

Meeting Date: February 10, 2015

Agenda Item 9

REQUESTED COMMISSION ACTION:

Consent     Ordinance     Resolution     Consideration     Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHIFF CONSTRUCTION DEVELOPMENT, INC. TO CONVERT PRACTICE BALL FIELDS TO A SOCCER FIELD; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE (FISCAL IMPACT \$138,831.56).



Accomplishing this item supports achieving objective **3.0 Recreation**  
Increase and improve recreation infrastructure, 3.2. Develop facilities to match the changing recreational needs and preferences of the community.

SUMMARY OF PURPOSE AND WHY:

Due to the high demand and popularity for soccer fields and insufficient number of available fields, the city currently is struggling to keep the soccer fields in playable condition. Very often, fields are shut down for significant time periods to allow repair/maintenance of the fields resulting in higher than normal maintenance costs otherwise incurred.

The proposed scope of work will include clearing/grubbing/modifying irrigation to accommodate a new soccer field constructed of Celebration sod. This project also includes new bleachers, goals, and benches, along with the removal of the existing ball field backstops. Landscaping will be provided as well.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: staff
- (2) Primary staff contact: Robert McCaughan/Tammy Good Ext 4506/5512
- (3) Expiration of contract, if applicable: March 20, 2016
- (4) Fiscal impact and source of funding: 07-924, budget adjustment attached, \$138,831.56

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	01/30/15	APPROVE	<i>[Signature]</i>
General Services	01/30/15	APPROVE	<i>[Signature]</i>
City Attorney	01/30/15	APPROVE	Memo #2015-504 <i>[Signature]</i>
Finance	2/3/15	APPROVE	<i>S. Sible</i>
Budget	2-3-15	APPROVE	<i>[Signature]</i>
Parks, Recreation & Cultural Arts	2/4/15	Approve	<i>C. Krafts for M. Blewett</i>
Advisory Board			
Development Services Director			
<input checked="" type="checkbox"/> City Manager	<i>[Signature]</i>		<i>[Signature]</i>

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____



**City Attorney's Communication #2015-504**  
January 30, 2015

**TO:** Tammy Good, P.M.P., Civil Engineer II  
**FROM:** Jill R. Mesojedec, FRP, Paralegal  
**VIA:** Gordon B. Linn, City Attorney *GL*  
**RE:** Resolution - Agreement to Convert Practice Ball Fields to a Soccer Field

As requested in your memorandum dated January 30, 2015, Engineering Department Memorandum No. 15-69, I have prepared and attached the following form of Resolution:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHIFF CONSTRUCTION AND DEVELOPMENT, INC. TO CONVERT PRACTICE BALL FIELDS TO A SOCCER FIELD; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

*Jill R. Mesojedec*  
\_\_\_\_\_  
JILL R. MESOJEDEC

/jrm  
l:cor/engr/2015-504

Attachment

RESOLUTION NO. 2015-\_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHIFF CONSTRUCTION AND DEVELOPMENT, INC. TO CONVERT PRACTICE BALL FIELDS TO A SOCCER FIELD; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and Shiff Construction and Development, Inc. to convert practice ball fields to a soccer field, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Shiff Construction and Development, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**



Phone: (954) 786-4061

**City of Pompano Beach  
Engineering Department**

Fax: (954) 786-4028

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**MEMORANDUM NO. 15-73**

**DATE:** January 30, 2015

**TO:** Ernesto Reyes, Assistant to the City Manager

**FROM:** Tammy Good, P.M.P., Civil Engineer II 

**SUBJECT:** Request Budget Adjustment from General Fund-  
Convert softball field to soccer field via (JOC)

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**Background:**

Due to the high demand for soccer fields and insufficient number of available fields, the city currently is struggling to keep the soccer fields in playable condition. Very often, fields are shut down for significant time periods to allow repair/maintenance of the fields resulting in higher than normal maintenance costs otherwise incurred. Per City Ordinance 2012-151, the city is required to make available two fields specifically, Community Park, and North Pompano Park, but quite often these fields are closed for repair/maintenance due to overplaying on the fields. At this time, we would like to convert a softball field to soccer to fulfill the obligations of the reference agreement (attached).

The proposed scope of work will include but not be limited to clearing/grubbing/modifying irrigation to accommodate a new soccer field constructed of Celebration sod. This project also includes new bleachers, goals, and benches, along with the removal of the existing ball field backstops. Landscaping will be provided as well.

**Recommendation:**

I would like to request this project be funded from the General Fund so we can provide the necessary soccer field for play and reduce maintenance costs on all fields collectively. The total project cost is **\$138,831.56**. Can I proceed with processing this agenda item to be presented at the February 10, 2015 commission meeting anticipating you will complete the Budget Adjustment?

Thank you



Phone: (954) 786-4061

**City of Pompano Beach  
Engineering Department**

Fax: (954) 786-4028

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**MEMORANDUM NO. 15-69**

**DATE:** January 30, 2015  
**TO:** Gordon B. Linn, Esq., City Attorney  
**FROM:** Tammy Good, P.M.P., Civil Engineer II   
**SUBJECT:** Request for Resolution – Shiff Construction and Development, Inc.  
Convert softball field to soccer field via (JOC).

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**Background:**

Due to the high demand for soccer fields and insufficient number of available fields, the city currently is struggling to keep the soccer fields in playable condition. Very often, fields are shut down for significant time periods to allow repair/maintenance of the fields resulting in higher than normal maintenance costs otherwise incurred. Per City Ordinance 2012-151, the city is required to make available two fields specifically, Community Park, and North Pompano Park, but quite often these fields are closed for repair/maintenance due to overplaying on the fields. At this time, we would like to convert a softball field to soccer to fulfill the obligations of the reference agreement (attached).

The proposed scope of work will include but not be limited to clearing/grubbing/modifying irrigation to accommodate a new soccer field constructed of Celebration sod. This project also includes new bleachers, goals, and benches, along with the removal of the existing ball field backstops. Landscaping will be provided as well.

**Recommendation:**

The City would like to utilize the National Joint Powers Alliance Contract (NJPA) with Shiff Construction and Development, Inc., in order to procure these services. There is a high demand for soccer fields and currently the City has an agreement with PBFC PAL Hammerheads Inc. to provide availability and adequate playing condition of fields.

Attached please find the Agreement between City of Pompano Beach and Shiff Construction and Development, Inc., which includes:

- Exhibit A: Contract between NJPA and Shiff Construction and Development, Inc.
- Exhibit B: Detailed Scope of Work
- Exhibit C: Contractor's Price proposal Summary
- Exhibit D: Contractor's Price proposal Detail
- Exhibit E: Insurance

Please prepare the Resolution for Commission consideration of the attached Agreement in the amount of **\$138,831.56**.

Thank you

## **AGREEMENT TO CONVERT PRACTICE BALL FIELDS TO A SOCCER FIELD**

Agreement for work in and about the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 to convert practice ball fields to a soccer field at Community Park dated \_\_\_\_\_, by and between the City of Pompano Beach (hereinafter called CITY) and Shiff Construction and Development, Inc., 3201 N. Federal Highway, Ft. Lauderdale, FL 33306 (hereinafter called CONTRACTOR).

WITNESSETH that the CITY and CONTRACTOR in consideration of the premises and of the mutual covenants considerations and agreements contained herein agree as follows:

### **1. WORK TO BE PERFORMED**

CONTRACTOR will provide clearing/grubbing/modify irrigation to accommodate a new soccer field constructed with Celebration sod. This project also includes new bleachers, goals, and benches, along with the removal of the existing ball field backstops. Landscaping will also be completed as part of this agreement.

This Agreement references the terms, conditions, prices and specifications of the National Joint Powers Alliance (NJPA) Contract and the CONTRACTOR attached hereto as **(Exhibit A)**.

The CONTRACTOR shall furnish all labor, services, materials, supplies, equipment, transportation and other facilities and appurtenance necessary or proper to the above work based on the award for:

"National Joint Powers Alliance" (NJPA) Contract, EZIQC FL 06-022912-SCD

in strict and full accordance with the requirements of the Contract Documents and with such further details and instruction as the CITY may from time to time issue for the purposes of insuring the thorough completion of the work. Unless amended below, all terms, conditions, specifications and prices referenced in the NJPA Contract shall apply.

### **2. SCOPE OF WORK GENERAL**

#### **2.01 GENERAL DESCRIPTION OF WORK**

- A. The CONTRACTOR will convert practice ball fields to a soccer field at Community Park as proposed in the detailed scope attached as **(Exhibit B)** and as specified in the NJPA Agreement.
- B. All other required work whether implied or incidental to the proper completion of the project.

### **3. CONTRACT DOCUMENTS**

It is understood that all the terms, provisions, conditions and obligations set forth in the Contract Documents of the NJPA Contract shall constitute a part of this Agreement and are to have the same force and effect as if set forth specifically and at length herein. Insurance documents are attached as **(Exhibit E)**.

### **4. CONTRACT TIME**

The work under this Agreement shall be commenced promptly following Notice to Proceed issued by CITY, prosecuted with diligence, and be fully completed within 90-calendar days.

### **5. COMPENSATION TO BE PAID CONTRACTOR**

In consideration of the faithful performance of this Agreement by the CONTRACTOR, the CITY will pay to the CONTRACTOR the fixed price of **\$138,821.56** as indicated in the Price Proposal Summary **(EXHIBIT C)** for the proposed work which was based off actual measured quantities and unit pricing in the NJPA Contract more specific in Price Proposal Detail, **(EXHIBIT D)**. Any changes in scope (additions or deletions) will only be authorized by City and compensation to Contractor will be revised accordingly utilizing the unit prices in the NJPA Contract. The CITY will have to pay the CONTRACTOR for acceptable and conforming work, inclusive of all materials, supplies, costs, fees and is the maximum extent of the CITY's obligation to pay CONTRACTOR but does not constitute a limitation, of any sort, of the CONTRACTOR's obligations to perform the work in accordance with this contract.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH  
CITY MANAGER

Attest:

\_\_\_\_\_  
MARY L. CHAMBERS  
CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_  
GORDON B. LINN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by LAMAR FISHER, as Mayor, DENNIS W. BEACH as City Manager and MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed  
or Stamped)

\_\_\_\_\_  
Commission Number

"CORPORATION":

Shiff Construction & Development, Inc.

By: [Signature]  
Signature

JUSTON SHIFF  
Typed, Stamped or Printed Name

Typed, Stamped or Printed Name

President  
Title

Witnesses:

[Signatures]

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2015 by Justin Shiff, as President, of Shiff construction, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC-STATE OF FLORIDA  
Edilya N. Stanley  
Commission # EE123026  
Expires: AUG. 23, 2015  
BONDED THROUGH ATLANTIC BONDING CO., INC.

Edilya N Stanley  
NOTARY PUBLIC, STATE OF FLORIDA  
Edilya Stanley  
(Name of Acknowledger Typed, Printed or Stamped)

EE123026  
Commission Number



Exhibit 'A'

NATIONAL JOINT POWERS ALLIANCE®  
Book 1 – Project Information, Instructions to Bidders and Execution Documents



National Joint Powers Alliance®

INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: FL06-022912-SCD

GEOGRAPHIC REGION Southern FL Contract 2

This Agreement dated 2/28/12, by and between the National Joint Powers Alliance,

hereinafter referred to as NJPA and Stiff Construction & Development, Inc at the following address 3201 N. Federal Highway, Ft Lauderdale, FL 33306

hereinafter referred to as the CONTRACTOR.

WITNESSETH: NJPA and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto, the Bid Deposit, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Work Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Work Order Proposal Packages, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by an NJPA Member in connection with any Work Order, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to [PO@ezlQC.com](mailto:PO@ezlQC.com) or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA or their designated representative of each Invoice by forwarding a copy of the Invoice via email to [invoice@ezlQC.com](mailto:invoice@ezlQC.com) or via facsimile to (864) 233-9100.

#### ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Work Order in accordance with the procedures for developing Work Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Work Order developed in accordance with this Agreement will be issued in connection with a Purchase Order by an individual NJPA Member. The Purchase Order will reference the Work Order and require the Contractor to perform the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price.
- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Region set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Region at its current Adjustment Factors.

#### ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$ 2,000,000. This is only an estimate and may increase or decrease at the discretion of the State.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog® for the unit price appearing therein multiplied by the Adjustment Factors attached at the end of this Agreement:

#### ARTICLE 4. TERM OF THE AGREEMENT

- A. The base term shall be one year with three one-year options. The total term of the Contract shall not exceed four years. The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. NJPA may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

#### ARTICLE 5. SOFTWARE LICENSING

- A. The Contractor shall be provided access to a Indefinite Quantity Construction Contracting management system licensed to NJPA by eziQC, LLC. The system includes PROGEN®, an Indefinite Quantity Construction Contracting management tool that expedites the ordering and execution of work. The Contractor shall use PROGEN® to prepare and submit Price Proposals, subcontractor lists, and other requirements as determined by NJPA or an NJPA Member. The system also contains an electronic version of the Construction Task Catalog® for the Contractor's use in preparing Price Proposals. Use, in whole or in part, of PROGEN®, the Construction Task Catalog®, or any other Proprietary Information provided under the eziQC System License specified below for any purpose other than to order and execute work under this Agreement for NJPA or an NJPA Member is strictly prohibited unless otherwise stated in writing by eziQC, LLC. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

eziQC, LLC through its agreement with NJPA, grants to Contractor, and Contractor hereby accepts from eziQC, LLC for the term of this Agreement, a non-exclusive right, privilege, and license to utilize eziQC, LLC's Indefinite Quantity Construction Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing its responsibilities to NJPA or an NJPA Member under this Agreement. The Contractor hereby agrees that eziQC, LLC's Proprietary Information shall include, but is not limited to, the PROGEN® software and support documentation, Construction Task Catalog®, training materials, and other proprietary materials provided to the Contractor by eziQC, LLC or NJPA. Upon the expiration or termination of this Agreement, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to eziQC, LLC.

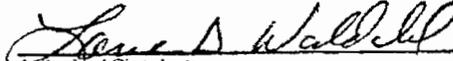
The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to eziQC, LLC for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of eziQC, LLC. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of eziQC, LLC in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor, subject to federal, state, and local laws related to public records disclosure.

In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by NJPA or an NJPA Member, this IQCC System License shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

National Joint Powers Alliance

  
Authorized Signature

Contractor

  
Authorized Signature

JUSTIN SIFF  
Print Name

Contract Number: 7100-022912-SCD (assigned by NJPA)

TO BE COMPLETED BY NJPA AFTER AWARD

- a. Normal Working Hours: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1130

(Specify to four (4) decimal places)

- b. Other Than Normal Working Hours: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1660

(Specify to four (4) decimal places)

- c. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.1872

(Specify to four (4) decimal places)

**ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT**  
made by and between

**Shiff Construction & Development, Inc.**  
3201 N. Federal Highway  
Fort Lauderdale, FL 33306

and

**National Joint Powers Alliance® (NJPA)**  
202 12<sup>th</sup> Street NE  
Staples, Minnesota 56479  
Phone: 218 894-1930 / 888 894-1930

**Whereas:** "Vendor" and "NJPA" have entered into 1) an "Acceptance of Bid and IFB Award #FL06-022912-SCD" with an effective date of March 20, 2012, a maturity date of March 20, 2016, and which are subject to annual renewals at the option of both parties.

**MODIFICATION: SECOND RENEWAL OPTION PERIOD**

Section 7.1 of Book 1 Section One reads:

- A A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) 20-City Index published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the Solicitation issuance date for this contract.

ENR Construction Cost Index for 20 City Average

Base Year		
	Date	Index
1	January 2011	8938.3
2	February 2011	8998.02
3	March 2011	9019.9
4	April 2011	9027.23
5	May 2011	9034.87
6	June 2011	9052.84
7	July 2011	9080.15
8	August 2011	9088.24
9	September 2011	9115.95
10	October 2011	9148.95
11	November 2011	9173.21
12	December 2011	9171.73

Base Average  
9069.8242

Option Year		
	Date	Index
1	January 2013	9437.27
2	February 2013	9453.32
3	March 2013	9455.93
4	April 2013	9483.7
5	May 2013	9515.86
6	June 2013	9542.33
7	July 2013	9551.78
8	August 2013	9545.33
9	September 2013	9551.58
10	October 2013	9583.88
11	November 2013	9666.45
12	December 2013	9687.77

Option Average  
9545.8617

Adjustment = Option Average/Base Average  
1.0526 = 9545.8617 / 9069.8242

Price Adjustment:  $\frac{\text{Second Year Index Average}}{\text{Base Year Index Average}} = \frac{9546.6617}{9069.8242} = 1.0526$

AWARD MULTIPLIER x PRICE ADJUSTMENT = OPTION MULTIPLIER

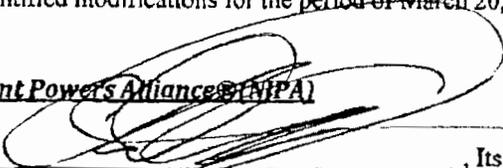
# FL06-022912-SCD

Normal Hours	1.1130	1.0526	1.1715
Premium Hours	1.1660	1.0526	1.2273

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contracts and with the above identified modifications for the period of March 20, 2014 through March 19, 2015.

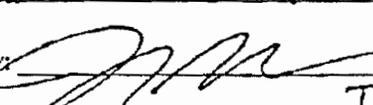
National Joint Powers Alliance (NJPA)

By:  Its: Executive Director / CEO

Name printed or typed: Chad Coquette

Date 1/20/14

Shiff Construction & Development, Inc. - # FL06-022912-SCD

By:  Its: President

Name printed or typed: JUSTIN SHIFF

Date 01/16/2014

-----  
If you do not want to extend contract, please sign below and return this agreement.

**Discontinue: We desire to discontinue the contract.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Work Order Signature Document**

**NJPA EZIQc Contract No.: FL06-022912-SCD**

**New Work Order**       **Modify an Existing Work Order**

Work Order Number:	022405.00	Work Order Date:	
Work Order Title:	Pompano Beach City Hall Otis Elevators Modernization		
Owner Name:	City of Pompano Beach	Contractor Name:	Shiff Construction & Development, Inc.
Contact:	Tammy Good	Contact:	Justen Shiff
Phone:	(954) 786-4060	Phone:	954-524-2575

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQc Contract No FL06-022912-SCD.

Brief Work Order Description:

Modernize (2) two Otis Elevators at Pompano Beach City Hall

<b>Time of Performance</b>	Estimated Start Date: 07/21/2014
	Estimated Completion Date: 02/23/2015

**Liquidated Damages**      Will apply:       Will not apply:

**Work Order Firm Fixed Price: \$182,828.80**

Owner Purchase Order Number:

**Approvals**

_____	_____	_____	_____
Owner	Date	Contractor	Date



**Work Order Signature Document**

**NJPA EZIQC Contract No.: FL06-022912-SCD**

**New Work Order**       **Modify an Existing Work Order**

Work Order Number.:	027634.00	Work Order Date:	
Work Order Title:	City of Pompano Beach Practice Soccer Field		
Owner Name:	City of Pompano Beach	Contractor Name:	Shiff Construction & Development, Inc.
Contact:	Alessandra Delfico	Contact:	Kurt Bennett
Phone:	954-786-4144	Phone:	

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No FL06-022912-SCD.

Brief Work Order Description:

City of Pompano Beach Practice Soccer Field

**Time of Performance**      Estimated Start Date: 02/16/2015  
    Estimated Completion Date:

**Liquidated Damages**      Will apply:       Will not apply:

**Work Order Firm Fixed Price: \$138,831.56**

Owner Purchase Order Number:

**Approvals**

_____	_____	_____	_____
Owner	Date	Contractor	Date

Exhibit B



**Detailed Scope of Work**

**To:** Justen Shiff  
Shiff Construction & Development, Inc.  
3201 N. Federal Highway  
Fort Lauderdale, FL 33306  
954-524-2575

**From:** Alessandra Delfico  
City of Pompano Beach  
100 W ATLANTIC BLVD  
POMPANO BEACH, FL  
954-786-4144

**Date Printed:** January 29, 2015

**Work Order Number:** 027634.00

**Work Order Title:** City of Pompano Beach Practice Soccer Field

**Brief Scope:** City of Pompano Beach Practice Soccer Field

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Install one soccer field as per plans by Munson Design and Consulting Consulting. Work to include stripping of existing sod and haul off, laser grade site, shaping and install of celebration bermuda sod. Provide goal posts and benches per plan. Irrigation per plan. Plans by Munson Design and Consulting C1,C2,C3,LP1,LP2,S1,Sp1 All Dated 11/10/2014

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

# Exhibit C

## Contractor's Price Proposal - Summary

**Date:** January 29, 2015

**Re:** IQC Master Contract #: FL06-022912-SCD  
Work Order #: 027634.00  
Owner PO #:  
Title: City of Pompano Beach Practice Soccer Field  
Contractor: Shiff Construction & Development, Inc.  
Proposal Value: \$138,831.56

<b>Concrete</b>	<b>\$3,322.66</b>
<b>Section - 01</b>	<b>\$11,875.51</b>
<b>Section - 03</b>	<b>\$511.34</b>
<b>Section - 11</b>	<b>\$2,473.73</b>
<b>Section - 12</b>	<b>\$10,130.99</b>
<b>Section - 31</b>	<b>\$12,651.68</b>
<b>Section - 32</b>	<b>\$96,778.31</b>
<b>Section - 33</b>	<b>\$1,087.34</b>
<b>Proposal Total</b>	<b>\$138,831.56</b>

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

# Exhibit D

## Contractor's Price Proposal - Detail

Date: January 29, 2015

Re: IQC Master Contract #: FL06-022912-SCD  
 Work Order #: 027634.00  
 Owner PO #:  
 Title: City of Pompano Beach Practice Soccer Field  
 Contractor: Shiff Construction & Development, Inc.  
 Proposal Value: \$138,831.56

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
<b>Concrete</b>					
1	03 11 13 00 0009		LF	Up To 6" High Slab Edge and Block-Out Wood Formwork	\$521.97
				Quantity	Unit Price
				Installation	Factor = Total
				188.00 x	2.37 x 1.1715 = 521.97
				Required for the perimeter of each bleacher slab.	
2	03 11 13 00 0009 0004		MOD	For < 250, Add	\$92.50
				Quantity	Unit Price
				Installation	Factor = Total
				188.00 x	0.42 x 1.1715 = 92.50
3	03 31 13 00 0010		CY	Concrete Pump, Place 3000 PSI Concrete Continuous FootingsExcludes pumping equipment.	\$391.70
				Quantity	Unit Price
				Installation	Factor = Total
				3.50 x	95.53 x 1.1715 = 391.70
				Required for thickened edge around perimeter of each slab on grade.	
4	03 31 13 00 0029		CY	>6", By Concrete Pump, Place 3000 PSI Concrete Slab On GradeExcludes pumping equipment.	\$1,313.54
				Quantity	Unit Price
				Installation	Factor = Total
				12.50 x	89.70 x 1.1715 = 1,313.54
				(1) 31' x 16' x 4" thick concrete pad on grade required for each bleacher stand.	
5	03 31 13 00 0094		HR	Trailer Mounted Concrete PumpIncludes hoses	\$561.34
				Quantity	Unit Price
				Installation	Factor = Total
				4.00 x	119.79 x 1.1715 = 561.34
				4 Hour minimum required fro concrete pump.	
6	03 35 16 00 0003		SF	Concrete Floor Finishes, Broom	\$441.61
				Quantity	Unit Price
				Installation	Factor = Total
				992.00 x	0.38 x 1.1715 = 441.61
				Broom finish (2) 31' x 16' concrete pads.	
<b>Subtotal for Concrete</b>					<b>\$3,322.66</b>
<b>Section - 01</b>					
7	01 22 20 00 0024		HR	PlumberTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$1,308.71
				Quantity	Unit Price
				Installation	Factor = Total
				32.00 x	34.91 x 1.1715 = 1,308.71
				Labor hours required to adjust existing sprinkler heads to facilitate sod removal, spreading/grading of imported fill, & installation of mew Bermuda sod.	
8	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckFor equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.	\$252.34
				Quantity	Unit Price
				Installation	Factor = Total
				1.00 x	215.40 x 1.1715 = 252.34
				Mobilization required for grader.	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 027634.00

Work Order Title: City of Pompano Beach Practice Soccer Field

**Section - 01**

9	01 71 23 16 0010	ACR	Survey Clear Area With Medium Height Vegetation, Few Trees (<5% Buildings)						\$3,551.68
			Installation	Quantity	Unit Price	Factor	=	Total	
				2.02	1,500.86	1.1715	=	3,551.68	
			Survey/Layout 88,000 Sf or 2.02 Acres (88,000 Sf./43,560 Sf per Acre).						
10	01 74 19 00 0029	CYM	Hauling On Paved Roads, First 15 Miles						\$6,762.78
			Installation	Quantity	Unit Price	Factor	=	Total	
				13,425.00	0.43	1.1715	=	6,762.78	
			Haul 895 Cy.						

**Subtotal for Section - 01** **\$11,875.51**

**Section - 03**

11	03 22 11 00 0002	SF	6 x 6 x #10, 21 LB/CSF, Welded Wire Reinforcement In Slabs, (W 1.4 x W 1.4)						\$511.34
			Installation	Quantity	Unit Price	Factor	=	Total	
				992.00	0.44	1.1715	=	511.34	
			Required for each bleacer slab: 31' x 16'.						

**Subtotal for Section - 03** **\$511.34**

**Section - 11**

12	11 68 33 23 0002	PR	Regulation Soccer Goal Posts						\$2,473.73
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	2,111.59	1.1715	=	2,473.73	

**Subtotal for Section - 11** **\$2,473.73**

**Section - 12**

13	12 63 13 00 0031	EA	Bench 12' Long						\$10,130.99
			Installation	Quantity	Unit Price	Factor	=	Total	
				4.00	2,161.97	1.1715	=	10,130.99	
			Includes practice benches and bleachers. The cost of line item for telescoping bleacher (CTC #12 66 10 00-0002) along with modifier #(0006) is way over and beyond the actual cost. We are using this line item as it's cheaper than the actual cost.						

**Subtotal for Section - 12** **\$10,130.99**

**Section - 31**

14	31 11 00 00 0015	CY	Machine Loading Of Cleared And Grubbed Material						\$5,190.04
			Installation	Quantity	Unit Price	Factor	=	Total	
				895.00	4.95	1.1715	=	5,190.04	
			Load stripped grass area: 72,450 Sf. approximately 4" depth						
15	31 23 16 33 0007	CY	Spreading, Shaping, and Rough Grading Imported or Stockpiled Material for Bulk Excavation by Machine						\$2,977.72
			Installation	Quantity	Unit Price	Factor	=	Total	
				895.00	2.84	1.1715	=	2,977.72	
			Onsite Cut/Fill - Rough Grade Owner provided sand / peat mix - 72,450 SF in approximately 4" depth.						
16	31 23 16 33 0016	SY	Finish Grading for Bulk Excavation by Machine						\$2,923.48
			Installation	Quantity	Unit Price	Factor	=	Total	
				8,050.00	0.31	1.1715	=	2,923.48	
			Finish/Laser grade 72,450 Sf or 8,050 Sy.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 027634.00  
 Work Order Title: City of Pompano Beach Practice Soccer Field

**Section - 31**

17	31	25	14	26	0008	LF	3' High Silt Fence with Stakes at 4' O.C									\$1,560.44
						Installation	Quantity	Unit Price	Factor	=	Total					
							1,200.00	1.11	1.1715	=	1,560.44	x	x			

**Subtotal for Section - 31**

**\$12,651.68**

**Section - 32**

18	32	31	13	00	0744	EA	18' Softball Backstop Vinyl Coated Regulation										\$1,985.43
						Installation	Quantity	Unit Price	Factor	=	Total						
							0.00	10,990.31	1.1715	=	0.00	x	x				
						Demolition	2.00	847.39	1.1715	=	1,985.43	x	x				
						Demo existing softball / baseball back stops.											

19	32	91	13	26	0017	SY	Remove Sod With Machine											\$2,451.95
						Installation	Quantity	Unit Price	Factor	=	Total							
							8,050.00	0.26	1.1715	=	2,451.95	x	x					
						Strip and remove existing grass area: 72,450 Sf or 8,050 Sy.												

20	32	91	13	26	0019	SY	Pile Sod With Machine											\$4,715.29
						Installation	Quantity	Unit Price	Factor	=	Total							
							8,050.00	0.50	1.1715	=	4,715.29	x	x					
						Strip and remove existing grass area: 72,450 Sf or 8,050 Sy.												

21	32	91	13	36	0013	SY	Up To 4" Deep Tilling Topsoil With Rototiller											\$2,263.34
						Installation	Quantity	Unit Price	Factor	=	Total							
							8,050.00	0.24	1.1715	=	2,263.34	x	x					
						Roto-till existing 72,450 Sf or 8,050 Sy. soil.												

22	32	92	23	00	0005	MSF	>8,000 SF, Bermuda Sod, Installed On Level Ground											\$79,261.25
						Installation	Quantity	Unit Price	Factor	=	Total							
							88.00	768.84	1.1715	=	79,261.25	x	x					
						Install rolled Bermuda celebration sod. Adjustment factor set to "1" to keep cost within project budget.												

23	32	93	43	00	1379	EA	7 Gallon Chrysobalanus icaco - Red Tip Cocoplum											\$6,101.05
						Installation	Quantity	Unit Price	Factor	=	Total							
							190.00	27.41	1.1715	=	6,101.05	x	x					

**Subtotal for Section - 32**

**\$96,778.31**

**Section - 33**

24	33	44	13	13	0131	EA	24" Diameter Cast Iron Catch Basin Frame And Cover											\$1,087.34
						Installation	Quantity	Unit Price	Factor	=	Total							
							2.00	464.08	1.1715	=	1,087.34	x	x					
						Install steel covers over existing drains.												

**Subtotal for Section - 33**

**\$1,087.34**

**Proposal Total**

**\$138,831.56**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



## Subcontractor Listing

**Date:** January 29, 2015

**Re:** IQC Master Contract #: FL06-022912-SCD  
Work Order #: 027634.00  
Owner PO #:  
Title: City of Pompano Beach Practice Soccer Field  
Contractor: Shiff Construction & Development, Inc.  
Proposal Value: \$138,831.56

Name of Contractor	Duties	Amount	%
QDS Development	Site preparation and demolition; Install Owner provided fill; Rough & finish grade	\$0.00	0.00
Shiff Construction & Development, Inc.	General Contractor; Project Manager	\$0.00	0.00

Exhibit 'E'



**CERTIFICATE OF LIABILITY INSURANCE**

SHIFF-1 OP ID: CDL

DATE (MM/DD/YYYY)  
03/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lanza Insurance Agency Inc. 9800 W Sample Road - Ste 300 Coral Springs, FL 33065 Diana Lanza Schott	<b>CONTACT NAME:</b> Diana Lanza Schott	
	<b>PHONE (A/C No. Ext):</b> 954-825-0424	<b>FAX (A/C No.):</b> 954-825-0425
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Shiff Construction & Development Inc 3201 N Federal Highway #212 Fort Lauderdale, FL 33306	<b>INSURER A:</b> Starr Indemnity & Liability Co	
	<b>INSURER B:</b> Progressive Express Ins. Co.	
	<b>INSURER C:</b> FCB&I Fund	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL BURR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	SLPS-GL02409-00	04/04/2014	04/04/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENTL AGGREGATE LIMIT APPLIES PER:					\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY		08427311-8	05/07/2014	05/07/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		108-46873	03/27/2014	03/27/2015	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Carpentry Interior Renovations and commercial build outs  
 Certificate holder is listed as an additional insured

<b>CERTIFICATE HOLDER</b>  POMPANO  City of Pompano Beach Building Department Fax @ 854-788-4656 or 786 4168 100 W. Atlantic Blvd. Pompano, FL 33060	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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