



CITY COMMISSION OF THE CITY OF PAHOKEE

## **WORKSHOP**

Tuesday, October 23, 2018 6:00 p.m.

360 East Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held to discuss the October 23, 2018 Agenda.

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN



**AGENDA**  
**CITY COMMISSION OF THE CITY OF PAHOKEE**  
REGULAR COMMISSION MEETING  
TUESDAY, OCTOBER 23, 2018 6:30 P.M.

- A. INVOCATION & PLEDGE OF ALLEGIANCE
- B. ROLL CALL:
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:
- D. CITIZEN COMMENTS (AGENDA ITEMS ONLY):
- E. PUBLIC SERVICE ANNOUNCEMENTS (FILL OUT PUBLIC COMMENT CARD):
- F. APPROVAL OF MINUTES:
  - 1. **September 11, 2018 – Regularly Scheduled Commission Meeting Minutes**
- G. CONSENT AGENDA:
- H. ORDINANCE:
- I. RESOLUTIONS:
  - 1. **RESOLUTION 2018 – 62 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CAMPGROUND AND MARINA RESTAURANT TIKI BAR RENOVATION AND REPAIR CONTRACT AGREEMENT BETWEEN THE CITY OF PAHOKEE AND PRIDE & QUALITY CONSTRUCTION, INC.**
- J. PUBLIC HEARINGS:
- K. PROCLAMATIONS (approval):
- L. PRESENTATIONS:
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:
- P. OLD BUSINESS:
- Q. NEW BUSINESS:
- R. CITIZEN COMMENTS/GENERAL CONCERNS:
- S. CORRESPONDENCE/COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
- T. ADJOURN:

NOTICE

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**SUBJECT TO CHANGE**





**CITY COMMISSION OF THE CITY OF PAHOKEE  
REGULARLY SCHEDULED COMMISSION MEETING MINUTES  
Tuesday, September 11, 2018**

Pursuant to due notice, the Regularly Scheduled Commission Meeting was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on September 11, 2018.

The meeting was called to order by Mayor Babb at 6:33 p.m.

Official attendance was recorded as follows:

<b><u>Roll Call:</u></b>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present
	Commissioner Felisia C. Hill	Present
	Vice Mayor Clara M. Murvin	Present
	Commissioner Diane L. Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Lieutenant Picciolo	Present
	Interim City Clerk Nylene Clarke	Present

**Additions, Deletions, and Approval of Agenda Items:**

Mr. Williamson added Resolution 2018-52 and Resolution 2018-53 to the agenda.

**Approval of Agenda with additions.**

**Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.**

**Motion carried unanimously.**

**Citizen Comments (Agenda Items Only):**

1. Mrs. Debra Jones introduced herself and her husband, Edward Jones. She expressed her concern regarding Ordinance 2018-04.
2. Ms. Patricia Wilson expressed her concern regarding the Marina and Ordinance 2018-04.

**Public Service Announcements:**

1. Reverend Margaret Smart extended an invitation for all to attend First United Methodist Church's 100<sup>th</sup> Anniversary Service and Dinner on September 30, 2018, at 11:00 a.m.

Commissioner Walker requested that a proclamation be presented to First United Methodist Church for their 100<sup>th</sup> Anniversary.

**Approval of Proclamation for First United Methodist Church's 100<sup>th</sup> Anniversary.**

**Motion by Commissioner Walker. Seconded by Commissioner Hill.**

**Motion carried unanimously.**

**Approval of Minutes:**

1. August 14, 2018 Regularly Scheduled Commission Meeting Minutes

**Approval of August 14, 2018 Regularly Scheduled Commission Meeting Minutes.**

**Motion by Vice Mayor Murvin. Seconded by Commissioner Hill.**

**Motion carried unanimously.**

Consent Agenda: (none)

Ordinances: (none)

Resolutions:

1. RESOLUTION 2018 – 48 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE THIRTEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA.

*Mr. Brandenburg read Resolution 2018 -48 into the record.*

Approval of Resolution 2018 - 48.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

2. RESOLUTION 2018 – 49 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, HONORING FIFTY YEARS OF MUNICIPAL HOME RULE IN THE FLORIDA CONSTITUTION AND COMMITTING TO AN EDUCATIONAL INITIATIVE TO HELP FLORIDIANS UNDERSTAND THIS BENEFICIAL RIGHT.

*Mr. Brandenburg read Resolution 2018 -49 into the record and explained the purpose of the resolution.*

Approval of Resolution 2018 - 49.

Motion by Vice Mayor Murvin. Seconded by Commissioner Hill.

Motion carried unanimously.

3. RESOLUTION 2018 – 52 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CAMPGROUND AND MARINA RESTAURANT HVAC (HEATING, VENTILATION, AND AIR CONDITIONING) INSTALLATION CONTRACT AGREEMENT BETWEEN THE CITY OF PAHOKEE AND COOLING REFRIGERATION SERVICES, INC.

*Mr. Brandenburg read Resolution 2018 - 52 into the record and explained the purpose of the resolution.*

Approval of Resolution 2018 - 52.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

4. RESOLUTION 2018 – 53 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CAMPGROUND AND MARINA RESTAURANT WOOD DECK WITH HANDRAILS INSTALLATION CONTRACT AGREEMENT BETWEEN THE CITY OF PAHOKEE AND SLAYTON CONSTRUCTION CORPORATION.

*Mr. Brandenburg read Resolution 2018 - 53 into the record and explained the purpose of the resolution.*

Approval of Resolution 2018 - 53.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

Proclamations:

1. Ratification of Proclamation – Azlene Murvin – 90<sup>th</sup> Birthday Recognition

Mayor Babb advised that the proclamation was previously given to Mrs. Azlene Murvin, but it will be officially read into the record.

Mr. Brandenburg read the proclamation into the record.

Mayor Babb and Vice Mayor Murvin congratulated Mrs. Azlene Murvin on her 90<sup>th</sup> Birthday.

**Presentations:**

**1. Lawn of the Month (August 2018) – Nora Gonzalez Lara**

Mayor Babb allowed Commissioner Everett to present the Lawn of the Month Certificate to Ms. Nora Gonzalez Lara and Commissioner Hill to present the check.

**2. Tri-Cities Education Committee**

As a point of special privilege, the Tri-Cities Education Committee was allowed to introduce their committee members, the District 6 Palm Beach County School Board Member, the Glades Region Superintendent, and respective staff.

**Report of the Mayor:**

Mayor Babb highlighted the events that occurred on September 11, 2001, in remembrance of that day, and offered a moment of silence for those who were killed or affected by the event. He proposed that the City of Pahokee be designated as a Purple Heart City.

**Approval of Designation of the City of Pahokee as a Purple Heart City and to present a proclamation. Motion by Vice Mayor Murvin. Seconded by Commissioner Everett. Motion carried unanimously.**

Mayor Babb thanked the City Manager and staff for the various renovations in the City of Pahokee, and requested that signage be erected at Commissioner's Park. Mayor Babb extended an invitation for all to attend the City of Pahokee's Remembrance of the Storm of 1928 Ceremony, on Friday, September 14, 2018.

**Report of the City Manager:**

Mr. Williamson provided updates on the following items: Marina renovations, Commissioner's Park, Gymnasium, and Glades Citizen's Villas. He thanked the Commission and the Finance Director for the Fiscal Year 2018/2019 Budget. Mr. Williamson thanked staff of the City of Pahokee and stated that the City of Pahokee has a great staff. He advised that the staff need to be respected and that any complaints regarding staff are to be brought to him.

Commissioner Everett commended the City Manager for his statement.

**Report of the City Attorney:**

- 1. ORDINANCE 2018 - 04 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, PROHIBITING THE PARKING OF CERTAIN VEHICLES IN RESIDENTIAL ZONING DISTRICTS, INCLUDING THE CORE DISTRICT; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND EFFECTIVE DATE.**

Mr. Brandenburg advised that the first reading of Ordinance 2018-04 was at the last meeting, and that the ordinance was presented as a draft, so that the Commission may provide suggestions on the verbiage. He stated that the goal of the ordinance is to prevent the parking of large diesel trucks on the streets and properties in the Residential and CORE area of the City. Mr. Brandenburg provided the Commission with

the option to modify the current version of the ordinance and go forward with it at the next meeting as a final public hearing or to not go forward with it at all.

Mr. Williamson advised he provided the City Attorney with additional revisions, but he would support the City Attorney in continuing to look a draft, until they get to a second reading.

- Discussion ensued. It was determined that there will be a meeting with the residents who will be affected by Ordinance 2018-04, and the date of the meeting will be forthcoming.

Mr. Brandenburg provided an update on the foreclosure of the former Biomass property, and recommended that the City consider accepting the property owner's settlement offer, in lieu of proceeding with the foreclosure. He also provided an update on the following: Technomarine Construction Inc's lawsuit, Emilio Perez's lawsuit, and Sara Perez's lawsuit.

**Old Business** *(none)*

**New Business:** *(none)*

**Citizens Comments:** *(none)*

**Correspondence/Comments and Concerns of the City Commissioners**

**Commissioner Hill** thanked the residents for their patience and commended the City Manager for a job well done with the Marina and the community. She provided words of encouragement for the various city departments.

**Commissioner Walker** bid all a good night.

**Commissioner Everett** commended the City Manager and city staff for their efforts. He expressed his concern with some of the social media posts and comments made regarding city staff, as well as reminded all to be cognizant of certain terminology. Commissioner Everett provided information from his attendance at the 2018 Florida League of Cities (FLC) Annual Conference. He advised that the Commission need to thoroughly review the agreements to ensure that they are not only in the best interest of the investor(s), but in the best interest of the City as well.

Commissioner Hill inquired about the activity between the vendors on Rardin Avenue and Palm Beach County Sheriff's Office (PBSO).

Lieutenant Picciolo advised that events are unsanctioned events and provided statistical data regarding the activities that occur on Rardin Avenue.

- Discussion ensued. The Commission decided that a Safety Committee will be formed.

**Vice Mayor Murvin** announced that Mark Holmes and Angela Mitchell will be hosting a community giveaway on September 29, 2018. She also announced that First United Methodist Church will have a "Let's Talk" forum on September 17, 2018, from 5:30 p.m. to 8:00 p.m.

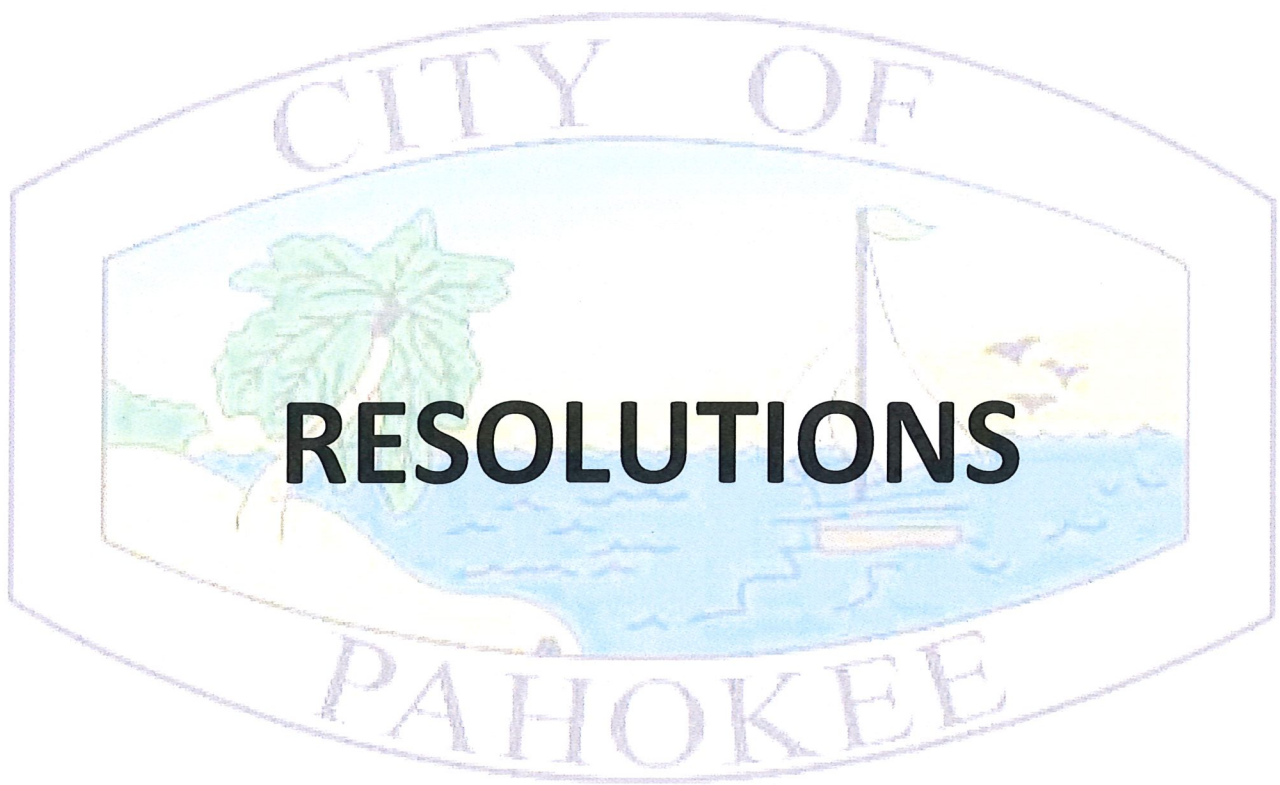
There being no further business to discuss, Mayor Babb adjourned the meeting at 8:49 p.m.

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Keith W. Babb, Jr., Mayor

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ATTEST: Nylene Clarke, Interim City Clerk



# **RESOLUTIONS**



**RESOLUTION 2018 - 62**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CAMPGROUND AND MARINA RESTAURANT TIKI BAR RENOVATION AND REPAIR CONTRACT AGREEMENT BETWEEN THE CITY OF PAHOKEE AND PRIDE & QUALITY CONSTRUCTION, INC.**

**WHEREAS**, this Campground and Marina Restaurant Tiki Bar Renovation and Repair Contract Agreement is made by and between the City of Pahokee and Pride & Quality Construction, Inc.; and

**WHEREAS**, the parties desire to enter into this contract agreement in order to define the expectations of each party with regards to the Project, identify the services to be provided by Pride & Quality 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 attached contract agreement is hereby approved.

**Section 2.** The Mayor is hereby authorized and directed to sign the contract agreement on behalf of the City of Pahokee.

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of October, 2018.

ATTESTED:

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

\_\_\_\_\_  
Nylene Clarke, Interim City Clerk

APPROVED AS TO LEGAL  
SUFFICIENCY:

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

Mayor Babb

Vice Mayor Murvin

Commissioner Everett

Commissioner Hill

Commissioner Walker

\_\_\_\_\_  
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**CONTRACT AGREEMENT**

JOB NO: Marina Restaurant Tiki Bar Repair

ACCOUNT CODE: Surtax 02

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between CITY OF PAHOKEE (OWNER) and **Pride & Quality Construction, Inc.** (CONTRACTOR) to perform the Work identified in Article 2 in accordance with the Project's Contract Documents.

PROJECT: CITY of PAHOKEE MARINA RESTAURANT RENOVATION  
OWNER: CITY OF PAHOKEE  
ARCHITECT: N/A  
CONTRACTOR: Pride & Quality Construction, Inc.

**Article 1**

**CONTRACT PAYMENT.** The OWNER agrees to pay CONTRACTOR for satisfactory performance of CONTRACTOR's Work the sum of **Twenty thousand two hundred dollars (\$20,200.00)**. A 33% percent down payment in the amount of **six thousand six hundred and sixty-six Dollars (\$6,666.00)** will be made to the CONTRACTOR.

**PAYMENT SCHEDULE**

Submit for approval by the OWNER, 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 City Commission.

**PROMPT PAYMENT CLAUSE**

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

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

### **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

### **PERMITTING:**

Construction permits are required, the CONTRACTOR will be responsible for 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 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 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.**

N/A.

Article 11

**SPECIAL PROVISIONS.**

- This contract only includes Plumbing services for the installation of the freestanding sinks currently on site.
- Material costs are based on standard costs per contractor pricing.
- Delivery and installation of Quartz counter top may take up to **two (2)** weeks from the date the order is placed
- Installation and completion will occur within forty-five (45) days of the Notice to Proceed.

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

*[Signature]*  
CONTRACTOR

*Pride & Quality Construction*

X *CGC 1514848*

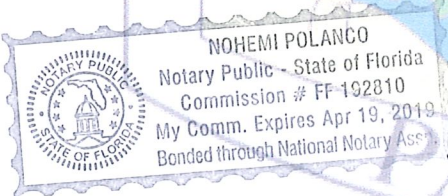
BY: *Delroy Williams*

CONTRACTORS Federal  
Tax ID Number: *26-1218159*

CITY OF PAHOKEE  
"OWNER"

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

ATTESTED:  
By: \_\_\_\_\_  
Nylene Clarke, Interim City Clerk



APPROVED AS TO LEGAL SUFFICIENCY:

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

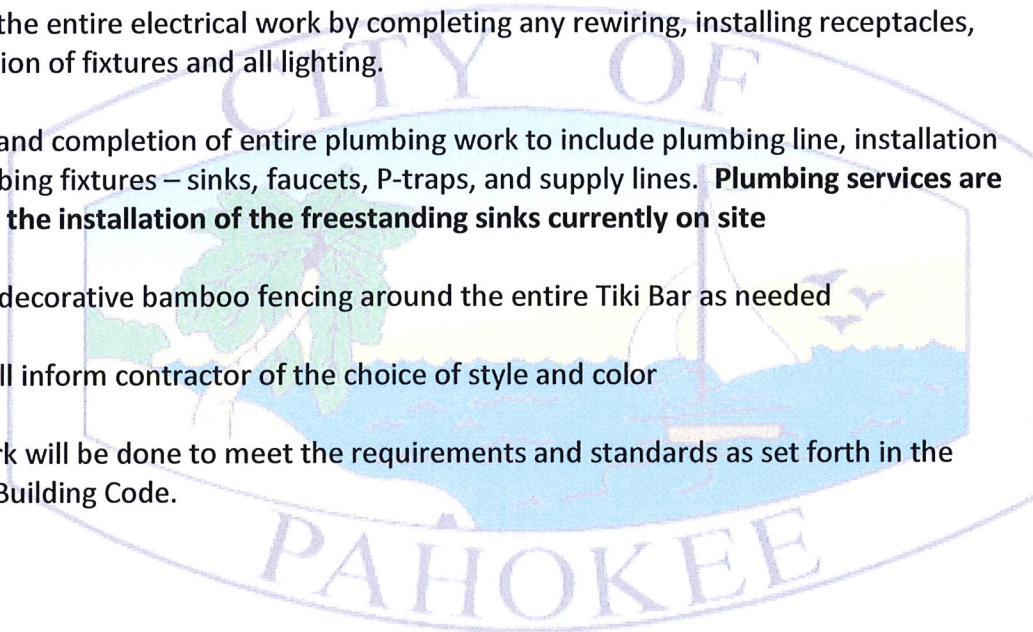
*Before me on this 22nd day of October, 2018, appeared Delroy Williams who is known by me.*

*Nohemi Polanco  
Notary*

EXHIBIT "A"  
Specification of Work

City of Pahokee Marina Restaurant Tiki Bar Renovation & Repair Includes:

- \*Furnishing of all materials needed to perform the labor necessary for the completed build-out of the Marina Restaurant Tiki Bar.
- \*Finish framing of the entire counter top of the Tiki Bar, and install of the Quartz counter top (as needed) to accommodate the sinks, and other apparatus needed for completion of the Tiki Bar
- \*Finish the entire electrical work by completing any rewiring, installing receptacles, installation of fixtures and all lighting.
- \*Finish and completion of entire plumbing work to include plumbing line, installation of plumbing fixtures – sinks, faucets, P-traps, and supply lines. **Plumbing services are only for the installation of the freestanding sinks currently on site**
- \*Install decorative bamboo fencing around the entire Tiki Bar as needed
- \*City will inform contractor of the choice of style and color
- \*All work will be done to meet the requirements and standards as set forth in the Florida Building Code.

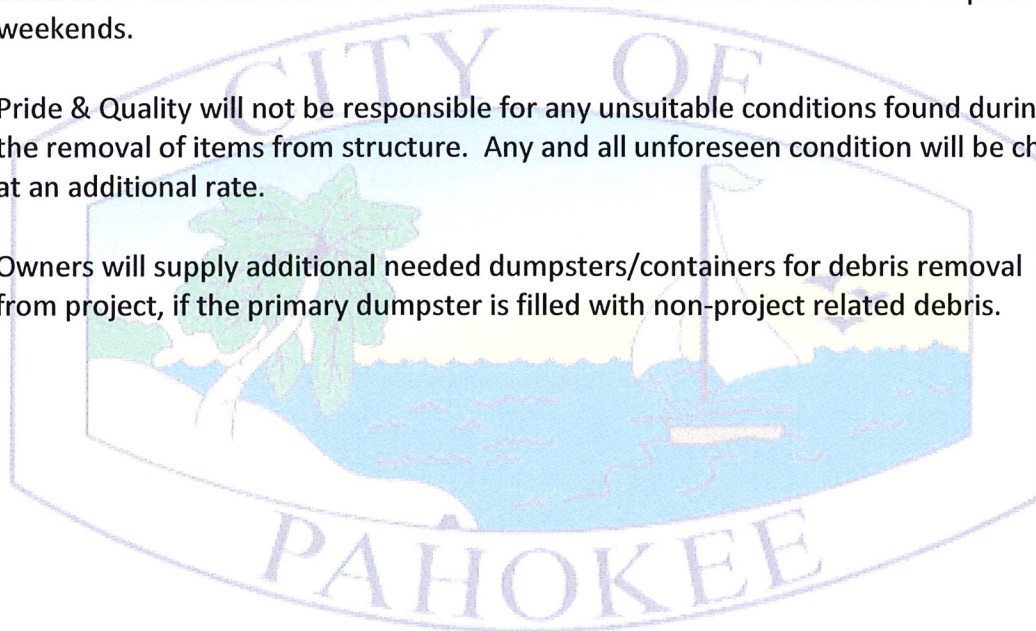




## EXHIBIT "B"

### Schedule of Work

- Pride & Quality will install and complete the City of Pahokee Campground & Marina Tiki Bar renovation & repair within **forty-five (45) days** of the Notice to Proceed.
- A mobilization schedule will be submitted to the City before the commencement of the work.
- Contractor will have access to the construction site at the Contractors request including weekends.
- Pride & Quality will not be responsible for any unsuitable conditions found during the removal of items from structure. Any and all unforeseen condition will be charged at an additional rate.
- Owners will supply additional needed dumpsters/containers for debris removal from project, if the primary dumpster is filled with non-project related debris.



## TIKI BAR

1. Quartz Laminate Counter Top
2. Complete Receptacle Plates & Test (Wiring Is Complete)
3. Decorative Siding ( Bamboo ) Installed Around Entire Lower Section of Bar
4. Installation of Sinks
5. Cap Plumbing Pipes

