

# EXHIBIT "A"

## AGREEMENT

*between*

**THE CITY OF COCONUT CREEK**

*and*

**BIG DOG CONSTRUCTION SERVICES, INC.**

*for*

**CITY HALL LOBBY AND FACILITY RENOVATIONS**

**BID NO. 03-23-22-3**

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 and Big Dog Construction Services, Inc., a Florida corporation with principal offices located at 3730 Coconut Creek Pkwy, #180, Coconut Creek, FL 33066 (the "Contractor") to provide renovation services as specified in Bid No. 03-23-22-3.

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 Bid No. 03-23-22-3, 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 Bid No. 03-23-22-3, 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) 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.

**4) 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.

**5) Contract Sum**

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders approved by the City as provided in the Contract Documents, the Contract Sum of EIGHT HUNDRED AND TWENTY SEVENTY THOUSAND FOUR HUNDRED AND EIGHTY EIGHT DOLLARS AND THIRTY SIX CENTS (\$827,480.36).

**6) Payments**

Payments will be made in accordance with contract documents and Bid No. 03-23-22-3. Payment will be made monthly for work that has been completed, inspected, accepted 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.

**7) 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.

**8) 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.

## **9) 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 Florida Statutes 768.28, as amended from time to time.

## **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

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) 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

Tom Lindner, Vice President  
Big Dog Construction Services, Inc.  
3730 Coconut Creek Pkwy.  
Coconut Creek, FL 33066  
Phone: 954 757 8015  
Fax: 866 604 2459  
Email: tlindner@bigdogcsi.com

**14) 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.

**15) 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.

**16) 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.

**17) 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.

**18) 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.

REMAINDER OF PAGE LEFT INTENTIONALLY 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 \_\_\_\_\_ (Name of party with whom Agreement is made), signing by and through its \_\_\_\_\_ (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:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Signature of President/Owner      Date

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Type/Print Name of President/Owner

(CORPORATE SEAL)

**CORPORATE ACKNOWLEDGEMENT**

STATE OF FLORIDA:

:SS

COUNTY OF \_\_\_\_\_:

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 \_\_\_\_\_, of \_\_\_\_\_ a \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Signature of Notary Public  
State of Florida at Large

\_\_\_\_\_  
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 Florida Statute 255.05, 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 and Facility Renovations, Bid No. 03-23-22-3, 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 Florida Statute 225.05(1) 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 proceeding 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 Florida Statute 255.05 and the conditions and limitations of



the payment provisions of Florida Statute 255.05 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: \_\_\_\_\_ 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 requirement of Florida Statute 255.05, 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 and Facility Renovations, Bid No. 03-23-22-3, 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 \_\_\_\_\_ 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 Ordinance 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**

April 8, 2022

Via Email: [tlindner@bigdogcsi.com](mailto:tlindner@bigdogcsi.com)

Tom Lindner, Vice President  
Big Dog Construction Services, Inc.  
3730 Coconut Creek Pkwy.  
Coconut Creek, FL 33066

Re: Notice of Intent to Award  
City Hall Lobby and Facility Renovations, Bid No. 03-23-22-3

Dear Mr. Lindner:

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 May 9, 2022 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](mailto:apemsel@coconutcreek.net)

Enclosures

cc: Contract Administrator

**EXHIBIT "E"**  
**NOTICE TO PROCEED**

DATE: \_\_\_\_\_

TO: Big Dog Construction Services, Inc.  
3730 Coconut Creek Pkwy.  
Coconut Creek, FL 33066

Project Description: City of Coconut Creek for City Hall Lobby and Facility Renovations, Bid No. 03-23-22-3 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 and Facility Renovations  
Bid No. 03-23-22-3

**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:**

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIME</b>
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<br>(Line 1 (+) or (-) Line 2)                           | \$ _____ |
| 4. | Total Completed and Stored to Date                                           | \$ _____ |
| 5. | Retainage                                                                    |          |
|    | a. 10% of Completed Work                                                     | \$ _____ |
| 6. | Total Earned less Retainage<br>(Line 4 – Line 5c)                            | \$ _____ |
| 7. | Less Previous Application For Payment<br>(Subtract line 6 from prior A.F.P.) | \$ _____ |
| 8. | Current Payment Due                                                          | \$ _____ |
| 9. | Balance to Finish, plus Retainage<br>(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 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)