changes to or deductions from the Work, said authorization to be effective and binding only when written (hereinafter referred to as "extra work").
- (b) Whenever extra work is requested by OWNER and the scope and nature of same is reasonably susceptible to lump sum quotation, CONTRACTOR shall provide such quotation within five (5) days of a request for same.
- (c) Any claim for compensation for extra work, whether lump sum or otherwise, must be presented to OWNER within five (5) days of authorization of the extra work. Claims for extra work received thereafter will not be considered. Proper claims for extra work shall be paid in accordance with this Contract Agreement.
- (d) Duly authorized extra work is hereinafter deemed included in the "Work". No dispute as to adjustments in the Contract Amount for extra work shall excuse CONTRACTOR from proceeding with the Work.
- (e) OWNER, without nullifying the Agreement, may direct CONTRACTOR to make changes to CONTRACTOR'S Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a CONTRACTOR'S Change Order pursuant to the Contract Documents.

#### **Article 5**

##### **FAILURE OF PERFORMANCE.**

- (a) Should CONTRACTOR at any time fail to prosecute and complete the Work in accordance with the Progress Schedule or as herein provided or fail to diligently and continuously perform his Work, or if in the opinion of OWNER the Work of CONTRACTOR cannot be completed in the time period set forth, or if OWNER is notified of CONTRACTOR'S failure to pay for any material or labor used on the Project, or in the event of a strike or stoppage or Work resulting from a dispute involving or affecting the labor employed by CONTRACTOR, or if CONTRACTOR fails to perform any of the requirements herein, then such event shall be deemed a default and OWNER shall notify CONTRACTOR to correct such default and shall specify in such notice the action to be taken and a reasonable date by which the default shall be corrected.



(b) If a default occurs and is not corrected on or before the date specified in the notice to CONTRACTOR, OWNER shall be entitled to exercise either or both of the following remedies as well as any other remedies available, including but not limited to binding and consolidated arbitration and litigation in a court of law.

(1) OWNER may immediately take any action necessary to correct such default, including specifically the right to provide labor, overtime labor and materials and may deduct the cost of correcting such default from payment due, or that may become due to CONTRACTOR.

(2) OWNER may terminate this Contract and the employment of CONTRACTOR, take possession of CONTRACTOR'S materials, tools and equipment used in performing such Work, and employ another contractor or use the employees of OWNER to finish the remaining Work to be performed hereunder. OWNER may deduct the costs of completing the remaining work from the unpaid contract price, and if the cost of completing the remaining Work exceeds the unpaid Contract amount, CONTRACTOR shall pay to OWNER such excess costs, including but not limited to overhead and attorney's fees.

OWNER, in any such event may also refrain from making any further payments under this Contract to CONTRACTOR until the entire project shall be fully finished and accepted by OWNER, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by OWNER to CONTRACTOR, but if such expenses and damages shall exceed such unpaid balance, CONTRACTOR shall promptly pay the difference to OWNER. If OWNER does not terminate the right of CONTRACTOR to proceed, CONTRACTOR shall continue with the balance of the Work. If OWNER is damaged by reason of any breach by CONTRACTOR of this Contract, the CONTRACTOR shall, subject to any defenses and offsets to which CONTRACTOR may be entitled under this Contract, pay OWNER such damages.

#### Article 6

**INSURANCE.** CONTRACTOR SHALL FURNISH INSURANCE CERTIFICATES LISTING CITY OF PAHOKEE AS CERTIFICATE HOLDER AND ADDITIONAL INSURED.

Prior to commencing work, CONTRACTOR shall procure and maintain in force at CONTRACTOR'S expense until the completion and final acceptance of the Work, the following insurance from companies satisfactory to OWNER in the indicated amounts. Workers' Compensation Insurance and Employees Liability Insurance, Comprehensive General Liability Insurance (\$1,000,000.00 combined single limit) including premises-operation, independent contractors, products completed, operations hazard with contractual coverage and Comprehensive Automobile Liability Insurance (\$1,000,000.00 combined single limit and \$1,000,000.00 umbrella policy) and shall furnish to OWNER duplicate of original copies of insurance certificates evidencing compliance with the foregoing insurance requirements, naming OWNER as additional insured. All policies shall provide for ten (10) day cancellation or change notice to OWNER in the event of any change in or cancellation of said policies. The indemnification obligations under

Section 5a shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under Workers' Compensation Acts, Disability Benefit Acts or Other Employee Benefits Acts.

#### Article 7

##### **INDEMNIFICATION.**

In consideration of the sum of One Dollar (\$1.00) paid by OWNER to CONTRACTOR, receipt of which is acknowledged for the Indemnification herein, CONTRACTOR shall indemnify and hold harmless OWNER from all damages, losses, or expenses, including attorney(s) fees, whether at trial or on appeal, and all litigation costs, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damages to tangible property, other than the Work itself. This indemnification shall extend to claims resulting from performance of this Contract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of CONTRACTOR or any of its agents, employees, or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by the party to be indemnified. CONTRACTOR agrees to hold CITY OF PAHOKEE harmless in the event of damages or injuries due to any negligence of their part, and that they will pay all legal and defense costs associated with any damage or injury claims.

#### Article 8

##### **WARRANTY.**

CONTRACTOR warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to OWNER for a period of one (1) year from the date of Substantial Completion of the Project.

#### Article 9

##### **GRANT COMPLIANCE.**

CONTRACTOR agrees to comply with all requirements imposed on CONTRACTOR pursuant to the State of Florida DEO Grant to CITY OF PAHOKEE, dated July 1, 2017, Agreement #HL081, a copy of which has been provided to CONTRACTOR, and affirms that CONTRACTOR is fully qualified and meets all of the requirements of the grant agreement to perform the Work thereunder.



**Article 10**

**SPECIAL PROVISIONS.**

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In witness whereof, the parties have executed this Agreement under Seal, the day and year first written above.

\_\_\_\_\_  
CONTRACTOR

X  
BY: \_\_\_\_\_  
CONTRACTORS Federal  
Tax ID Number: \_\_\_\_\_

CITY OF PAHOKEE

"OWNER"

By: \_\_\_\_\_  
Keith W. Babb, Jr., Mayor

ATTESTED:  
By: \_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Gary M. Brandenburg, City Attorney

## EXHIBIT "A"

### Specification of Work

#### **Campground Bathroom 1 - One Free-Standing Building at the South End of Pahokee Campground**

1. ADA compliant fixtures
2. New flooring - 12"x 12"
3. Wall surface will be 6"x 8" tiles
4. New sinks, faucets and water closets
5. New stall and shower partitions
6. 5/4" covering w/ Formica
7. Update lighting to LED
8. Paint interior and exterior of campground bathroom 1

#### **Campground Bathroom 2 – One Free-Standing Building at the South End of Pahokee Campground**

1. ADA compliant fixtures
2. New flooring - 12"x12"
3. Wall surface will be 6"x 8" tiles
4. New sinks, faucets and water closets
5. New stall and shower partitions
6. 5/4" covering w/ Formica
7. Update lighting to LED
8. Paint interior and exterior of campground bathroom 2

#### **Pahokee Marina and Campground (4) Buildings:**

##### Camp Ground Office, Restaurant, Restroom, and Fuel Dock Building

1. Pressure clean all exterior walls using Environmentally Friendly Cleaner to prepare paint by removing all loose paint, dirt, chalk, and mildew from surface
2. Apply one coat of conditioning sealer to ensure proper adhesion of new paint and removal of deteriorating caulk as needed
3. Re-caulk all windows and doors as needed prior to painting using Sherwin Williams Bostik Pro MS 50 Silyl Modified Polyether Caulk
4. Patch any hairline cracks in stucco using elastomeric patch, large cracks to be patched using stucco patch
5. Treat all rusted areas with Ospho Rust killer
6. Apply Rust Inhibitive primer to rusted metal areas prior to painting
7. Apply top coat of Sherwin Williams SuperPaint 100% Acrylic Latex Satin Finish to all previously painted walls, doors, trim, and gutters.
8. Aruba and Sherwin Williams provide a 7-year labor and material workmanship warranty as per specs

9. All work will be done according to Sherwin Williams Paint specifications. All work will be done in a scheduled, timely, professional manner.
10. Site inspections will be completed by Sherwin-Williams representative, City of Pahokee Building Inspectors and Project Manager from commencement to completion of job for warranty activation
11. All necessary lift equipment, scaffolding, ladders, and safety equipment shall be used according to OSHA Regulations
12. Aruba will meet the insurance requirements of Article 6 of this Contract.

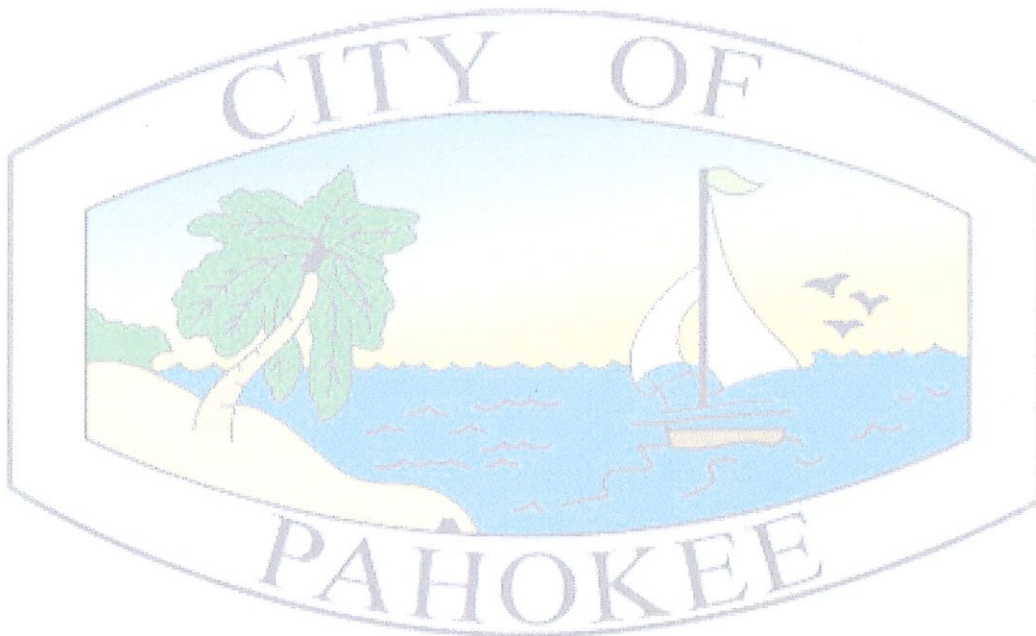
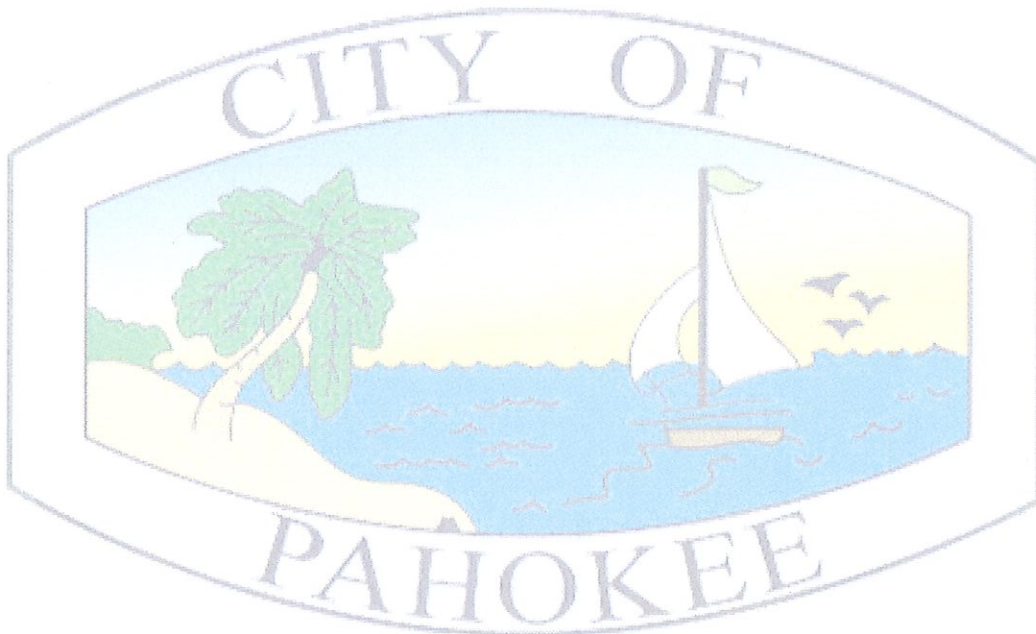


EXHIBIT "B"

Schedule of Work

Work shall commence within seven (7) days of the Notice to Proceed and be substantially completed within the thirty-two (32) days of execution of this contract by the City of Pahokee.

Provide a Construction & Project Closeout schedule as it relates to the thirty-two (32) days of project completion.





**RESOLUTION 2018 - 29**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CAMPGROUND & MARINA SECURITY & NETWORK SYSTEM AGREEMENT BETWEEN HILIOS, LLC AND THE CITY OF PAHOKEE.**

**WHEREAS**, this Campground & Marina Security & Network System Agreement is entered into by and between HILIOS, LLC and the CITY OF PAHOKEE; and,

**WHEREAS**, the parties desire to enter into this agreement in order to define the expectations of each party with regards to the Project, identify the services to be provided by Hilios, LLC, and outline the process to be allowed.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, THAT:**

**Section 1.** The City Commission hereby authorizes and directs the Mayor to execute the attached Campground & Marina Security & Network System Agreement with Hilios, LLC.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of May, 2018.

ATTESTED:

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

\_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Gary M. Brandenburg, City Attorney

Mayor Babb \_\_\_\_\_  
Vice Mayor Murvin \_\_\_\_\_  
Commissioner Everett \_\_\_\_\_  
Commissioner Hill \_\_\_\_\_  
Commissioner Walker \_\_\_\_\_

**CITY OF PAHOKEE  
CAMPGROUND & MARINA RAILING  
CONTRACT AGREEMENT**

JOB NO: Security & Network System

ACCOUNT CODE: HL081-03

**THIS AGREEMENT** is made this 29<sup>TH</sup> day of May **2018**, by and between CITY OF PAHOKEE (OWNER) and HILIOS, LLC. (CONTRACTOR) to perform the Work identified in Article 2 in accordance with the Project's Contract Documents.

PROJECT: CAMPGROUND & MARINA RENOVATION PROJECT  
OWNER: CITY OF PAHOKEE  
ARCHITECT: N/A  
CONTRACTOR: HILIOS, LLC

**Article 1**

**CONTRACT PAYMENT.** The OWNER agrees to pay CONTRACTOR for satisfactory performance of CONTRACTOR's Work the sum of **Thirty nine thousand two hundred and three Dollars (\$39,203.65)**. Invoices will be submitted within seven (7) days indicating 50% of the work satisfactorily completed of the executed contract and the final invoice shall be submitted to the OWNER for Work satisfactorily performed.

**PAYMENT SCHEDULE**

Submit for approval by the OWNER's a printed updated Schedule of Values on AIA for G703 – Application and Certificate for Payment Continuation Sheet. Partial payments may be made after satisfactory completion of each item on the approved Schedule of Values or as a percentage determined by the Project Manager and approved by the OWNER's City Manager and the City Commission.

**PROMPT PAYMENT CLAUSE**

Section 215.422, F.S. provides that OWNER has 15 working days to inspect and approve goods and services, unless bid specification or the P.O. specifies otherwise. If payment is not available within 45 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved a separate interest penalty by the OWNER's Finance Department pursuant to OWNER'S Procurement Policy will be due and payable in addition to the invoice amount.

Invoices returned to a CONTRACTOR due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the OWNER. A Vendor Ombudsman, whose duties include acting as an

advocate for contractors who may be experiencing problems in obtaining timely payments from the OWNER, may contact the State of Florida Comptroller's Hotline: 1.800.848.3792.

## **Article 2**

### **PERMITTING:**

Construction permits are required, the CONTRACTOR will be responsible obtaining and paying for local OWNER permits. Other required State and Federal permits have been obtained by the OWNER and will be provided to the CONTRACTOR upon request. A copy of all permits shall be posted at the work site location in a weatherproof kiosk per local permitting requirements at all times during the project. The CONTRACTOR is responsible for complying with all permit conditions and any penalties arising from the CONTRACTOR permit violations.

CONTRACTOR shall provide a Maintenance of Traffic (MOT) Plan and Notification Plan to the OWNER as a part of the Permit Application Process.

## **Article 3**

### **SCOPE OF WORK.**

- (a) CONTRACTOR shall furnish necessary labor, materials, services, tools, equipment and other things necessary to fully perform and complete the Work in cooperation with the other trades in a good and workmanlike manner to the satisfaction and acceptance of OWNER and perform all the Work as set forth herein (hereinafter referred to as the "Work").
- (b) No claim shall be made due to minor variations in the actual conditions of the premises from what is shown on the plans. CONTRACTOR shall examine the premises, note and ascertain the existing conditions at the site and the nature and location of the Work. All Work affected or governed thereby or required for the thorough and satisfactory execution and completion of his Work, whether indicated or specified or not, and regardless of quantity estimated, shall constitute part of this Contract and shall be performed without extra charge.
- (c) CONTRACTOR agrees to commence CONTRACTOR's Work herein described upon notification by OWNER, and to perform and complete such Work in accordance with Contract Documents and under the general direction of OWNER in accord with CONTRACTOR'S schedule. This shall include all work necessary or incidental to complete the: See Exhibit "A", Specification of Work, and Exhibit "B", Schedule of Work

## **Article 4**



### **SCHEDULE OF WORK.**

- (a) CONTRACTOR hereby acknowledges that time is of the essence with respect to the OWNER's completing the Project and that such completion is substantially dependent upon CONTRACTOR's performance of this Contract on or before the dates set forth in the Progress Schedule. Time, therefore, is of the essence in this Contract.
- (b) CONTRACTOR shall turn the Work over to OWNER in good condition and free and clear of all claims or liens arising from the performance of the Contract, and shall, at his expense, defend all suits and pay all claims arising from his performance of this Contract.
- (c) CONTRACTOR covenants and agrees that he shall not employ any labor which will interfere with labor harmony at the job site or with the introduction and storage of materials and execution of Work by other contractors. If CONTRACTOR breaches this covenant and such breach shall cause a stoppage of Work at the job site, CONTRACTOR shall be liable for all damages suffered by OWNER caused by such delay in completing the job.
- (d) CONTRACTOR shall, prior to submission of his first requisition for payment, supply to OWNER the name, address and telephone number of every supplier or subcontractor furnishing materials and/or labor to CONTRACTOR for the Work covered herein and a cost breakdown of this Contract.
- (e) CONTRACTOR shall comply with all laws, ordinances and regulations relating to the manner of doing the work or to the supplying of the material at the job site, and shall provide safe working conditions for his employees, other employees and the public.
- (f) If any part of CONTRACTOR's work depends for proper execution or results upon the work of any other contractor, CONTRACTOR shall inspect and promptly report to OWNER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of CONTRACTOR'S work.
- (g) Time is of the essence. CONTRACTOR shall provide OWNER with any requested scheduling information of CONTRACTOR's Work. The Schedule of Work, including that of this Contract shall be prepared by OWNER and may be revised as the Work progresses. CONTRACTOR recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation. CONTRACTOR shall coordinate its work with all other contractors, subcontractors, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.



## Article 5

### **CHANGES.**

- (a) OWNER may authorize changes to or deductions from the Work, said authorization to be effective and binding only when written (hereinafter referred to as "extra work").
- (b) Whenever extra work is requested by OWNER and the scope and nature of same is reasonably susceptible to lump sum quotation, CONTRACTOR shall provide such quotation within five (5) days of a request for same.
- (c) Any claim for compensation for extra work, whether lump sum or otherwise, must be presented to OWNER within five (5) days of authorization of the extra work. Claims for extra work received thereafter will not be considered. Proper claims for extra work shall be paid in accordance with this Contract Agreement.
- (d) Duly authorized extra work is hereinafter deemed included in the "Work". No dispute as to adjustments in the Contract Amount for extra work shall excuse CONTRACTOR from proceeding with the Work.
- (e) OWNER, without nullifying the Agreement, may direct CONTRACTOR to make changes to CONTRACTOR'S Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a CONTRACTOR'S Change Order pursuant to the Contract Documents.

## Article 6

### **FAILURE OF PERFORMANCE.**

- (a) Should CONTRACTOR at any time fail to prosecute and complete the Work in accordance with the Progress Schedule or as herein provided or fail to diligently and continuously perform his Work, or if in the opinion of OWNER the Work of CONTRACTOR cannot be completed in the time period set forth, or if OWNER is notified of CONTRACTOR'S failure to pay for any material or labor used on the Project, or in the event of a strike or stoppage or Work resulting from a dispute involving or affecting the labor employed by CONTRACTOR, or if CONTRACTOR fails to perform any of the requirements herein, then such event shall be deemed a default and OWNER shall notify CONTRACTOR to correct such default and shall specify in such notice the action to be taken and a reasonable date by which the default shall be corrected.
- (b) If a default occurs and is not corrected on or before the date specified in the notice to CONTRACTOR, OWNER shall be entitled to exercise either or both of the following remedies as well as any other remedies available, including but not limited to binding and consolidated arbitration and litigation in a court of law.
  - (1) OWNER may immediately take any action necessary to correct such default, including specifically the right to provide labor, overtime labor and materials and



may deduct the cost of correcting such default from payment due, or that may become due to CONTRACTOR.

- (2) OWNER may terminate this Contract and the employment of CONTRACTOR, take possession of CONTRACTOR'S materials, tools and equipment used in performing such Work, and employing another contractor or use the employees of OWNER to finish the remaining Work to be performed hereunder. OWNER may deduct the costs of completing the remaining work from the unpaid contract price, and if the cost of completing the remaining Work exceeds the unpaid Contract amount, CONTRACTOR shall pay to OWNER such excess costs, including but not limited to overhead and attorney's fees.

OWNER, in any such event may also refrain from making any further payments under this Contract to CONTRACTOR until the entire project shall be fully finished and accepted by OWNER, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by OWNER to CONTRACTOR, but if such expenses and damages shall exceed such unpaid balance, CONTRACTOR shall promptly pay the difference to OWNER. If OWNER does not terminate the right of CONTRACTOR to proceed, CONTRACTOR shall continue with the balance of the Work. If OWNER is damaged by reason of any breach by CONTRACTOR of this Contract, the CONTRACTOR shall, subject to any defenses and offsets to which CONTRACTOR may be entitled under this Contract, pay OWNER such damages.

#### Article 7

**INSURANCE.** CONTRACTOR SHALL FURNISH INSURANCE CERTIFICATES LISTING CITY OF PAHOKEE AS CERTIFICATE HOLDER AND ADDITIONAL INSURED.

Prior to commencing work, CONTRACTOR shall procure and maintain in force at CONTRACTORS expense until the completion and final acceptance of the Work, the following insurance from companies satisfactory to OWNER in the indicated amounts. Workers' Compensation Insurance and Employees Liability Insurance, Comprehensive General Liability Insurance (\$1,000,000.00 combined single limit) including premises-operation, independent contractors, products completed, operations hazard with contractual coverage and Comprehensive Automobile Liability Insurance (\$1,000,000.00 combined single limit and \$1,000,000.00 umbrella policy) and shall furnish to OWNER duplicate of original copies of insurance certificates evidencing compliance with the foregoing insurance requirements, naming OWNER as additional insured. All policies shall provide for ten (10) day cancellation or change notice to OWNER in the event of any change in or cancellation of said policies. The indemnification obligations under Section 5a shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under Workers' Compensation Acts, Disability Benefit Acts or Other Employee Benefits Acts.

**Article 8**

**INDEMNIFICATION.**

In consideration of the sum of One Dollar (\$1.00) paid by OWNER to CONTRACTOR, receipt of which is acknowledged for the Indemnification herein, CONTRACTOR shall indemnify and hold harmless OWNER from all damages, losses, or expenses, including attorney(s) fees, whether at trial or on appeal, and all litigation costs, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damages to tangible property, other than the Work itself. This indemnification shall extend to claims resulting from performance of this Contract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of CONTRACTOR or any of its agents, employees, or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by the party to be indemnified. CONTRACTOR agrees to hold CITY OF PAHOKEE harmless in the event of damages or injuries due to any negligence of their part, and that they will pay all legal and defense costs associated with any damage or injury claims.

**Article 9**

**WARRANTY.**

CONTRACTOR warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to OWNER for a period of one (1) year from the date of Substantial Completion of the Project.

**Article 10**

**DAMAGES TO CITY OF PAHOKEE PROPERTY**

Any damages to OWNER'S property (i.e. structures, roads, culverts, fences, trees or other natural resources) caused by the CONTRACTOR while working on this project shall be the responsibility of the CONTRACTOR to remedy, as determined by the OWNER. The CONTRACTOR shall be responsible for the conduct of all CONTRACTOR personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered during construction activities the CONTRACTOR shall immediately halt construction within that area and notify the OWNER's Project Manager, City Manager or City's Engineer. Please note: The State's Archeologist also has the power to halt work if he or she believes artifacts are being disturbed and/ or Palm Beach County Water Utility District believes the construction being performed is impeding the existing lines connected to the County's flow of water and/or drainage system.



## Article 11

### **GRANT COMPLIANCE.**

CONTRACTOR agrees to comply with all requirements imposed on CONTRACTOR pursuant to the State of Florida DEO Grant to CITY OF PAHOKEE, dated July 1, 2017, Agreement #HL081, a copy of which has been provided to CONTRACTOR, and affirms that CONTRACTOR is fully qualified and meets all of the requirements of the grant agreement to perform the Work thereunder.

## Article 12

### **SUBCONTRACTOR.**

If CONTRACTOR is authorized to subcontract, the CONTRACTOR shall ensure, and provide assurances to the OWNER upon request. That any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. CONTRACTOR must provide the OWNER with the names of any subcontractor considered for work under this agreement, the OWNER reserves the right to reject any subcontractor. The CONTRACTOR agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the OWNER upon request. CONTRACTOR further agrees that the OWNER shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and CONTRACTOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. CONTRACTOR, at its expense, will defend the OWNER against such claims. The following provisions apply, in addition to any terms and conditions included in the Scope of Work.

**OWNER's Right to Reject Subcontractor's.** The OWNER shall retain the right to reject any of the subcontractor's whose qualifications or performance, in the OWNER's judgement are insufficient.

## Article 13

### **MISCELLANEOUS.**

No firearms, alcohol or illegal substances are allowed on any OWNER properties project site. Neither the CONTRACTOR nor any of its employees may possess firearms or alcohol while on the job site. The CONTRACTOR shall be responsible for the conduct of all CONTRACTOR personnel at all times while within the project area.



**Article 14**

**SPECIAL PROVISIONS.**

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In witness whereof, the parties have executed this Agreement under Seal, the day and year first written above.

CONTRACTOR

X  
BY: \_\_\_\_\_  
CONTRACTORS Federal  
Tax ID Number: \_\_\_\_\_

CITY OF PAHOKEE  
"OWNER"

By: \_\_\_\_\_  
Keith W. Babb, Jr., Mayor

ATTESTED:  
By: \_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Gary M. Brandenburg, City Attorney

## EXHIBIT "A"

### Specification of Work

The current infrastructure at Pahoee Marina has Xfinity internet at the Marina Office and there are various wireless radios and cameras installed throughout the property that are not functioning consistently or not functioning at all. We are proposing the following camera locations for this build out with all new IP based cameras and NVRs.

#### Camera Placement and Slight Direction

##### **Marina Office and Tiki Bar** (refer to Image 1)

- A outside camera facing north bathroom 1 entrances
- B inside camera facing entrance of office
- C inside camera opposite angle in office
- D inside camera top right in clubhouse area facing entrance
- E inside camera top left in clubhouse area facing exit to Tiki bar
- F outside camera facing register and back of Tiki bar **Upgrade to 4MP camera as per request**
- G outside camera facing across to restaurant entrance

##### **Restaurant and Pool** (refer to image 1)

- I outside camera facing across water to concrete dock
- J inside camera top right corner facing bar
- K inside camera top left corner facing bar
- L inside camera facing down to register **Upgrade to 4MP camera as per request**
- M ~~inside camera in kitchen facing freezer entrance~~ **Removed as per request**
- N ~~inside camera in kitchen facing entrance~~ **Removed as per request**
- O outside camera facing pool and south bathroom 2 entrance
- P outside camera mounted on wood frame facing back to pool and restaurant entrance

##### **Bathrooms and Roadways** (refer to image 1)

- H outside camera facing parking lot and entrances
- R outside camera facing south roadway camp entrance
- Q outside camera south bathroom 2 facing south pool gate entrance
- U outside camera north bathroom 1 facing bathroom entrance
- V outside camera north bathroom 1 facing marina
- Y outside camera north bathroom 1 facing marina office entrance

##### **Fuel House** (refer to image 2)

- W inside camera top left corner facing entrance **Upgrade to 4MP camera as per request**
- X outside camera facing fuel tank entrance

##### **South Bathrooms 3**

- ~~S outside camera facing bathroom entrance and roadway~~ **Removed as per request**
- ~~Wall mount Cabinet with Lock and Key~~ **Removed as per request**
- 500 UPS Re-allocated to Fuel house monitoring station**

##### **South Bathrooms 4**

- ~~T outside camera facing bathroom entrance and roadway~~ **Removed as per request**
- ~~Wall mount Cabinet with Lock and Key~~ **Removed as per request**
- 500 UPS Re-allocated to Restaurant monitoring station**

##### **Network Integration**

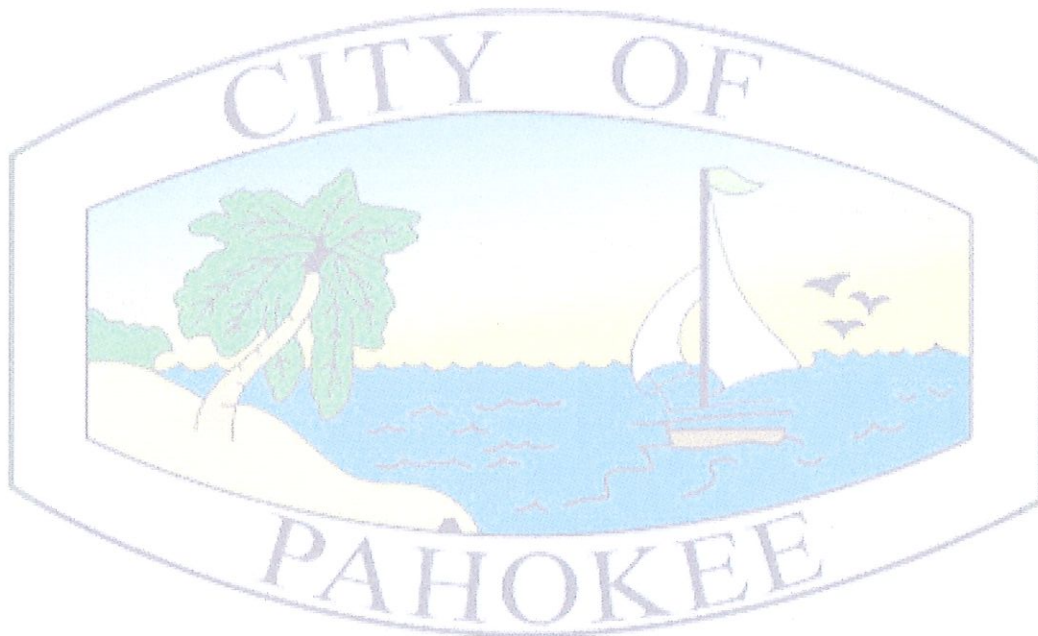
- Four network switches will be installed to interconnect the buildings

EXHIBIT "B"

Schedule of Work

Work shall commence within seven (7) days of the Notice to Proceed and be substantially completed within the forty (40) days of execution of this contract by the City of Pahokee.

Provide a Construction & Project Closeout schedule as it relates to the forty (40) days of project completion.



**RESOLUTION 2018 - 30**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE OLD PAHOKEE HIGH SCHOOL BEAUTIFICAN AGREEMENT BETWEEN A. GENESIS CONSTRCUTION, LLC AND THE CITY OF PAHOKEE.**

**WHEREAS**, this Old Pahokee High School Beautification Agreement is entered into by and between A. GENESIS CONSTRUCTION, LLC and the CITY OF PAHOKEE; and,

**WHEREAS**, the parties desire to enter into this agreement in order to define the expectations of each party with regards to the Project, identify the services to be provided by A. Genesis, LLC, and outline the process to be allowed.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, THAT:**

**Section 1.** The City Commission hereby authorizes and directs the Mayor to execute the attached Old Pahokee High School Beautification Agreement with A. Genesis, LLC.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of May, 2018.

ATTESTED:

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

\_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Murvin

Commissioner Everett

Commissioner Hill

Commissioner Walker

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**CONTRACT AGREEMENT**

JOB NO: Old Pahokee HS Project

ACCOUNT CODE: N/A

**THIS AGREEMENT** is made this 29<sup>th</sup> day of May 2018, by and between CITY OF PAHOKEE (OWNER) and A. Genesis Construction, LLC (CONTRACTOR) to perform the Work identified in Article 2 in accordance with the Project's Contract Documents.

PROJECT: Old Pahokee High School Beautification  
OWNER: CITY OF PAHOKEE  
ARCHITECT: N/A  
CONTRACTOR: A. Genesis Construction, LLC

**Article 1**

**CONTRACT PAYMENT.** The OWNER agrees to pay CONTRACTOR for satisfactory performance of CONTRACTOR's Work the sum of Sixty – five thousand nine hundred Dollars (\$ 65,900.00 ). Progress payments, less retainage of 10%, shall be made to CONTRACTOR for Work satisfactorily performed no later than twenty-five (25) days after receipt of payment request and Release of Lien from CONTRACTOR. Final payment of the balance due shall be made to CONTRACTOR not later than thirty (30) days after receipt by OWNER of final payment request and final Release of Lien for CONTRACTOR's Work. These payments are subject to receipt of such lien waivers, affidavits, warranties, and guarantees required by the Contract Documents or Contractor.

**Article 2**

**SCOPE OF WORK.**

- (a) CONTRACTOR shall furnish necessary labor, materials, services, tools, equipment and other things necessary to fully perform and complete the Work in cooperation with the other trades in a good and workmanlike manner to the satisfaction and acceptance of OWNER and perform all the Work as set forth herein (hereinafter referred to as the "Work").
- (b) No claim shall be made due to minor variations in the actual conditions of the premises from what is shown on the plans. CONTRACTOR shall examine the premises, note and ascertain the existing conditions at the site and the nature and location of the Work. All Work affected or governed thereby or required for the thorough and satisfactory execution and completion of his Work, whether indicated or specified or not, and regardless of quantity estimated, shall constitute part of this Contract and shall be performed without extra charge.

- (c) CONTRACTOR agrees to commence CONTRACTOR's Work herein described upon notification by OWNER, and to perform and complete such Work in accordance with Contract Documents and under the general direction of OWNER in accord with CONTRACTOR'S schedule. This shall include all work necessary or incidental to complete the: See Exhibit "A", Specification of Work, and Exhibit "B", Schedule of Work

### Article 3

#### **SCHEDULE OF WORK.**

- (a) CONTRACTOR hereby acknowledges that time is of the essence with respect to the OWNER's completing the Project and that such completion is substantially dependent upon CONTRACTOR's performance of this Contract on or before the dates set forth in the Progress Schedule. Time, therefore, is of the essence in this Contract.
- (b) CONTRACTOR shall turn the Work over to OWNER in good condition and free and clear of all claims or liens arising from the performance of the Contract, and shall, at his expense, defend all suits and pay all claims arising from his performance of this Contract.
- (c) CONTRACTOR covenants and agrees that he shall not employ any labor which will interfere with labor harmony at the job site or with the introduction and storage of materials and execution of Work by other contractors. If CONTRACTOR breaches this covenant and such breach shall cause a stoppage of Work at the job site, CONTRACTOR shall be liable for all damages suffered by OWNER caused by such delay in completing the job.
- (d) CONTRACTOR shall, prior to submission of his first requisition for payment, supply to OWNER the name, address and telephone number of every supplier or subcontractor furnishing materials and/or labor to CONTRACTOR for the Work covered herein and a cost breakdown of this Contract.
- (e) CONTRACTOR shall comply with all laws, ordinances and regulations relating to the manner of doing the work or to the supplying of the material at the job site, and shall provide safe working conditions for his employees, other employees and the public.
- (f) If any part of CONTRACTOR's work depends for proper execution or results upon the work of any other contractor, CONTRACTOR shall inspect and promptly report to OWNER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of CONTRACTOR'S work.
- (g) Time is of the essence. CONTRACTOR shall provide OWNER with any requested scheduling information of CONTRACTOR's Work. The Schedule of Work, including that of this Contract shall be prepared by OWNER and may be revised as the Work progresses. CONTRACTOR recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation.



CONTRACTOR shall coordinate its work with all other contractors, subcontractors, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

#### Article 4

##### **CHANGES.**

- (a) OWNER may authorize changes to or deductions from the Work, said authorization to be effective and binding only when written (hereinafter referred to as "extra work").
- (b) Whenever extra work is requested by OWNER and the scope and nature of same is reasonably susceptible to lump sum quotation, CONTRACTOR shall provide such quotation within five (5) days of a request for same.
- (c) Any claim for compensation for extra work, whether lump sum or otherwise, must be presented to OWNER within five (5) days of authorization of the extra work. Claims for extra work received thereafter will not be considered. Proper claims for extra work shall be paid in accordance with this Contract Agreement.
- (d) Duly authorized extra work is hereinafter deemed included in the "Work". No dispute as to adjustments in the Contract Amount for extra work shall excuse CONTRACTOR from proceeding with the Work.
- (e) OWNER, without nullifying the Agreement, may direct CONTRACTOR to make changes to CONTRACTOR'S Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a CONTRACTOR'S Change Order pursuant to the Contract Documents.

#### Article 5

##### **FAILURE OF PERFORMANCE.**

- (a) Should CONTRACTOR at any time fail to prosecute and complete the Work in accordance with the Progress Schedule or as herein provided or fail to diligently and continuously perform his Work, or if in the opinion of OWNER the Work of CONTRACTOR cannot be completed in the time period set forth, or if OWNER is notified of CONTRACTOR'S failure to pay for any material or labor used on the Project, or in the event of a strike or stoppage or Work resulting from a dispute involving or affecting the labor employed by CONTRACTOR, or if CONTRACTOR fails to perform any of the requirements herein, then such event shall be deemed a default and OWNER shall notify CONTRACTOR to correct such default and shall specify in such notice the action to be taken and a reasonable date by which the default shall be corrected.
- (b) If a default occurs and is not corrected on or before the date specified in the notice to CONTRACTOR, OWNER shall be entitled to exercise either or both of the following



remedies as well as any other remedies available, including but not limited to binding and consolidated arbitration and litigation in a court of law.

- (1) OWNER may immediately take any action necessary to correct such default, including specifically the right to provide labor, overtime labor and materials and may deduct the cost of correcting such default from payment due, or that may become due to CONTRACTOR.
- (2) OWNER may terminate this Contract and the employment of CONTRACTOR, take possession of CONTRACTOR'S materials, tools and equipment used in performing such Work, and employ another contractor or use the employees of OWNER to finish the remaining Work to be performed hereunder. OWNER may deduct the costs of completing the remaining work from the unpaid contract price, and if the cost of completing the remaining Work exceeds the unpaid Contract amount, CONTRACTOR shall pay to OWNER such excess costs, including but not limited to overhead and attorney's fees.

OWNER, in any such event may also refrain from making any further payments under this Contract to CONTRACTOR until the entire project shall be fully finished and accepted by OWNER, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by OWNER to CONTRACTOR, but if such expenses and damages shall exceed such unpaid balance, CONTRACTOR shall promptly pay the difference to OWNER. If OWNER does not terminate the right of CONTRACTOR to proceed, CONTRACTOR shall continue with the balance of the Work. If OWNER is damaged by reason of any breach by CONTRACTOR of this Contract, the CONTRACTOR shall, subject to any defenses and offsets to which CONTRACTOR may be entitled under this Contract, pay OWNER such damages.

#### Article 6

**INSURANCE.** CONTRACTOR SHALL FURNISH INSURANCE CERTIFICATES LISTING CITY OF PAHOKEE AS CERTIFICATE HOLDER AND ADDITIONAL INSURED.

Prior to commencing work, CONTRACTOR shall procure and maintain in force at CONTRACTORS expense until the completion and final acceptance of the Work, the following insurance from companies satisfactory to OWNER in the indicated amounts. Workers' Compensation Insurance and Employees Liability Insurance, Comprehensive General Liability Insurance (\$1,000,000.00 combined single limit) including premises-operation, independent contractors, products completed, operations hazard with contractual coverage and Comprehensive Automobile Liability Insurance (\$1,000,000.00 combined single limit and \$1,000,000.00 umbrella policy) and shall furnish to OWNER duplicate of original copies of insurance certificates evidencing compliance with the foregoing insurance requirements, naming OWNER as additional insured. All policies shall provide for ten (10) day cancellation or change notice to OWNER in the event of any change in or cancellation of said policies. The indemnification obligations under Section 5a shall not be limited in any way by any limitation on the amount or type of



damages, compensation or benefits payable by or for CONTRACTOR under Workers' Compensation Acts, Disability Benefit Acts or Other Employee Benefits Acts.

#### Article 7

##### **INDEMNIFICATION.**

In consideration of the sum of One Dollar (\$1.00) paid by OWNER to CONTRACTOR, receipt of which is acknowledged for the Indemnification herein, CONTRACTOR shall indemnify and hold harmless OWNER from all damages, losses, or expenses, including attorney(s) fees, whether at trial or on appeal, and all litigation costs, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damages to tangible property, other than the Work itself. This indemnification shall extend to claims resulting from performance of this Contract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of CONTRACTOR or any of its agents, employees, or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by the party to be indemnified. CONTRACTOR agrees to hold CITY OF PAHOKEE harmless in the event of damages or injuries due to any negligence of their part, and that they will pay all legal and defense costs associated with any damage or injury claims.

#### Article 8

##### **WARRANTY.**

CONTRACTOR warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to OWNER for a period of one (1) year from the date of Substantial Completion of the Project.

#### Article 9

##### **GRANT COMPLIANCE.**

CONTRACTOR agrees to comply with all requirements imposed on CONTRACTOR pursuant to the State of Florida DEO Grant to CITY OF PAHOKEE, dated July 1, 2017, Agreement #HL081, a copy of which has been provided to CONTRACTOR, and affirms that CONTRACTOR is fully qualified and meets all of the requirements of the grant agreement to perform the Work thereunder.

**Article 10**

**SPECIAL PROVISIONS.**

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In witness whereof, the parties have executed this Agreement under Seal, the day and year first written above.

CONTRACTOR

X  
BY: \_\_\_\_\_  
CONTRACTORS Federal  
Tax ID Number: \_\_\_\_\_

CITY OF PAHOKEE  
"OWNER"

By: \_\_\_\_\_  
Keith W. Babb, Jr., Mayor

ATTESTED:  
By: \_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Gary M. Brandenburg, City Attorney



EXHIBIT "A"

Specification of Work

JOB AS OUTLINED BELOW:

THE SCOPE OF WORK INCLUDES ALL LABOR, MATERIALS AND EQUIPMENT

- I. GENERAL CONDITIONS
  - A. MOBILIZATION
  - B. Overhead (Insurance and Profit)
  - C. Dumpster fees
- II. Demo and Plywood Installation
  - A. Demo of the Existing Plywood
- III. Painting
  - A.
    - 1. Chemical Treat Mildew areas to be painted
    - 2. Pressure Clean Exterior
    - 3. Scrape and Peel Paint from surfaces to be painted
    - 4. Seal all vertical masonry surfaces to be painted
    - 5. Caulk windows and doorframes as need
    - 8. Patch cracks and holes in the building surface
    - 9. Paint entire structure to include the new installed plywood windows.
- IV. Landscape and Irrigation
  - A. Tree Removal of 2 Banyan Trees and 1 Large Palm
  - B. Irrigation, (Install well system)
  - C. Install new trees and foundation plantings (Shrubs around the base of the building), 20 Sable Palms/ 10 Live Oaks
- V. Concrete Work and Other
  - A. Demo
  - B. Concrete flat Work (boom pump included)

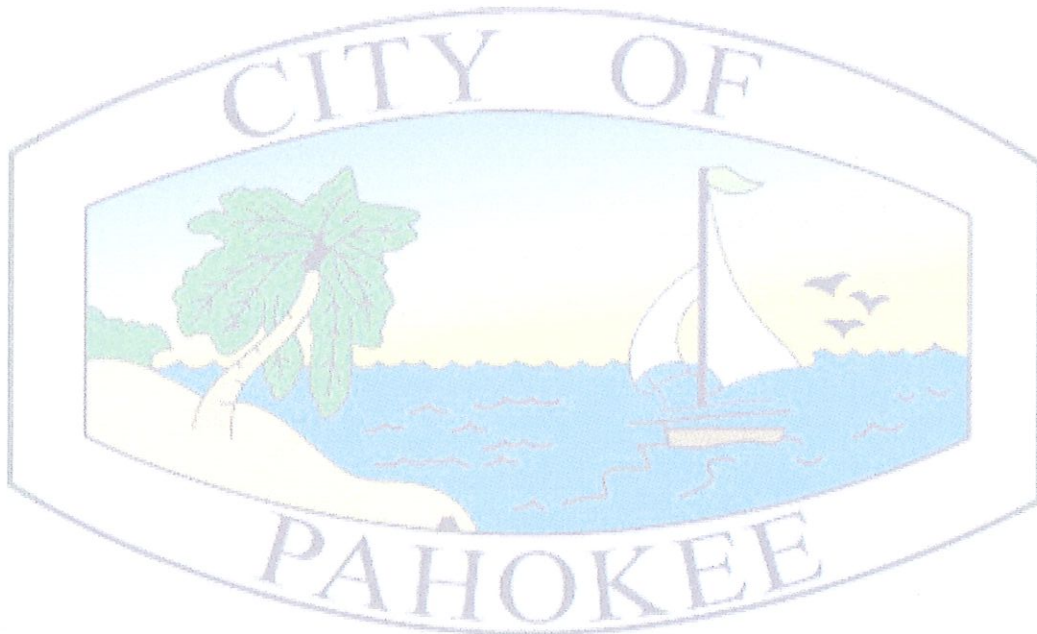
NOTES: \*\*\*Permits not included

EXHIBIT "B"

Schedule of Work

Work shall commence within seven (7) days of the Notice to Proceed and be substantially completed within the ninety (90) days of execution of this contract by the City of Pahokee.

Provide a Construction & Project Closeout schedule as it relates to the ninety (90) days of project completion.



**RESOLUTION 2018 - 31**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE COMMISSIONERS PARK IMPROVEMENT AGREEMENT BETWEEN LYNCH PAVING & CONSTRUCTION, INC. AND THE CITY OF PAHOKEE.**

**WHEREAS**, this Commissioners Park Improvement Agreement is entered into by and between LYNCH PAVING & CONSTRUCTION, INC. and the CITY OF PAHOKEE; and,

**WHEREAS**, the parties desire to enter into this agreement in order to define the expectations of each party with regards to the Project, identify the services to be provided by Lynch Paving & Construction, Inc., and outline the process to be allowed.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, THAT:**

**Section 1.** The City Commission hereby authorizes and directs the Mayor to execute the attached Commissioners Park Improvement Agreement with Lynch Paving & Construction, Inc.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of May, 2018.

ATTESTED:

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

\_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Murvin

Commissioner Everett

Commissioner Hill

Commissioner Walker

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**CONTRACT AGREEMENT**

JOB NO: Commissioners Park Improvements

ACCOUNT CODE: L1705

**THIS AGREEMENT** is made this 29th day of May 2018, by and between CITY OF PAHOKEE (OWNER) and LYNCH PAVING & CONSTRUCTION, INC. (CONTRACTOR) to perform the Work identified in Article 2 in accordance with the Project's Contract Documents.

PROJECT: COMMISSIONERS PARK IMPROVEMENTS  
OWNER: CITY OF PAHOKEE  
ARCHITECT: N/A  
CONTRACTOR: LYNCH PAVING & CONSTRUCTION, INC

**Article 1**

**CONTRACT PAYMENT.** The OWNER agrees to pay CONTRACTOR for satisfactory performance of CONTRACTOR's Work the sum of Five hundred and one thousand, nine hundred and eighty Dollars (\$501,980.00). Progress payments, less retainage of 10 %, shall be made to CONTRACTOR for Work satisfactorily performed no later than thirty (30) days after receipt of payment request and Release of Lien from CONTRACTOR. Final payment of the balance due shall be made to CONTRACTOR not later than thirty (30) days after receipt by OWNER of final payment request and final Release of Lien for CONTRACTOR's Work. These payments are subject to receipt of such lien waivers, affidavits, warranties, and guarantees required by the Contract Documents or Contractor.

**PAYMENT SCHEDULE**

Submit for approval by the OWNER's a printed updated Schedule of Values on AIA for G703 – Application and Certificate for Payment Continuation Sheet. Partial payments may be made after satisfactory completion of each item on the approved Schedule of Values or as a percentage determined by the Project Manager and approved by the OWNER's City Manager and the City Commission.

**Article 2**

**SCOPE OF WORK.**

(a) CONTRACTOR shall furnish necessary labor, materials, services, tools, equipment and other things necessary to fully perform and complete the Work in cooperation with the other trades in a good and workmanlike manner to the satisfaction and acceptance of OWNER and perform all the Work as set forth herein (hereinafter referred to as the "Work").

- (b) No claim shall be made due to minor variations in the actual conditions of the premises from what is shown on the plans. CONTRACTOR shall examine the premises, note and ascertain the existing conditions at the site and the nature and location of the Work. All Work affected or governed thereby or required for the thorough and satisfactory execution and completion of his Work, whether indicated or specified or not, and regardless of quantity estimated, shall constitute part of this Contract and shall be performed without extra charge.
- (c) CONTRACTOR agrees to commence CONTRACTOR's Work herein described upon notification by OWNER, and to perform and complete such Work in accordance with Contract Documents and under the general direction of OWNER in accord with CONTRACTOR'S schedule. This shall include all work necessary or incidental to complete the: See Exhibit "A", Specification of Work, and Exhibit "B", Schedule  
of Work

### Article 3

#### **SCHEDULE OF WORK.**

- (a) CONTRACTOR hereby acknowledges that time is of the essence with respect to the OWNER's completing the Project and that such completion is substantially dependent upon CONTRACTOR's performance of this Contract on or before the dates set forth in the Progress Schedule. Time, therefore, is of the essence in this Contract.
- (b) CONTRACTOR shall turn the Work over to OWNER in good condition and free and clear of all claims or liens arising from the performance of the Contract, and shall, at his expense, defend all suits and pay all claims arising from his performance of this Contract.
- (c) CONTRACTOR covenants and agrees that he shall not employ any labor which will interfere with labor harmony at the job site or with the introduction and storage of materials and execution of Work by other contractors. If CONTRACTOR breaches this covenant and such breach shall cause a stoppage of Work at the job site, CONTRACTOR shall be liable for all damages suffered by OWNER caused by such delay in completing the job.
- (d) CONTRACTOR shall, prior to submission of his first requisition for payment, supply to OWNER the name, address and telephone number of every supplier or subcontractor furnishing materials and/or labor to CONTRACTOR for the Work covered herein and a cost breakdown of this Contract.
- (e) CONTRACTOR shall comply with all laws, ordinances and regulations relating to the manner of doing the work or to the supplying of the material at the job site, and shall provide safe working conditions for his employees, other employees and the public.
- (f) If any part of CONTRACTOR's work depends for proper execution or results upon the work of any other contractor, CONTRACTOR shall inspect and promptly report to OWNER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to inspect and report shall constitute an



acceptance of the other contractor's work as fit and proper for the reception of CONTRACTOR'S work.

- (g) Time is of the essence. CONTRACTOR shall provide OWNER with any requested scheduling information of CONTRACTOR's Work. The Schedule of Work, including that of this Contract shall be prepared by OWNER and may be revised as the Work progresses. CONTRACTOR recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation. CONTRACTOR shall coordinate its work with all other contractors, subcontractors, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

#### Article 4

##### **PERMITTING:**

Construction permits are required, the CONTRACTOR will be responsible obtaining and paying for local OWNER permits. Other required State and Federal permits have been obtained by the OWNER and will be provided to the CONTRACTOR upon request. A copy of all permits shall be posted at the work site location in a weatherproof kiosk per local permitting requirements at all times during the project. The CONTRACTOR is responsible for complying with all permit conditions and any penalties arising from the CONTRACTOR permit violations.

CONTRACTOR shall provide a Maintenance of Traffic (MOT) Plan and Notification Plan to the OWNER as a part of the Permit Application Process.

#### Article 5

##### **CHANGES.**

- (a) OWNER may authorize changes to or deductions from the Work, said authorization to be effective and binding only when written (hereinafter referred to as "extra work").
- (b) Whenever extra work is requested by OWNER and the scope and nature of same is reasonably susceptible to lump sum quotation, CONTRACTOR shall provide such quotation within five (5) days of a request for same.
- (c) Any claim for compensation for extra work, whether lump sum or otherwise, must be presented to OWNER within five (5) days of authorization of the extra work. Claims for extra work received thereafter will not be considered. Proper claims for extra work shall be paid in accordance with this Contract Agreement.
- (d) Duly authorized extra work is hereinafter deemed included in the "Work". No dispute as to adjustments in the Contract Amount for extra work shall excuse CONTRACTOR from proceeding with the Work.



- (e) OWNER, without nullifying the Agreement, may direct CONTRACTOR to make changes to CONTRACTOR'S Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a CONTRACTOR'S Change Order pursuant to the Contract Documents.

## Article 6

### **FAILURE OF PERFORMANCE.**

- (a) Should CONTRACTOR at any time fail to prosecute and complete the Work in accordance with the Progress Schedule or as herein provided or fail to diligently and continuously perform his Work, or if in the opinion of OWNER the Work of CONTRACTOR cannot be completed in the time period set forth, or if OWNER is notified of CONTRACTOR'S failure to pay for any material or labor used on the Project, or in the event of a strike or stoppage or Work resulting from a dispute involving or affecting the labor employed by CONTRACTOR, or if CONTRACTOR fails to perform any of the requirements herein, then such event shall be deemed a default and OWNER shall notify CONTRACTOR to correct such default and shall specify in such notice the action to be taken and a reasonable date by which the default shall be corrected.
- (b) If a default occurs and is not corrected on or before the date specified in the notice to CONTRACTOR, OWNER shall be entitled to exercise either or both of the following remedies as well as any other remedies available, including but not limited to binding and consolidated arbitration and litigation in a court of law.
- (1) OWNER may immediately take any action necessary to correct such default, including specifically the right to provide labor, overtime labor and materials and may deduct the cost of correcting such default from payment due, or that may become due to CONTRACTOR.
  - (2) OWNER may terminate this Contract and the employment of CONTRACTOR, take possession of CONTRACTOR'S materials, tools and equipment used in performing such Work, and employ another contractor or use the employees of OWNER to finish the remaining Work to be performed hereunder. OWNER may deduct the costs of completing the remaining work from the unpaid contract price, and if the cost of completing the remaining Work exceeds the unpaid Contract amount, CONTRACTOR shall pay to OWNER such excess costs, including but not limited to overhead and attorney's fees.

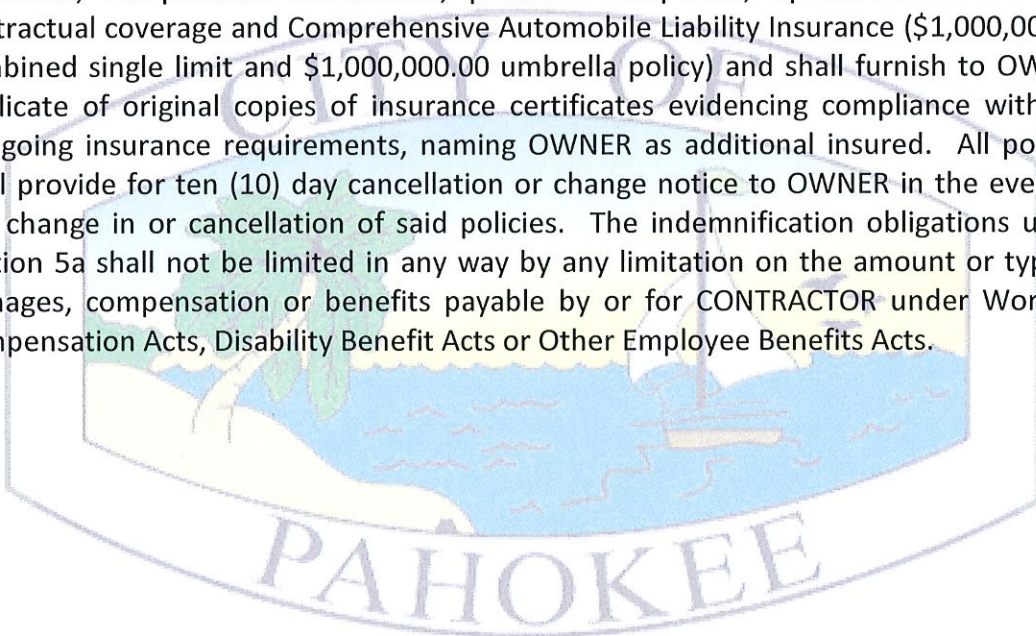
OWNER, in any such event may also refrain from making any further payments under this Contract to CONTRACTOR until the entire project shall be fully finished and accepted by OWNER, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by OWNER to CONTRACTOR, but if such expenses and damages shall exceed such unpaid balance, CONTRACTOR shall promptly pay the difference to OWNER. If OWNER does not terminate the right of CONTRACTOR to proceed, CONTRACTOR shall continue with the balance of the Work. If OWNER is damaged by reason of any breach by CONTRACTOR of this Contract, the

CONTRACTOR shall, subject to any defenses and offsets to which CONTRACTOR may be entitled under this Contract, pay OWNER such damages.

### Article 7

**INSURANCE.** CONTRACTOR SHALL FURNISH INSURANCE CERTIFICATES LISTING CITY OF PAHOKEE AS CERTIFICATE HOLDER AND ADDITIONAL INSURED.

Prior to commencing work, CONTRACTOR shall procure and maintain in force at CONTRACTORS expense until the completion and final acceptance of the Work, the following insurance from companies satisfactory to OWNER in the indicated amounts. Workers' Compensation Insurance and Employees Liability Insurance, Comprehensive General Liability Insurance (\$1,000,000.00 combined single limit) including premises-operation, independent contractors, products completed, operations hazard with contractual coverage and Comprehensive Automobile Liability Insurance (\$1,000,000.00 combined single limit and \$1,000,000.00 umbrella policy) and shall furnish to OWNER duplicate of original copies of insurance certificates evidencing compliance with the foregoing insurance requirements, naming OWNER as additional insured. All policies shall provide for ten (10) day cancellation or change notice to OWNER in the event of any change in or cancellation of said policies. The indemnification obligations under Section 5a shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under Workers' Compensation Acts, Disability Benefit Acts or Other Employee Benefits Acts.





**Article 8**

**INDEMNIFICATION.**

In consideration of the sum of One Dollar (\$1.00) paid by OWNER to CONTRACTOR, receipt of which is acknowledged for the Indemnification herein, CONTRACTOR shall indemnify and hold harmless OWNER from all damages, losses, or expenses, including attorney(s) fees, whether at trial or on appeal, and all litigation costs, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damages to tangible property, other than the Work itself. This indemnification shall extend to claims resulting from performance of this Contract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of CONTRACTOR or any of its agents, employees, or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by the party to be indemnified. CONTRACTOR agrees to hold CITY OF PAHOKEE harmless in the event of damages or injuries due to any negligence of their part, and that they will pay all legal and defense costs associated with any damage or injury claims.

**Article 9**

**WARRANTY.**

CONTRACTOR warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to OWNER for a period of one (1) year from the date of Substantial Completion of the Project.

**Article 10**

**GRANT COMPLIANCE.**

CONTRACTOR agrees to comply with all requirements imposed on CONTRACTOR pursuant to the State of Florida DEO Grant to CITY OF PAHOKEE, dated July 1, 2017, Agreement #HL081, a copy of which has been provided to CONTRACTOR, and affirms that CONTRACTOR is fully qualified and meets all of the requirements of the grant agreement to perform the Work thereunder.



**Article 11**

**SPECIAL PROVISIONS.**

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In witness whereof, the parties have executed this Agreement under Seal, the day and year first written above.

CONTRACTOR

X  
BY: \_\_\_\_\_  
CONTRACTORS Federal  
Tax ID Number: \_\_\_\_\_

CITY OF PAHOKEE  
"OWNER"

By: \_\_\_\_\_  
Keith W. Babb, Jr., Mayor

ATTESTED:  
By: \_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Gary M. Brandenburg, City Attorney

## EXHIBIT "A"

### Specification of Work

- Mobilization of project
- Checklist and certifications
- Renovation of recreational tennis courts to replace existing structure and surface, netting, seating, fencing and lighting
- Construction of additional parking, resurface current parking areas and construct gateway entrance and traffic flow
- Installation of ADA age appropriate playground equipment
- Restoration and repair of storm-damaged recreation shelter to include installation of shelter attachment to increase seating capacity and renovation of attached restrooms
- Replacement of antiquated water park elements
- Installation of LED safety and security lighting
- As-builds
- De-mobilization

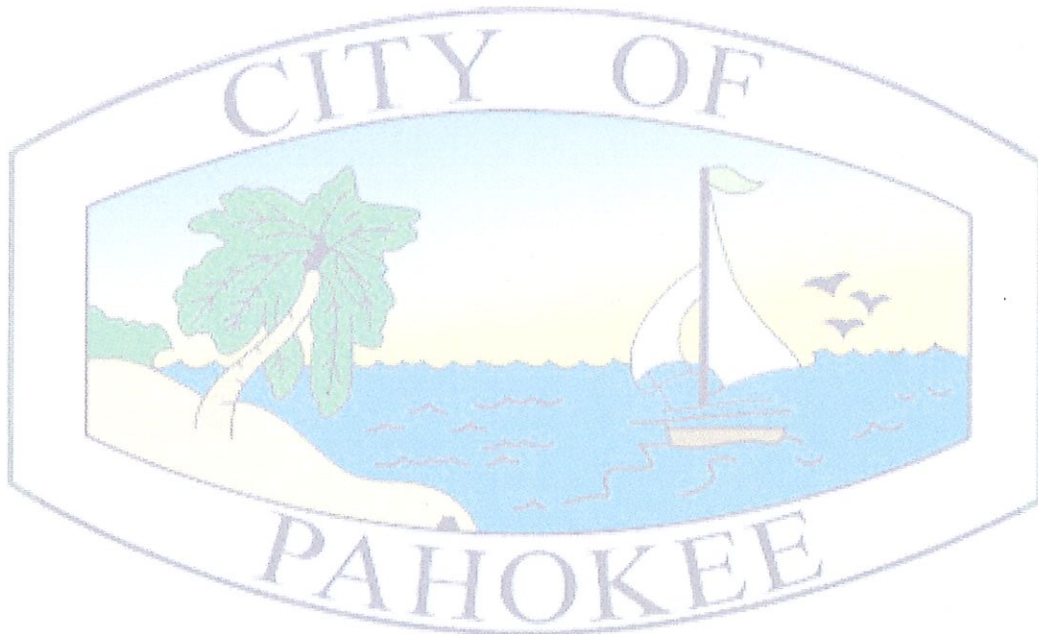
All work will be performed per the City's code of standards, and plan. A city and county inspection will follow before entrance to the identified areas.

EXHIBIT "B"

Schedule of Work

Work shall commence within seven (7) days of the Notice to Proceed and be substantially completed within the one hundred and twenty (120) days of execution of this contract by the City of Pahokee.

Provide a Construction & Project Closeout schedule as it relates to the one hundred twenty (120) days of project completion.





**RESOLUTION 2018 - 32**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CAMPGROUND & MARINA PETROLEUM FUELING PUMPS AGREEMENT BETWEEN PETROLEUM MARINE CONSTRUCTION, LLC AND THE CITY OF PAHOKEE.**

**WHEREAS**, this Campground & Marina Petroleum Fueling Pumps Agreement is entered into by and between PETROLEUM MARINE CONSTRUCTION, LLC and the CITY OF PAHOKEE; and,

**WHEREAS**, the parties desire to enter into this agreement in order to define the expectations of each party with regards to the Project, identify the services to be provided by Petroleum Marine Construction, LLC, and outline the process to be allowed.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, THAT:**

**Section 1.** The City Commission hereby authorizes and directs the Mayor to execute the attached Campground & Marina Petroleum Fueling Pumps Agreement with Petroleum Marine Construction, LLC.

**PASSED AND ADOPTED this 29<sup>th</sup> day of May, 2018.**

ATTESTED:

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

\_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Murvin

Commissioner Everett

Commissioner Hill

Commissioner Walker

**CONTRACT AGREEMENT**

JOB NO: PETROLEUM FUELING PUMPS

ACCOUNT CODE: HL081-05

**THIS AGREEMENT** is made this 29<sup>th</sup> day of May 2018, by and between CITY OF PAHOKEE (OWNER) and PETROLEUM MARINE CONSTRUCTION, LLC (CONTRACTOR) to perform the Work identified in Article 2 in accordance with the Project's Contract Documents.

PROJECT: CAMPGROUND & MARINA RENOVATION/PROJECT  
OWNER: CITY OF PAHOKEE  
ARCHITECT: N/A  
CONTRACTOR: Petroleum Marine Construction, LLC

**Article 1**

**CONTRACT PAYMENT.** The OWNER agrees to pay CONTRACTOR for satisfactory performance of CONTRACTOR's Work the sum of Fifty-four thousand eight hundred and sixty Dollars (\$ 54,860.00). A 10% percent down payment in the amount of five thousand four hundred eighty-six Dollars (\$5,486) will be made to the CONTRACTOR at the time of issuance of the Notice to Proceed. Progress payments shall be made to CONTRACTOR for Work satisfactorily performed no later than thirty (30) days after receipt of payment request and Release of Lien from CONTRACTOR. The down payment shall be credited against progress payments pro rata. Final payment of the balance due shall be made to CONTRACTOR not later than thirty (30) days after receipt by OWNER of final payment request and final Release of Lien for CONTRACTOR's Work and OWNER's acceptance of the Work. These payments are subject to receipt of such lien waivers, affidavits, warranties, and guarantees required by the Contract Documents or Contractor.

**Article 2**

**SCOPE OF WORK.**

- (a) CONTRACTOR shall furnish necessary labor, materials, services, tools, equipment and other things necessary to fully perform and complete the Work in cooperation with the other trades in a good and workmanlike manner to the satisfaction and acceptance of OWNER and perform all the Work as set forth herein (hereinafter referred to as the "Work").
- (b) No claim shall be made due to minor variations in the actual conditions of the premises from what is shown on the plans. CONTRACTOR shall examine the premises, note and ascertain the existing conditions at the site and the nature and location of the Work. All Work affected or governed thereby or required for the

thorough and satisfactory execution and completion of his Work, whether indicated or specified or not, and regardless of quantity estimated, shall constitute part of this Contract and shall be performed without extra charge.

- (c) CONTRACTOR agrees to commence CONTRACTOR's Work herein described upon notification by OWNER, and to perform and complete such Work in accordance with Contract Documents and under the general direction of OWNER in accord with CONTRACTOR'S schedule. This shall include all work necessary or incidental to complete the: See Exhibit "A", Specification of Work, and Exhibit "B", Schedule of Work

### **Article 3**

#### **SCHEDULE OF WORK.**

- (a) CONTRACTOR hereby acknowledges that time is of the essence with respect to the OWNER's completing the Project and that such completion is substantially dependent upon CONTRACTOR's performance of this Contract on or before the dates set forth in the Progress Schedule. Time, therefore, is of the essence in this Contract.
- (b) CONTRACTOR shall turn the Work over to OWNER in good condition and free and clear of all claims or liens arising from the performance of the Contract, and shall, at his expense, defend all suits and pay all claims arising from his performance of this Contract.
- (c) CONTRACTOR covenants and agrees that he shall not employ any labor which will interfere with labor harmony at the job site or with the introduction and storage of materials and execution of Work by other contractors. If CONTRACTOR breaches this covenant and such breach shall cause a stoppage of Work at the job site, CONTRACTOR shall be liable for all damages suffered by OWNER caused by such delay in completing the job.
- (d) CONTRACTOR shall, prior to submission of his first requisition for payment, supply to OWNER the name, address and telephone number of every supplier or subcontractor furnishing materials and/or labor to CONTRACTOR for the Work covered herein and a cost breakdown of this Contract.
- (e) CONTRACTOR shall comply with all laws, ordinances and regulations relating to the manner of doing the work or to the supplying of the material at the job site, and shall provide safe working conditions for his employees, other employees and the public.
- (f) If any part of CONTRACTOR's work depends for proper execution or results upon the work of any other contractor, CONTRACTOR shall inspect and promptly report to OWNER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of CONTRACTOR'S work.
- (g) Time is of the essence. CONTRACTOR shall provide OWNER with any requested scheduling information of CONTRACTOR's Work. The Schedule of Work, including



that of this Contract shall be prepared by OWNER and may be revised as the Work progresses. CONTRACTOR recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation. CONTRACTOR shall coordinate its work with all other contractors, subcontractors, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

#### **Article 4**

##### **CHANGES.**

- (a) OWNER may authorize changes to or deductions from the Work, said authorization to be effective and binding only when written (hereinafter referred to as "extra work").
- (b) Whenever extra work is requested by OWNER and the scope and nature of same is reasonably susceptible to lump sum quotation, CONTRACTOR shall provide such quotation within five (5) days of a request for same.
- (c) Any claim for compensation for extra work, whether lump sum or otherwise, must be presented to OWNER within five (5) days of authorization of the extra work. Claims for extra work received thereafter will not be considered. Proper claims for extra work shall be paid in accordance with this Contract Agreement.
- (d) Duly authorized extra work is hereinafter deemed included in the "Work". No dispute as to adjustments in the Contract Amount for extra work shall excuse CONTRACTOR from proceeding with the Work.
- (e) OWNER, without nullifying the Agreement, may direct CONTRACTOR to make changes to CONTRACTOR'S Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a CONTRACTOR'S Change Order pursuant to the Contract Documents.

#### **Article 5**

##### **FAILURE OF PERFORMANCE.**

- (a) Should CONTRACTOR at any time fail to prosecute and complete the Work in accordance with the Progress Schedule or as herein provided or fail to diligently and continuously perform his Work, or if in the opinion of OWNER the Work of CONTRACTOR cannot be completed in the time period set forth, or if OWNER is notified of CONTRACTOR'S failure to pay for any material or labor used on the Project, or in the event of a strike or stoppage or Work resulting from a dispute involving or affecting the labor employed by CONTRACTOR, or if CONTRACTOR fails to perform any of the requirements herein, then such event shall be deemed a default and OWNER shall notify CONTRACTOR to correct such default and shall specify in such notice the action to be taken and a reasonable date by which the default shall be corrected.



(b) If a default occurs and is not corrected on or before the date specified in the notice to CONTRACTOR, OWNER shall be entitled to exercise either or both of the following remedies as well as any other remedies available, including but not limited to binding and consolidated arbitration and litigation in a court of law.

(1) OWNER may immediately take any action necessary to correct such default, including specifically the right to provide labor, overtime labor and materials and may deduct the cost of correcting such default from payment due, or that may become due to CONTRACTOR.

(2) OWNER may terminate this Contract and the employment of CONTRACTOR, take possession of CONTRACTOR'S materials, tools and equipment used in performing such Work, and employ another contractor or use the employees of OWNER to finish the remaining Work to be performed hereunder. OWNER may deduct the costs of completing the remaining work from the unpaid contract price, and if the cost of completing the remaining Work exceeds the unpaid Contract amount, CONTRACTOR shall pay to OWNER such excess costs, including but not limited to overhead and attorney's fees.

OWNER, in any such event may also refrain from making any further payments under this Contract to CONTRACTOR until the entire project shall be fully finished and accepted by OWNER, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by OWNER to CONTRACTOR, but if such expenses and damages shall exceed such unpaid balance, CONTRACTOR shall promptly pay the difference to OWNER. If OWNER does not terminate the right of CONTRACTOR to proceed, CONTRACTOR shall continue with the balance of the Work. If OWNER is damaged by reason of any breach by CONTRACTOR of this Contract, the CONTRACTOR shall, subject to any defenses and offsets to which CONTRACTOR may be entitled under this Contract, pay OWNER such damages.

#### Article 6

**INSURANCE.** CONTRACTOR SHALL FURNISH INSURANCE CERTIFICATES LISTING CITY OF PAHOKEE AS CERTIFICATE HOLDER AND ADDITIONAL INSURED.

Prior to commencing work, CONTRACTOR shall procure and maintain in force at CONTRACTOR'S expense until the completion and final acceptance of the Work, the following insurance from companies satisfactory to OWNER in the indicated amounts. Workers' Compensation Insurance and Employees Liability Insurance, Comprehensive General Liability Insurance (\$1,000,000.00 combined single limit) including premises-operation, independent contractors, products completed, operations hazard with contractual coverage and Comprehensive Automobile Liability Insurance (\$1,000,000.00 combined single limit and \$1,000,000.00 umbrella policy) and shall furnish to OWNER duplicate of original copies of insurance certificates evidencing compliance with the foregoing insurance requirements, naming OWNER as additional insured. All policies shall provide for ten (10) day cancellation or change notice to OWNER in the event of any change in or cancellation of said policies. The indemnification obligations under

Section 5a shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under Workers' Compensation Acts, Disability Benefit Acts or Other Employee Benefits Acts.

#### Article 7

##### **INDEMNIFICATION.**

In consideration of the sum of One Dollar (\$1.00) paid by OWNER to CONTRACTOR, receipt of which is acknowledged for the Indemnification herein, CONTRACTOR shall indemnify and hold harmless OWNER from all damages, losses, or expenses, including attorney(s) fees, whether at trial or on appeal, and all litigation costs, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damages to tangible property, other than the Work itself. This indemnification shall extend to claims resulting from performance of this Contract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of CONTRACTOR or any of its agents, employees, or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by the party to be indemnified. CONTRACTOR agrees to hold CITY OF PAHOKEE harmless in the event of damages or injuries due to any negligence of their part, and that they will pay all legal and defense costs associated with any damage or injury claims.

#### Article 8

##### **WARRANTY.**

CONTRACTOR warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to OWNER for a period of one (1) year from the date of Substantial Completion of the Project.

#### Article 9

##### **GRANT COMPLIANCE.**

CONTRACTOR agrees to comply with all requirements imposed on CONTRACTOR pursuant to the State of Florida DEO Grant to CITY OF PAHOKEE, dated July 1, 2017, Agreement #HL081, a copy of which has been provided to CONTRACTOR, and affirms that CONTRACTOR is fully qualified and meets all of the requirements of the grant agreement to perform the Work thereunder.



**Article 10**

**SPECIAL PROVISIONS.**

Any additional equipment required for a working compliant system will be invoiced at : cost + 15%.

Additional labor for crew required beyond the installation of the above listed equipment will be billed at: \$1350.00 per day.

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In witness whereof, the parties have executed this Agreement under Seal, the day and year first written above.

\_\_\_\_\_  
CONTRACTOR

CITY OF PAHOKEE

"OWNER"

X \_\_\_\_\_  
BY:  
CONTRACTORS Federal  
Tax ID Number: \_\_\_\_\_

By: \_\_\_\_\_  
Keith W. Babb, Jr., Mayor

ATTESTED:

By: \_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Gary M. Brandenburg, City Attorney

## EXHIBIT "A"

### Specification of Work

To include providing a functionally complete project. PMC, LLC is required to provide all the work in the Limited capacity as stated, materials and labor to produce the intended result.

Repair of the existing marina fueling system so it may provide a safe, compliant, and economical system for storing and dispensing fuel to watercraft and vessels within the Pahoee Marina.

*All petroleum equipment components will be new.*

\*All local codes and standards will take precedent in the design and application of the storage system rehabilitation.

Estimated Required Components for a Fuel Facility:

1. Provide a 3" party certified line test for gasoline and diesel fuel lines
2. Provide hydrostatic testing of all secondary containment sumps including existing UDC's (under dispenser containment)

Limited Supply and Installation of the following:

- **Reuse of existing Pump Measure Control Superflow dispensers**
  1. Supply and installation of Display Boards
  2. Supply and installation of New Panels
  3. Supply and installation of Mother Boards
  4. Supply and installation of Relay Boards
  5. As required for an operation system
- Two (2) 100 ft x 1" Green fuel hoses
- Two (2) 100 ft x 1" Blue gasoline marina hoses
- Four (4) M carder 1" Straight swivel
- Two (2) OPW 1" Diesel nozzle with Green Handle (no hold open clip)
- Two (2) OPW ¾" gasoline nozzle with Blue Handle (no hold open clip)
- One (1) Diesel Mechanical Leak detector
- One (1) Gasoline Mechanical Leak detector
- One (1) Veeder Root Compliance Monitor system TLS-350 Complete with the following:
  1. Diesel and Gasoline Mag Plus Probes
  2. Diesel and Gasoline Float Kits
  3. Cap and adaptor Kits
  4. Interstice sensor

5. Single Float Sensors for AST Sump
6. Single Float Sensor New Transition Sump

Provide the following for client and AHJ requirements:

- Full Fuel System Line Test
- Startup, purge, and calibration
- Labeling
- Site Cleanup
- Staff training
- Fuel system as-builds
- Equipment warranty documentation

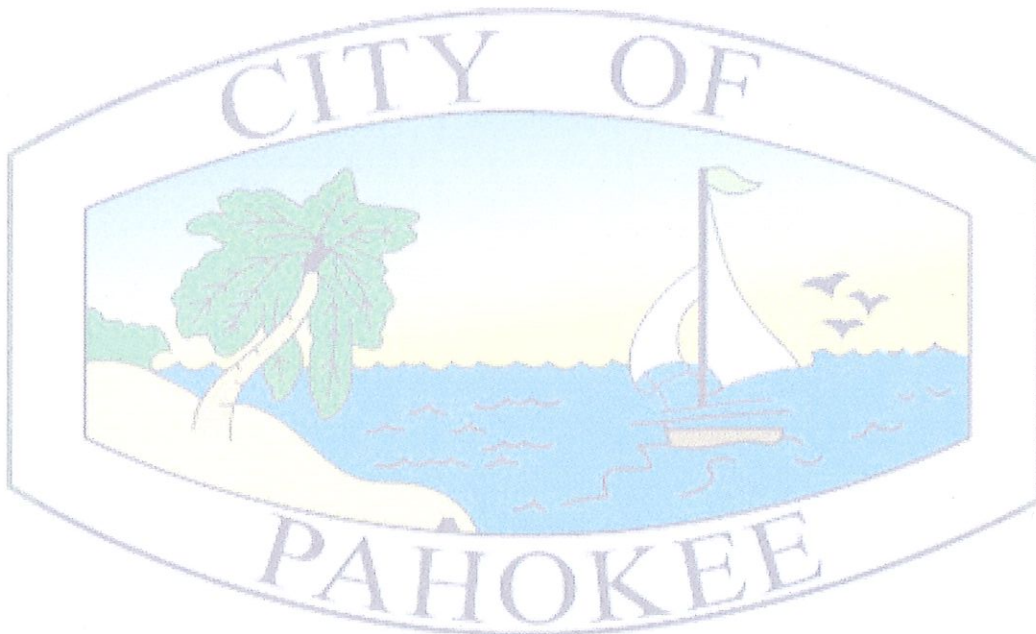




EXHIBIT "B"

Schedule of Work

Work shall commence within seven (7) days of the Notice to Proceed and be substantially completed within the thirty-two (32) days of execution of this contract by the City of Pahokee.

Provide a Construction & Project Closeout schedule as it relates to the thirty-two (32) days of project completion.

