

EXHIBIT "A"

AGREEMENT

between

THE CITY OF COCONUT CREEK

and

GREEN ENGINEERING & CONSTRUCTION

for

CITY HALL LOBBY RENOVATIONS

IFB NO. 10-18-22-11

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "CITY") and Green Engineering & Construction a Florida Profit corporation with principal offices located at 8615 NW 54th Street, Doral, FL 33166 (the "Contractor") to provide services as specified in IFB No.10-18-22-11.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), drawings, specifications of IFB No.10-18-22-11, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) The Work

The Contractor shall perform all work for the City required by the contract documents and IFB No.10-18-22-11, as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c) Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to

the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Time of Commencement

The work to be performed under this Agreement shall be commenced after execution of the Agreement and not later than thirty (30) days after the date that Contractor receives the Notice to Proceed.

4) Contract Sum

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Four Hundred and Forty One Thousand and Four Hundred and Four Dollars and Eighty cents (\$441,404.80).

5) Payments

Payments will be made in accordance with contract documents and IFB No.10-18-22-11. Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of five percent (5%) will be deducted from the monthly payment. Retainage monies will be released upon satisfactory completion and final inspection of the project.

6) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

7) Warranties

Warranty of Title:

Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

Warranty of Specifications

Contractor warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

Warranty of Merchantability

Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.

8) Indemnification

The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal

injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination or expiration of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time. The above provisions shall survive the termination or expiration of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after termination or expiration hereof.

9) Insurance

Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor shall be responsible for all actions of his subcontractors and shall ensure that all subcontractors comply with the above guidelines, retaining necessary insurance in force, where required, throughout the term of this agreement.

Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

10) Anti-Discrimination

That Contractor shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) Contractor, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status.

11) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue

J.C.

Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

12) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City nor shall the Contractor assign any monies due or to become due to him or her, without the previous written consent of the Contract Administrator.

13) Disentanglement

Contractor will complete the transition of any terminated work from Contractor and its subcontractors to City and/or any replacement providers City designates (collectively, the "Replacement Provider"), without causing any interruption of or adverse impact on the work, any other services and/or services provided by Third Parties (the "Disentanglement"). Without limiting the aforementioned obligations, Contractor will:

- a) Cooperate by promptly taking all steps required to assist City in completing the Disentanglement related to the work it had previously performed.
- b) Provide all information regarding the work that these parties will need to perform the Disentanglement.
- c) Promptly and orderly conclude all work as directed. This may include the documentation of work in progress and other measures to provide an orderly transition as set forth in Labor Harmony.

14) Labor Harmony

Contractor agrees that all labor employed by Contractor, its agents or subcontractors for work on City property shall be in harmony with all other labor being used by City or other contractors working on City's property. Contractor agrees to give City immediate notice of any threatened or actual dispute and will provide assistance as determined necessary by City to resolve any such dispute. Contractor, its agents or subcontractors, shall remove from City's property any person objected to by City in association with the work

15) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY
City Manager
City of Coconut Creek
4800 West Copans Road

Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

CONTRACTOR

Leonardo Curiel
Green Engineering & Construction
8615 NW 54th Street
Doral, FL 33166
Telephone: 305 748 7845
Email: info@greenengcon.com
Secondary Direct Email:

16) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

17) Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the United States District Court for the Southern District of Florida.

18) WAIVER OF JURY TRIAL

CONTRACTOR AND THE CITY EACH HEREBY EXPRESSLY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CIVIL LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

19) Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations hereunder when and to the extent that their performance is directly delayed or prevented by any circumstances beyond their control including fire, flood, explosion, strikes, or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage or any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- a) The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b) The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

- c) No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d) The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term, as indicated in writing. Economic hardship of the Contractor will not constitute Force Majeure.

20) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

21) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

22) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

The remainder of this page is intentionally left blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. City of Coconut Creek, through its City Manager or designee and Green Engineering & Construction, Inc (Name of party with whom Agreement is made), signing by and through its Leonardo Cuirel (President, Owner, CEO, etc.) duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Karen M. Brooks , City Manager Date

Joseph J. Kavanagh Date
City Clerk

Approved as to form and legal sufficiency:

Terrill Pyburn, City Attorney Date

CONTRACTOR

ATTEST:

GREEN ENGINEERING & CONSTRUCTION, INC
Company Name

Natalia Torres
(Corporate Secretary)

[Signature]
Signature of President/Owner Date

NATALIA TORRES
Type/Print Name of Corporate Secy.

Leonardo Cuirel.
Type/Print Name of President/Owner

(CORPORATE SEAL)



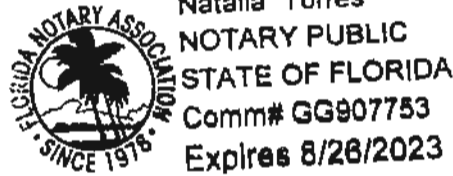
CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

COUNTY OF MIAMI DADE :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared by means of physical presence or online notarization: Leonardo Curiel, of Green Engineering & Construction, INC a PRESIDENT Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 29 day of November, 2022.



Natalia Torres
Signature of Notary Public
State of Florida at Large

NATALIA TORRES
Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

EXHIBIT "B"
PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, _____, as Principal, hereinafter called Contractor with principal offices located at _____ and primary phone number listed as _____, and _____, as Surety, are bound to the City of Coconut Creek, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars and _____ Cents (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract for City Hall Lobby Renovations, IFB No.10-18-22-11, awarded the _____ day of _____, 2022, with City for _____ in accordance with specifications prepared by City of Coconut Creek and drawings (plans) which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions, or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Section 225.05(1), Florida Statutes, supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within forty five (45) days after beginning to furnish labor, materials, or supplies for prosecution of the work, furnish to the Contractor a notice that he intends to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with Contractor and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
 - 2.3 No action for the labor, materials, or supplies may be instituted against the Contractor or the surety unless the notices stated under preceding conditions (2.1) and (2.2) have been given.
 - 2.4 No action shall be instituted against the Contractor or the Surety after one (1) year from the performance of labor or completion of delivery of the materials or supplies.
 - 2.5 Bond is executed pursuant to Section 255.05, Florida Statutes, and the conditions and

limitations of the payment provisions of Section 255.05, Florida Statutes are incorporated herein by reference.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 2022.

WITNESS:

(Name of Corporation)

Secretary

By: _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

WITNESSES:

(Name of Corporation)

Secretary

By: _____
(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation names as Principal in the forgoing Performance and Payment Bond(s); that _____, who signed the Bond(s) on behalf of the Principal, was then _____ of said Corporation; that I know his signature; and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

_____(SEAL)
as Secretary

_____(SEAL)
(Name of Corporation)

(SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared by means of physical presence or online notarization: _____ to me well known, who being by me first duly sworn upon oath say that he is the Attorney-in-Fact for the _____ and that he has been authorized by _____ to execute the foregoing Performance and Payment Bond on behalf of the Contractor names therein in favor of the City.

Subscribed and Sworn to before me this ____ day of _____, A.D., 2022.

Notary Public, State of Florida

Notary Public, State of Florida at Large

My Commission Expires: _____

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Bid of the "Principal" herein be accepted and said "Principal" within seven (7) consecutive calendar days after written notice being given of such acceptance, enter into a written contract with the said "City" and furnish a contract Surety Bond in an amount equal to one hundred percent (100%) of the contract price, satisfactory of said "City" then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Coconut Creek, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Coconut Creek, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal".

IN WITNESS WHEREOF, the said _____, as "Principal" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, and the said _____, as "Surety" herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal this ____ day of _____, A.D., 2022.

CONTRACTOR _____ (SEAL)
Corporate Signature

APPROVED:

By _____

Title: _____

CONTRACTOR _____ (SEAL)
Individual or Partnership

Two Witnesses for Above:

_____ (SEAL)

EXHIBIT "C"
PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, _____, as Principal, hereinafter called Contractor with principal offices located at _____, and primary phone number listed as _____ and _____, as Surety, are Bond to the City of Coconut Creek, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars _____ Cents (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract for City Hall Lobby Renovations, IFB No.10-18-22-11, awarded the _____ day of _____, 2022, with City for _____ in accordance with specifications prepared by City of Coconut Creek and drawing (plans) made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of _____, within 180 calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty work or materials which appear within one (1) year after final acceptance of the work. Further in accordance with the City of Coconut Creek Code of Ordinances the Contractor shall be obligated to grant a one (1) year Maintenance Bond beginning after the release of the Performance Bond in the amount equal to 25% of the Performance Bond.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the City elects, upon determination by the City and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such

Bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for in Section 255.05, Florida Statutes as amended from time to time, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.50(2), Florida Statutes as amended from time to time.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 2022.

WITNESSES:

(Name of Corporation)

Secretary

By: _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: () _____

EXHIBIT "D"
NOTICE OF INTENT TO AWARD

Date

CERTIFIED RETURN RECEIPT REQUESTED

Green Engineering & Construction
8615 NW 54th Street
Doral, FL 33166

Re: Notice of Intent to Award
City Hall Lobby Renovations, IFB No.10-18-22-11

Dear _____ :

Please be advised that City staff and the Director of Public Works is recommending to the City Commission award of the above-referenced project to your organization.

This letter is not to be construed as the final award of the contract or a notice to proceed with the work. Final award is subject to review by the City Clerk's Office, City Attorney's Office and the City Manager's Office, and Commission approval.

In order to initiate and expedite the contract process promptly, you must sign and return two (2) original agreements, along with your Certificate of Insurance (requirements attached) to me at the above address. Please return the required documents within ten (10) days from the date of receipt.

The recommendation of award is scheduled for the _____ Commission Meeting. The Notice of Award will be issued after the contract has been executed by the City Manager. You will be required to submit Performance and Payment Bonds within ten (10) days of receiving the Notice of Award. Once the City is in receipt of the required Bonds the City will issue the Notice to Proceed.

Should you have any questions, I can be reached at 954-956-1524.

Sincerely,

Althea Pemsel, CPSM, C.P.M.
Procurement Supervisor
apemsel@coconutcreek.net

Enclosures

cc: Contract Administrator

EXHIBIT "E"
NOTICE TO PROCEED

TO: _____

DATE: _____

Project Description: City of Coconut Creek for City Hall Lobby Renovations, IFB No.10-18-22-11 in accordance with the Contract Documents.

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____, and you are to complete the work within 180 Calendar days thereafter. The date of completion of all work is therefore _____.

CITY OF COCONUT CREEK

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,
_____ day of _____ 2022.

BY: _____

TITLE: _____

EXHIBIT "F"

NOTICE OF COMMENCEMENT

In accordance with Section 713.13 (1) (h) of the Florida Statutes, a Notice of Commencement is required for the construction of, improvements to, alteration of or repair of real property. The Notice of Commencement must be recorded with Broward County Records, Taxes and Treasury Division, or in the office of the clerk where the real property is located. Therefore, prior to beginning work under this Contract, Contractor shall provide to the City's Contract Administrator a Notice of Commencement recorded in Broward County, Florida.

AFTER RECORDING - RETURN TO:

PERMIT NUMBER:

NOTICE OF COMMENCEMENT

The undersigned hereby given notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes the following information is provided in the Notice of Commencement.

1. **DESCRIPTION OF PROPERTY** (Legal description & street address, if available) **TAX FOLIO NO.:** _____

SUBDIVISION _____ **BLOCK** _____ **TRACT** _____ **LOT** _____ **BLDG** _____ **UNIT** _____

2. **GENERAL DESCRIPTION OF IMPROVEMENT:** _____

3. **OWNER INFORMATION:** a. Name _____

b. Address _____ c. Interest in property _____

d. Name and address of fee simple titleholder (if other than Owner) _____

4. **CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER:** _____

5. **SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT:** _____

6. **LENDER'S NAME, ADDRESS AND PHONE NUMBER:** _____

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7., Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER: _____

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER: _____

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified): _____, 20____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

**Signature of Owner or
Owner's Authorized Officer/Director/Partner/Manager**

Print Name and Provide Signatory's Title/Office

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

By _____, as _____
(name of person) (type of authority, ...e.g. officer, trustee, attorney in fact)

For _____
(name of party on behalf of whom instrument was executed)

_____ Personally known or _____ produced the following type of identification: _____

(Signature of Notary Public)

Under Penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes).

Signature(s) of Owner(s) or Owner(s)' Authorized Officer/ Director / Partner/Manager who signed above:

By _____ By _____

Rev .08-09-07 (S.Recording)

EXHIBIT "G"
CHANGE ORDER NO.

City: City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

Project Name: City Hall Lobby Renovations
IFB No. 10-18-22-11

Contractor:

Purchase Order No.:

In compliance with specifications in the above referenced contract, the Contractor and the City do both hereby agree that the Contractor shall make the following changes, additions or deletions to the work specified in the plans/project and specifications.

Description:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME
Original Contract Price: \$	Original Contract Time:
Previous Change Orders No. 1 to \$	Net change from previous Change Orders:
Contract Price prior to this Change Order: \$	Contract Time prior to this Change Order:
Net <u>increase</u> /decrease of this Change Order: \$	Net Increase/decrease of this Change Order:
Contract Price with all approved Change Orders: \$	Contract Time with all approved Change Order:

REQUESTED BY

By _____ Date _____
Contractor

RECOMMENDED

By _____ Date _____
Department Director

RECOMMENDED

By _____ Date _____
Finance Director

APPROVED

By _____ Date _____
City Manager

EXHIBIT "H"

APPLICATION FOR PAYMENT

Contract Title: _____

Contract/Purchase Order No.: _____ Original Contract Value: _____

Contract Change Order Value: _____ Current Contract Value: _____

Cumulative No. Change Orders: _____

Note: Contractor shall submit with this Application for Payment form a Schedule of Values.

Application for Payment is made, as shown below:

- | | | |
|----|--|----------|
| 1. | Original Contract Sum | \$ _____ |
| 2. | Net Change by Change Orders | \$ _____ |
| 3. | Contract Sum to Date
(Line 1 (+) or (-) Line 2) | \$ _____ |
| 4. | Total Completed and Stored to Date | \$ _____ |
| 5. | Retainage
5% of Completed Work | \$ _____ |
| 6. | Total Earned less Retainage
(Line 4 – Line 5c) | \$ _____ |
| 7. | Less Previous Application For Payment
(Subtract line 6 from prior A.F.P.) | \$ _____ |
| 8. | Current Payment Due | \$ _____ |
| 9. | Balance to Finish, plus Retainage
(Line 3 – Line 6) | \$ _____ |

Submitted by: _____
Contractor

Date: _____

Approved for
Payment: _____
Project Administrator

Date: _____

EXHIBIT "I"

Prepared by
Name
Address
Address

Return to:

City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

CONTRACTOR'S FINAL WAIVER OF LIEN

(From a corporation)

PROJECT NO: _____ PROJECT NAME: _____

KNOW ALL MEN BY THESE PRESENTS: That

, _____
,

_____ a corporation, (Contractor) for and in consideration of payment in full from _____, (Owner), the sufficiency and receipt of which is hereby acknowledged, has a direct contract with the Owner for _____ work, labor, and materials or services heretofore and/or hereafter furnished in regards thereto, including all extras and change orders, hereby releases and waives any and all liens, lien rights or claims whatsoever which the Contractor now has or may acquire against the Owner's property in Broward County, Florida, legally described as

(Subject Property).

Contractor certifies that all laborers employed by the Contractor for work provided to the subject property have been paid in full and that all suppliers, material men and subcontractors who have furnished labor, materials or supplies to Subject Property under a direct contract with the Contractor have been paid in full or, if not, are shown on the Final Contractor's Affidavit attached. Final Waivers of Lien have been obtained or are attached, from all parties who have filed a Notice to Owner as a Vendor to the Contractor, or have not furnished any labor, material or services under the Notice to Owner.

I, _____, the undersigned, an Officer of _____, a corporation, hereby certify that I have the power and authority to execute this Final Waiver of Lien for and on behalf of the Contractor. I further certify understand that I am aware that any false statement made by me, either individually or for and on behalf of the Contractor, constitutes perjury and that the State Florida provides penalties for making any false statements in a document of this kind.

IN WITNESS WHEREOF, _____(Name of Contractor Corporation), a
_____(State of Incorporation) corporation has caused this Contractor's Final Waiver
of Lien to be executed in its name and its corporate seal to be affixed by its duly authorized officer, this
_____ day of _____, 2022.

CONTRACTOR:

(Corp seal)
ATTEST:

_____, a corporation
(Here insert state of incorporation)

_____, Secretary

By: _____
_____, President

(Print/type/stamp name of _____-sec.)

(Print/type/stamp name of _____-pres.)

Witness:

Witness:

(Print/type/stamp name of witness)

(Print/type/stamp name of witness)

STATE OF _____
COUNTY OF _____

The foregoing Contractor's Final Waiver of Lien was acknowledged before me by means of physical presence or online notarization this day of _____, 2022 by _____, _____ president (name and title), and _____, _____ secretary (name and title) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, who is/are personally known to me or has/have produced _____, (type of ID) and _____ (type of ID), respectively, as identification.

Notary Public-State of _____

(Print/type/stamp name of Notary Public)

My commission expires: _____

My commission number is: _____

(N.P. Seal)