

Meeting Date: February 9, 2016

Agenda Item 9

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop Initiative

SHORT TITLE A resolution of the City Commission of the City of Pompano Beach, Florida,
OR MOTION: approving and authorizing the proper city officials to execute an agreement
between the City of Pompano Beach and Shiff Construction & Development, Inc.
for lobby renovations at the Public Safety Complex; providing an effective date,
(#45,242.34)

Summary of Purpose and Why: The existing public lobby area at the Public Safety Complex does not meet the functional needs, or safety requirements for the Broward Sherriff's Office. The proposed scope of work will include replacing the glass at the counter with level III ballistic resistant glass, replacing the countertops thus increasing the work area, and expanding the lobby space behind the counter for BSO staff by approximately 25 square feet. This project also consists of installing new finishes in this immediate area, e.g. carpet square flooring, acoustical ceiling panels, lighting, wall paint, etc. Total cost for this work is \$45,242.34.



Accomplishing this item supports achieving initiative Goal 1.0 Energy "Leadership in Energy Efficiency and Sustainable Development" identified in the City's: Strategic Plan 1.2, and Goal 6.0 Growth Capacity "Ensure capacity for growth" Strategic Plan 6.1.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Engineering
- (2) Primary staff contact: Tammy Good/Horacio Danovich Ext 5512
- (3) Expiration of contract, if applicable: March 20, 2017
- (4) Fiscal impact and source of funding: \$45,242.34/CIP#07-930/302-7308-522.65-12 w/budget adjust.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>1/22/16</u>	APPROVE	<u>[Signature]</u>
General Services	<u>1/23/16</u>	APPROVE	<u>[Signature]</u>
Finance	<u>1/28/16</u>	APPROVE	<u>[Signature]</u>
City Attorney	<u>01/21/16</u>	APPROVE <u>1/28/16</u>	<u>CA Memo#2016-399</u>
Budget	<u>1-27-16</u>	APPROVE	<u>[Signature]</u>

Advisory Board
 Development Services Director
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

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



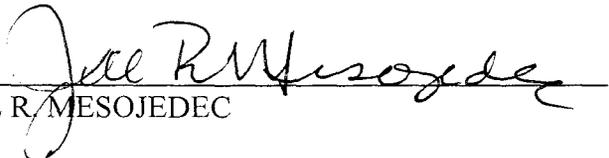
City Attorney's Communication #2016-399
January 21, 2016

TO: Tammy Good, P.M.P., Civil Engineer II
FROM: Jill R. Mesojedec, FRP, Paralegal
VIA: Mark E. Berman, City Attorney 
RE: Resolution – Lobby Renovations at the Public Safety Complex

As requested in your memorandum dated January 14, 2016, Engineering Memorandum No. 2016-36, 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 & DEVELOPMENT, INC. FOR LOBBY RENOVATIONS AT THE PUBLIC SAFETY COMPLEX; PROVIDING AN EFFECTIVE DATE.

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


JILL R. MESOJEDEC

/jrm
l:cor/engr/2016-399

Attachment

RESOLUTION NO. 2016-_____

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 & DEVELOPMENT, INC. FOR LOBBY RENOVATIONS AT THE PUBLIC SAFETY COMPLEX; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement for Lobby Renovations at the Public Safety Complex Repairs between the City of Pompano Beach and Shiff Construction & Development, Inc. to piggyback off the National Joint Powers Alliance Contract, 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 & Development, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

AGREEMENT FOR LOBBY RENOVATIONS AT THE PUBLIC SAFETY COMPLEX

BETWEEN

CITY OF POMPANO BEACH, FLORIDA

AND

SHIFF CONSTRUCTION & DEVELOPMENT, INC.

(Piggyback On Competitively Awarded)

THIS AGREEMENT made and entered into this _____ day of _____, 2016,
(hereinafter "Effective Date") by and between:

CITY OF POMPANO BEACH, a municipal corporation organized and existing under the laws of the State of Florida, having its principal office at 100 W. Atlantic Blvd., Pompano Beach, Florida 33060, referred to here as "City."

and

Shiff Construction & Development, Inc., authorized to do business in the state of Florida, whose mailing address is 1350 NE 56th Street Suite 100, Fort Lauderdale, FL 33334 (hereinafter "Contractor").

City and Contractor may also be referred to herein individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the City wishes to enter into this Agreement for the renovation to the Public Safety Lobby (hereinafter "Agreement") with Contractor to provide renovations scope and services within the city limits of the City of Pompano Beach when requested by the City through a written Notice to Proceed; and

WHEREAS, the Code of the City of Pompano Beach at Section 32.41(C) provides authority for the City Manager to piggyback City purchase of goods and services with state or local public contracts within certain codified guidelines, which guidelines have been met; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between National Joint Powers Alliance (NJPA) and Contractor in accordance with contract #FL 06-022912-SCD, Indefinite Quantity Construction Agreement a copy of which is referenced hereto at Exhibit A and adopted in its entirety by City and Contractor (hereinafter "IRC Contract"), Scope of Work identified in Exhibit B, together with and including contract renewals, amendments and change orders to the extent applicable hereto; and

WHEREAS, the City Manager has determined that piggybacking with the IRC Contract is necessary for renovations to the lobby area and is the most economically advantageous way to procure these necessary materials, products, and/or services in a timely and efficient manner.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **RECITATIONS.** The foregoing "WHEREAS" clauses are hereby adopted and incorporated herein.

2. **TERM.** The term of this Agreement shall commence on the Effective Date and continue through June 30, 2016 unless terminated earlier or extended by the Parties.

3. **CONTRACT TERMS.** Contractor agrees to provide renovations to the Public Safety Lobby within the city limits of the City of Pompano Beach as requested by City through a written Notice to Proceed. The IRC Contract is hereby incorporated into this Agreement for all purposes. In the event of conflict between the IRC Contract and this Agreement, the order of priority shall be: (1) Scope of Work; (2) this Agreement; and (3) the IRC Contract.

The following provisions are included as supplementary to and amending the IRC Contract:

A. City shall pay Contractor no more than the unit prices set forth in the IRC Contract and in accordance with the provisions of the IRC Contract in the total amount Not to Exceed \$45,242.34. If the City requires services not covered by unit prices already made a part of the IRC Contract, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, City of Pompano Beach City Manager Dennis W. Beach shall be the City Representative.

B. If permits are required as part of the Public Safety Renovations required hereunder, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within five (5) days of receiving all documents from City necessary to file such permit applications. City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. City of Pompano Beach shall be deemed substituted for NJPA, with regard to any and all provisions of the IRC Contract, including, for example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents, including the additional provisions in sections D, E, F, and G, below.

All recitals, representations and warranties of Contractor made in the IRC Contract are restated as if fully set forth herein, made for the benefit of City, and incorporated herein.

D. Within five (5) days of final execution of this Agreement, Contractor shall furnish City with a certificate of insurance in a form acceptable to City for the insurance required. Such certificate provided my Contractor must state the City will be given thirty (30) days written notice prior to cancellation or material change in coverage. A copy of the additional insured endorsement must be attached and contain language no less restrictive than ISO Form CG 20 10 07 04 or ISO Form CG 20 33 07 04. Contractor shall not commence work on the Disaster Services unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

E. Contractor shall indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against all claims, suits, actions, damages, causes, or action or judgments arising out of the terms of this Agreement for any personal injury, loss of life, or damage to property sustained as a result of the performance or non-performance of services, from and against any orders, judgments, or decrees, which may be entered against City, its elected officials, officers, employees and agents; and from and against all costs, attorney's fees, expenses, and other liabilities incurred in the defense of any such claim, suit, or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or purchase order shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statute section 768.28. The parties agree that one percent (1%) of the total compensation paid to Contractor for work under this contract shall constitute specific consideration to contractor for the indemnification to be provided under the contract.

F. Both parties agree that City may terminate this Agreement for any reason with ten (10) days notice to Contractor.

G. Public Records and Retention.

a. City is a public agency subject to Chapter 119, Florida Statutes. Contractor and its subcontractors shall comply with public records laws, specifically to:

b. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

c. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

e. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information systems of the public agency.

4. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement without the consent of the other.

5. **NOTICE.** Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Tammy Good, PMP
Project Manager
City of Pompano Beach
1201 NE 5th Ave
Pompano Beach, Florida 33060

Copy to: Mark E. Berman
City Attorney
P.O. Box 2083
Pompano Beach, Florida 33061

For Contractor: Justen Shiff
1350 NE 56th Street
Suite 100
Fort Lauderdale, FL 33334

6. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

7. **SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, such provision will be fully severable, this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from and in lieu of such illegal, invalid or unenforceable provision, City and Contractor shall negotiate in good faith to restore insofar as

practicable the benefits to each party that were affected by such ruling and to include as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

8. **DUPLICATES.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Dennis W. Beach, City Manager

Attest:

Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** 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

"CONTRACTOR":

Witnesses:

SHIFF CONSTRUCTION AND DEVELOPMENT, Inc
(Type Name of Entity)

Tammy Good
Print Name

Print Name

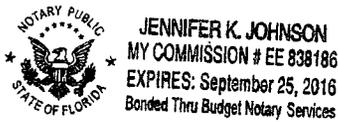
By: [Signature]
JUSTIN SHIFF
Typed or Printed Name

Title: PRESIDENT
(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of January, 2016, by Justin Shiff as President of Shiff Construction, Inc. a contractor on behalf of the City of Pompano. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Jennifer K. Johnson
(Name of Acknowledger Typed, Printed or Stamped)
EE838186
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 3039023 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@ezIQCC.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@ezIQCC.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.

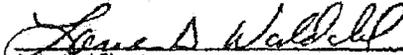
The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to eziQC, LLC for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of eziQC, LLC. The Contractor 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 STIFF
Print Name

Contract Number: FL00-022712-SCD (assigned by NJPA)

ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT
made by and between

Shiff Construction & Development, Inc.
3201 N. Federal Highway
Fort Lauderdale, FL 33308

and

National Joint Powers Alliance® (NJPA)
202 12th 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	9010.8
4	April 2011	9027.23
5	May 2011	9034.87
6	June 2011	9052.64
7	July 2011	9080.15
8	August 2011	9083.24
9	September 2011	9115.95
10	October 2011	9148.95
11	November 2011	9173.21
12	December 2011	9175.73

Base Average
9069.8242

Option Year		
	Date	Index
1	January 2013	9437.27
2	February 2013	9453.02
3	March 2013	9455.93
4	April 2013	9453.7
5	May 2013	9515.86
6	June 2013	9542.33
7	July 2013	9581.78
8	August 2013	9543.33
9	September 2013	9551.58
10	October 2013	9623.38
11	November 2013	9668.48
12	December 2013	9607.77

Option Average
9548.6817

Adjustment = Option Average/Base Average
1.0628 = 9548.6817 / 9069.8242

01/14/2014

ATTACHMENT 1

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:

1.1160

(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)

Price Adjustment: $\frac{\text{Second Year Index Average} = 9346.6617}{\text{Base Year Index Average} = 9069.8242} = 1.0526$

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.

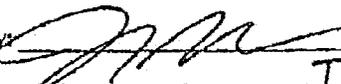
National Joint Powers Alliance (NJPA)

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: _____

01/14/2014

ATTACHMENT 1

ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT

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

and

**National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 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 19, 2016, and which are subject to annual renewals at the option of both parties.

Whereas: "Vendor" and "NJPA" have entered into an "Acceptance of Bid and IFB Award # FL06-022912-SCD" with a new renewal date of March 20, 2016, a new maturity date of March 19, 2017, and which are subject to annual renewals at the option of both parties.

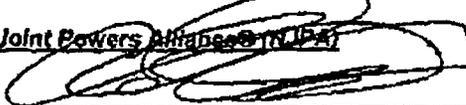
MODIFICATION: EXTENSION OF AGREEMENT

#FL06-022912-SCD	<u>MULTIPLIER</u>
Regular Time	1.2320
Premium Time	1.2906

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract and with the above identified modifications for the period of March 20, 2016 through March 19, 2017.

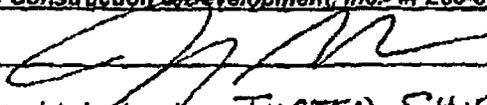
National Joint Powers Alliance® (NJPA)

By: , Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date: 12/18/15

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

By: , Its: _____

Name printed or typed: JUSTEN SHIFF

Date: 12/16/15

If you do not want to extend this contract, please sign below and return this agreement.
Discontinue: We desire to discontinue this contract.

Signature: _____ Date: _____



Detailed Scope of Work

To: Justen Shiff
Shiff Construction & Development, Inc.
1350 NE 56th St -Ste. 100
Fort Lauderdale, FL 33334
9545242575

From: Tammy Good
City of Pompano Beach
100 W ATLANTIC BLVD
POMPANO BEACH, FL
(954) 786-4060

Date Printed: January 14, 2016

Work Order Number: 033606.00

Work Order Title: Pompano Beach Public Safety Ballistic Glass Replace Counter Top and New Finishes

Brief Scope: Pompano BEach Public Safety Ballistic Glass

[] Preliminary

[] Revised

[X] 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.

Remove existing glazing and laminated counter tops. Demo south wall and dividing wall between counters. Frame down header over ADA side to accept ballistic glazing system. Install new bi-level standard granite counter top; 15LF upper and 20LF lower. Re-build new 15' wide wall to the south, finish and paint. Install new door with window. Relocate existing electrical outlets and t-stat to accommodate new drywall. Remove existing acoustical ceiling and install new. Provide and install (4) Norcon amplified speakers. Provide and install (4) recessed deal trays. Install new 2'x2' carpet tiles. Level 3 Protection- Provide all of the above and Level 3 Ballistic Bullet Resistant Glass Assembly and certified installation. Assumes no signed and sealed drawings will be required by Building Department. Include \$5,000.00 Owner Contingency.

Subject to the terms and conditions of JOC Contract FL06-022912-SCD.

[Signature]
Contractor

01-14-16
Date

Owner

Date



Work Order Signature Document

NJPA EZIQC Contract No.: FL06-022912-SCD

New Work Order Modify an Existing Work Order

Work Order Number.: 033606.00 Work Order Date: 01/14/2016

Work Order Title: Pompano Beach Public Safety Ballistic Glass Replace Counter Top and New Finishes

Owner Name: City of Pompano Beach Contractor Name: Shiff Construction & Development, Inc.

Contact: Tammy Good Contact: Justen Shiff

Phone: (954) 786-4060 Phone: 9545242575

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:

Pompano BEach Public Safety Ballistic Glass, replace countertop, and new finishes.

Time of Performance Estimated Start Date: 03/01/2016 Estimated Completion Date: 05/31/2016

Liquidated Damages Will apply: Will not apply:

Work Order Firm Fixed Price: \$45,242.34

Owner Purchase Order Number:

Approvals

Owner _____ Date _____ Contractor  Date 01-14-16

Contractor's Price Proposal - Summary

Date: January 14, 2016

Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 033606.00
Owner PO #:
Title: Pompano Beach Public Safety Ballistic Glass Replace Counter Top and New Finishes
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$45,242.34

Ballistic Glass	\$19,621.54
Ballistic Glass-Accessories	\$7,139.10
Carpeting	\$1,131.26
Contingency	\$5,000.00
Countertops	\$7,012.81
Demolition	\$1,618.96
Dumpsters	\$543.36
Electrical	\$364.65
Framing and Drywall	\$2,501.98
Painting	\$308.68
Proposal Total	\$45,242.34

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

Contractor's Price Proposal - Detail

Date: January 14, 2016

Re: IQC Master Contract #: FL06-022912-SCD
 Work Order #: 033606.00
 Owner PO #:
 Title: Pompano Beach Public Safety Ballistic Glass Replace Counter Top and New Finishes
 Contractor: Shift Construction & Development, Inc.
 Proposal Value: \$45,242.34

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Ballistic Glass					
1	01 22 20 00 0014		HR	GlazierTasks 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.	\$904.28
			Installation	Quantity 24.00 x Unit Price 31.31 x Factor 1.2034 = Total 904.28	
				Addtl labor required for certified installation.	
2	08 51 13 00 0118		SF	>30 SF, 3-1/4" Frame Depth, HC 65, Fixed Aluminum Window (Traco TR-7900)	\$1,670.44
			Installation	Quantity 105.00 x Unit Price 13.22 x Factor 1.2034 = Total 1,670.44	
				Fixed frame for ballistic glass.	
3	08 51 13 00 0163		SF	>15 SF, 2-1/4" Frame Depth, HC 80, Flush, Fixed Over Vent, Projected Aluminum Window (Traco TR-2400/2500)	\$173.11
			Installation	Quantity 0.00 x Unit Price 48.47 x Factor 1.2034 = Total 0.00	
			Demolition	Quantity 105.00 x Unit Price 1.37 x Factor 1.2034 = Total 173.11	
				Demo existing glass window.	
4	08 88 53 00 0019		SF	1.25" Ballistic Resistant Acrylic Glass, Level 1, 7.7 LB/SF	\$16,873.71
			Installation	Quantity 105.00 x Unit Price 124.06 x Factor 1.2034 = Total 15,675.85	
			Demolition	Quantity 105.00 x Unit Price 9.48 x Factor 1.2034 = Total 1,197.86	
				Remove existing glass and install Level 1 bullet proof resistant glass at Intake area.	
Subtotal for Ballistic Glass					\$19,621.54
Ballistic Glass-Accessories					
5	08 56 59 00 0002		EA	Electronic Two-Way Talk-thru Hands-Free Audio Communicator; Haven Model SC-350Communicator is designed for applications where a fire shutter or window shade is present. Two-way communication is accomplished through the use of speakers and micro-phones located on each side of the partition. The Master unit is equipped with a 15" gooseneck microphone, power on/off switch, power-on LED, and external volume controls. The Remote Unit is window-mounted and may incorporate a level 3 bullet-resistive insert.	\$6,716.42
			Installation	Quantity 4.00 x Unit Price 1,293.35 x Factor 1.2034 = Total 6,225.67	
			Demolition	Quantity 4.00 x Unit Price 101.95 x Factor 1.2034 = Total 490.75	
				Install of 4 Norcon TTU amplified speakers. 3 at normal height, 1 at ADA.	
6	11 46 16 00 0017		LF	11" Deep, Tray Slide With 3 Raised Reinforced Ribs And Backing Plate, 316 Stainless Steel Solid Surface, Curved Section	\$422.68
			Installation	Quantity 4.00 x Unit Price 87.81 x Factor 1.2034 = Total 422.68	
				4 recessed dealer trays. 12" wide each.	
Subtotal for Ballistic Glass-Accessories					\$7,139.10
Carpeting					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 033606.00

Work Order Title: Pompano Beach Public Safety Ballistic Glass Replace Counter Top and New Finishes

Carpeting

7	09 68 13 00 0018	SY	22 Ounce, Patterned, Nylon Carpet Tile						\$915.23	
			Installation	Quantity	Unit Price	Factor	=	Total		
				22.00	34.57	1.2034	=	915.23		
			Install carpet squares in new room.							
8	09 68 16 00 0034	SY	24 Ounce, Medium Traffic, Patterned, Nylon Broadloom Carpet						\$216.03	
			Installation	Quantity	Unit Price	Factor	=	Total		
				0.00	24.68	1.2034	=	0.00		
			Demolition	Quantity	Unit Price	Factor	=	Total		
				22.00	8.16	1.2034	=	216.03		
			Remove existing broadloom carpet.							

Subtotal for Carpeting \$1,131.26

Contingency

9	01 22 16 00 0002	EA	Reimbursable Fees						\$5,000.00	
			Reimbursable Fees will be paid to the contractor for the actual cost of all permits, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.							
			Installation	Quantity	Unit Price	Factor	=	Total		
				5,000.00	1.00	1.0000	=	5,000.00		
			\$5,000 Owner contingency.							

Subtotal for Contingency \$5,000.00

Countertops

10	12 35 70 13 0037	LF	25" Self Edge Laminate Countertop With Backsplash						\$7,012.81	
			Installation	Quantity	Unit Price	Factor	=	Total		
				35.00	166.50	1.2034	=	7,012.81		
			Task used for granite top. Shop drawing to be provided to Owner for review and approval.							

Subtotal for Countertops \$7,012.81

Demolition

11	01 22 20 00 0006	HR	CarpenterTasks 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.						\$1,618.96	
			Installation	Quantity	Unit Price	Factor	=	Total		
				36.00	37.37	1.2034	=	1,618.96		
			Labor to provide misc. demo of wall between existing counters and other.(2) @ 2 days; build supporting shelf for countertops.							

Subtotal for Demolition \$1,618.96

Dumpsters

12	01 74 19 00 0013	EA	20 CY Dumpster (3 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$543.36
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	451.52	1.2034	=	543.36	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 033606.00

Work Order Title: Pompano Beach Public Safety Ballistic Glass Replace Counter Top and New Finishes

Subtotal for Dumpsters **\$543.36**

Electrical

13	26 51 13 00 0106	EA	3 T8 Lamps, 2' x 4', Prismatic Lensed, Lay-In/Troffer Fluorescent Fixture		\$364.65
			Quantity	Unit Price	Factor
			2.00	133.32	1.2034
			x	x	=
					Total
					320.87
			2.00	18.19	1.2034
			x	x	=
					43.78
			Remove and install 2 new 2x4 fixtures.		

Subtotal for Electrical **\$364.65**

Framing and Drywall

14	05 12 23 00 0086	TON	4" x 4" Weight Range 10-22 LB/LF Structural Tubing - Square		\$1,253.01
			Quantity	Unit Price	Factor
			0.25	4,164.90	1.2034
			x	x	=
					Total
					1,253.01
			Structural metal framing at south side of intake area to accept ballistic framing. Currently no structural framing above existing glass.		

15	05 12 23 00 0125	TON	1/8" Plate Weight 6.16 LB/SF Connection And Stiffener Plates		\$623.50
			Quantity	Unit Price	Factor
			0.05	10,362.25	1.2034
			x	x	=
					Total
					623.50
			Connection plates for end of structural tubing.		

16	09 22 16 00 0010	SF	3-5/8" Metal Stud Channel, 16" On Center, 20 Gauge, With Tracks And Runners		\$284.30
			Quantity	Unit Price	Factor
			135.00	1.75	1.2034
			x	x	=
					Total
					284.30
			New metal stud wall. 15'w, 9'H		

17	09 29 00 00 0006	SF	5/8" Gypsum Board		\$243.69
			Quantity	Unit Price	Factor
			270.00	0.75	1.2034
			x	x	=
					Total
					243.69

18	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High		\$97.48
			Quantity	Unit Price	Factor
			270.00	0.30	1.2034
			x	x	=
					Total
					97.48
			Finish new 15' wide wall, 2 sides		

Subtotal for Framing and Drywall **\$2,501.98**

Painting

19	09 91 23 00 0060	SF	Paint Interior Plaster/Drywall, 2 Coats Paint, Brush		\$214.45
			Quantity	Unit Price	Factor
			270.00	0.66	1.2034
			x	x	=
					Total
					214.45
			Paint new 15' wall, both sides.		

20	09 91 23 00 0062	SF	Paint Interior Plaster/Drywall, 1 Coat Primer, Brush/Roller Work		\$94.23
			Quantity	Unit Price	Factor
			270.00	0.29	1.2034
			x	x	=
					Total
					94.23
			Prime new wall		

Subtotal for Painting **\$308.68**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 033606.00

Work Order Title: Pompano Beach Public Safety Ballistic Glass Replace Counter Top and New Finishes

Proposal Total

\$45,242.34

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 14, 2016

Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 033606.00
Owner PO #:
Title: Pompano Beach Public Safety Ballistic Glass Replace Counter Top and New Finishes
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$45,242.34

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00



CERTIFICATE OF LIABILITY INSURANCE

SHIFF-1

OP ID: DL

DATE (MM/DD/YYYY)
11/24/2015

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).

PRODUCER Lanza Insurance Agency Inc. 9800 W Sample Road - Ste 300 Coral Springs, FL 33065 Diana Lanza Schott		CONTACT NAME: Diana Lanza Schott PHONE (A/C, No, Ext): 954-825-0424 FAX (A/C, No): E-MAIL ADDRESS: Diana@Lanzains.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Starr Indemnity & Liability Co	
		INSURER B: Progressive Express Ins. Co.	
		INSURER C: Torus National Insurance Co	
		INSURER D: Travelers Ins Co	
		INSURER E:	
		INSURER F:	

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	ADDL SUBR (INS2, HW2)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	SLPG-GL02409-01	04/04/2015	04/04/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		06427311-7	05/07/2015	05/07/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$		74031N150ALI	05/04/2015	04/04/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	7075705A	07/24/2015	07/24/2016	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Carpentry Interior Renovation and commercial build outs
 Certificate holder is listed as an additional insured as required by written contract
 Jonathan.Nasser@copbfl.com

APPROVED
RISK MANAGEMENT
 DATE: 2/3/16
 BY: E. Beecher, Risk Mgr

CERTIFICATE HOLDER POMPANO City of Pompano Beach Purchasing Department 1190 N.E. 3rd Avenue, Bldg C Pompano, FL 33060	CANCELLATION 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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