



**CITY OF TAMARAC
NOTICE OF WORKSHOP MEETING
CITY COMMISSION OF TAMARAC, FL
City Hall - Conference Room 105
February 10, 2014**

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Mayor Harry Dressler

1. TR12443 - Award of RFP 13-17R to Safe Air Corporation for the Tamarac Vehicle Exhaust System Project

Item No. 6 (d) on the Consent Agenda. (TR12443) A Resolution of the City Commission of the City of Tamarac, Florida, awarding RFP 13-17R to and approving an Agreement with Safe Air Corporation for the Tamarac Vehicle Exhaust System Project in accordance with RFP 13-17R for a contract amount \$120,389.59; a contingency in the amount of \$18,058.00 will be added to the project account, for a total project budget of \$138,447.59; authorizing an expenditure from the appropriate accounts; authorizing budget amendments for proper accounting purposes; providing for conflicts; providing for severability; and providing for an effective date. - ***Assistant Public Works Director John Doherty, Assistant Chief Percy Sayles and Purchasing/Contracts Manager Keith Glatz***

2. TR12446 - Award of Bid 13-24B for the Parks & Recreation Administration Building Roof Improvement

Item No. 6 (f) on the Consent Agenda. (TR12446) A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 13-24B to and approving an Agreement with Therma Seal Roof Systems, LLC. for the replacement of the roofing system at the Parks and Recreation Administration Building located at 6001 Nob Hill Road, in accordance with Bid No. 13-24B for a contract amount of \$120,010, a contingency in an amount of \$18,001, will be added to the project for a total project budget of \$138,011; authorizing an expenditure from the appropriate accounts; authorizing budget amendments as needed for proper accounting purposes; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain and Purchasing/Contracts Manager Keith Glatz***

3. Corridor Study Update

Corridor Study Update - ***Community Development Director Maxine Calloway***

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled

person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.

A handwritten signature in blue ink that reads "Patricia Teufel". The signature is written in a cursive, flowing style.

Patricia Teufel, CMC
City Clerk



Title - 9:30 a.m.

9:30 a.m.

ATTACHMENTS:

Name:

Description:

No Attachments Available



Title - Mayor Harry Dressler

Mayor Harry Dressler

ATTACHMENTS:

Name:

Description:

No Attachments Available



Title - TR12443 - Award of RFP 13-17R to Safe Air Corporation for the Tamarac Vehicle Exhaust System Project

Item No. 6 (d) on the Consent Agenda. (TR12443) A Resolution of the City Commission of the City of Tamarac, Florida, awarding RFP 13-17R to and approving an Agreement with Safe Air Corporation for the Tamarac Vehicle Exhaust System Project in accordance with RFP 13-17R for a contract amount \$120,389.59; a contingency in the amount of \$18,058.00 will be added to the project account, for a total project budget of \$138,447.59; authorizing an expenditure from the appropriate accounts; authorizing budget amendments for proper accounting purposes; providing for conflicts; providing for severability; and providing for an effective date.

- Assistant Public Works Director John Doherty, Assistant Chief Percy Sayles and Purchasing/Contracts Manager Keith Glatz

ATTACHMENTS:

Name:

Description:

[TR_12443_SIGNED_MEMO.pdf](#)

TR 12443 MEMO

[TR_12443- RESO - Exhaust Installation R13-17R.doc](#)

TR_12443-_RESO_-_Exhaust_Installation_R13-17R

[Ex_1_13-17R_Evaluation_Total_Worksheet.pdf](#)

TR 12443 EX 1

[Ex_2_SAFE_AIR_CORP_AGREEMENT.pdf](#)

TR 12443 EX 2

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT**

TO: Mike C. Cernech, City Manager

DATE: January 22, 2014

**THRU: Jack Strain, Public Services
Director**

JS

**FROM: Troy Gies, Budget and Contracts
Manager**

**RE: Temp. Reso. #12443 – Award of
RFP No. 13-17R for Tamarac
Vehicle Exhaust System Project
– City Commission Meeting of
February 12, 2014**

Recommendation:

The Director of Public Services recommends the award of RFP No. 13-17R for the Tamarac Vehicle Exhaust System Project at Fire Station No. 15, Fire Station No. 41, and the Fleet Maintenance Facility and execution of an Agreement with Safe Air Corporation at a contract cost of \$120,389.59, a contingency in the amount of \$18,058.00 (15%) will be added to the Project for a Total Project Budget of \$138,447.59; and that this item be placed on the February 12, 2014 Commission Agenda.

Issue:

Award of RFP 13-17R and execution of an Agreement between the City of Tamarac and Safe Air Corporation for the installation of the Tamarac Vehicle Exhaust System Project at Fire Station No. 15, Fire Station No. 41, and the Fleet Maintenance Facility.

Background:

The City of Tamarac, per Strategic Goal Number 3 “A Dynamic Organizational Culture”, is committed to providing City employees with the tools and equipment needed to do their jobs effectively and to ensure a safe work environment.

The City of Tamarac staff have identified three locations where employees are either responsible for vehicle maintenance and/or are required to be in an enclosed location with running vehicles. These locations are:

- Fire Station No. 41 located at 7501 NW 88th Avenue;
- Fire Station No. 15 located at 6000 Hiatus Road; and
- Fleet Maintenance Facility located at 6011 Nob Hill Road.

Per RFP 13-17R, the proposed installation of the vehicle exhaust systems will meet all relevant codes and regulatory requirements including, but not limited to, The South Florida Building Code; City of Tamarac Code of Ordinances; City of Tamarac Engineering and Building Department Requirements; Broward County Code of Ordinances; NFPA 91 - Standard for Exhaust Systems for Air Conveying of Vapors, Gases, Mists, and Noncombustible Particulate Solids; and the Occupational Safety and Health Administration (OSHA) requirements.

On June 16, 2013, the City published RFP No. 13-17R for Tamarac Vehicle Exhaust System Project. The City received three (3) submittals. An Evaluation Committee facilitated by the Purchasing and Contracts Manager and comprised of the Assistant Fire Chief—Operations, Asst. Director of Public Works/City Engineer, Public Works Operations Manager, Fleet Supervisor, and Management & Budget Analyst II, reviewed and evaluated the submittals. The total evaluation score and subsequent ranking is summarized below; for a detailed evaluation, see Exhibit 1 to Temporary Resolution No. 12443.

Vendor	Total Evaluation Score	Ranking
Safe Air Corporation	434.55	1
Clean Air Concepts	432.40	2
Air Vacuum Corporation	366.50	3

Per RFP 13-17R, the evaluation of the proposals included the following areas:

- Quality of Response;
- Services to be Provided;
- Qualification of the Proposer / Expertise; and
- Cost

Upon evaluation of the proposals, the Evaluation Committee determined that Safe Air Corporation was the highest ranked firm. Per RFP 13-17R, the Evaluation Committee recommended that an Agreement be approved and executed between the City of Tamarac and Safe Air Corporation for the Tamarac Vehicle Exhaust System Project.

Project Summary

Per Bid No. 13-17R, the contractor will propose, purchase, and install vehicle exhaust systems for three (3) separate building locations in the City of Tamarac utilizing and incorporating the Scope of Work and the Price Proposal per the proposed Agreement (see Exhibit 2 to Temporary Resolution No. 12443).

Agreement Summary

The Agreement requires work to be substantially completed within 120 calendar days from the Notice to Proceed. The contract cost is not to exceed \$120,389.59, a contingency in the amount of \$18,058.00 (15%) will be added to the Project for a Total Project Budget of \$138,447.59.

Fiscal Impact:

The budgeted funding for this project exists in Project Number FR13A, Accounts 301-9000-522.64-01 and 310-9000-522.64-01 with an available balance of \$159,892 as of January 22, 2014. Therefore, sufficient funding exists for the project.

Per Bid 13-17B, the contract amount not to exceed \$120,389.59, a contingency in the amount of \$18,058.00 (15% of the contract cost) will be added to the project account, for a total project budget of \$138,447.59. Although no significant issues are anticipated, the contingency is reasonable considering the nature of the project, and occurring at multiple locations. The construction may result in work beyond the original scope and the contingency would allow for the timely and safe conclusion of the project. Expenditure of the contingency would require approval of the City Manager.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED RFP 13-17R TO AND APPROVING AN AGREEMENT WITH SAFE AIR CORPORATION FOR THE TAMARAC VEHICLE EXHAUST SYSTEM PROJECT IN ACCORDANCE WITH RFP 13-17R FOR A CONTRACT IN THE AMOUNT OF \$120,389.59; A CONTINGENCY IN THE AMOUNT OF \$18,058.00 WILL BE ADDED TO THE PROJECT ACCOUNT, FOR A TOTAL PROJECT BUDGET OF \$138,447.59; AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; AUTHORIZING BUDGET AMENDMENTS FOR PROPER ACCOUNTING PURPOSES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is responsible for maintaining and operating a fleet of vehicles and fire equipment; and

WHEREAS, the City of Tamarac is committed to the safety and well-being of City employees; and

WHEREAS, it has been determined that the vehicle exhaust systems at Fire Station No. 15 located at 6000 Hiatus Road, Fire Station No. 41 located at 7501 NW 88th Avenue, and the Fleet Maintenance Facility located at 6011 Nob Hill Road require improvements; and

WHEREAS, on June 16, 2013 the City published RFP No. 13-17R for Tamarac Vehicle Exhaust System Project, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, the City received and opened three (3) submittals, and an Evaluation Committee, facilitated by the Purchasing and Contracts Manager and

comprised of the of the Assistant Fire Chief--Operations, Asst. Director of Public Works/
City Engineer, Public Works Operations Manager, Fleet Supervisor, and Management &
Budget Analyst II, reviewed and evaluated the submittals; and

WHEREAS, the Evaluation Committee evaluated the submittals per RFP 13-17R
and subsequently ranked the submittals based on the total scores, a copy of the
Evaluation Tabulation is hereto attached as Exhibit 1; and

WHEREAS, based upon the Evaluation Scores, the top ranked firm is Safe Air
Corporation; and

WHEREAS, the Director of Public Services and the Purchasing and Contracts
Manager recommend the City of Tamarac execute an Agreement with Safe Air
Corporation for the Tamarac Vehicle Exhaust System Project; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the
best interest of the citizens and residents of the City of Tamarac to execute an
Agreement with Safe Air Corporation for the Tamarac Vehicle Exhaust System Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and
confirmed as being true and correct and are hereby made a specific part of this
Resolution upon adoption hereof. All Exhibits attached hereto are incorporated herein
and made a specific part of this resolution.

SECTION 2: The City Commission HEREBY awards RFP No. 13-17R to
Safe Air Corporation, and approves an Agreement between the City of Tamarac and

Safe Air Corporation (“The Agreement”), and the appropriate City officials are hereby authorized to execute the Agreement, hereto attached as “Exhibit 2”, respectively, for the Tamarac Vehicle Exhaust System Project.

SECTION 3: An expenditure for a contract amount of \$120,389.59; a contingency in the amount of \$18,058.00 will be added to the project account, for a total project budget of \$138,447.59 for said purpose is hereby approved.

SECTION 4: Funding for the Tamarac Vehicle Exhaust System Project for a contract amount of \$120,389.59; a contingency in the amount of \$18,058.00 will be added to the project account, for a total project budget of \$138,447.59, which is available in Project Number FR13A in the Capital Equipment Fund and the General Capital Project Fund.

SECTION 5: The City Manager, or his designee, are hereby authorized to make changes, issue change orders in accordance with section 6-147 (j) of the City Code, and close the contract award including, but not limited to making final payment within the terms and conditions of the contract and within the contract price.

SECTION 6: All budget amendments for proper accounting purposes are hereby authorized.

SECTION 7: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 9: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2014.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have approved this RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY

VEHICLE EXHAUST SYSTEMS
Committee Evaluation Totals

Proposer's Name:	Air Vacuum Corp.	Clean Air Concepts	Safe Air Corp.
No Conflict of Interest	x	x	x
Proposed Cost	\$79,561	\$98,593.05	\$98,161
Quality of Response (Max 20 points)			
Assistant Fire Chief, Operations	15	16	20
Asst. Director of PS/PW - City Engineer	12	17	15
Operations Mgr, PS/PW	12	20	20
Fleet Superintendent	12	17	15
Management & Budget Analyst II	17	17.5	20
Services to Be Provided (Max 30 points)			
Assistant Fire Chief, Operations	15	20	30
Asst. Director of PS/PW - City Engineer	18	28	22
Operations Mgr, PS/PW	20	29	25
Fleet Superintendent	23	26	23
Management & Budget Analyst II	26	30	28.5
Qualifications of the Proposer/Expertise (Max 30 points)			
Assistant Fire Chief, Operations	15	25	30
Asst. Director of PS/PW - City Engineer	22	25	25
Operations Mgr, PS/PW	15	30	25
Fleet Superintendent	18	25	25
Management & Budget Analyst II	26.5	26.2	30
Cost (Price) (Max 20 points)			
Assistant Fire Chief, Operations	20	16.14	16.21
Asst. Director of PS/PW - City Engineer	20	16.14	16.21
Operations Mgr, PS/PW	20	16.14	16.21
Fleet Superintendent	20	16.14	16.21
Management & Budget Analyst II	20	16.14	16.21
TOTAL POINTS			
Assistant Fire Chief, Operations	65	77.14	96.21
Asst. Director of PS/PW - City Engineer	72	86.14	78.21
Operations Mgr, PS/PW	67	95.14	86.21
Fleet Superintendent	73	84.14	79.21
Management & Budget Analyst II	89.5	89.84	94.71
	366.5	432.4	434.55
TOTAL RANKING			
	3	2	1

AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
SAFE AIR CORPORATION

THIS AGREEMENT is made and entered into this ___ day of _____, 2014 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Safe Air Corporation, a Florida corporation with principal offices located at 850 S. Tamiami Trail, Sarasota, FL 34230 (the "Contractor") to provide and install vehicle exhaust systems at Fire Station No. 15, Fire Station No. 41, and the Public Services Fleet Services Maintenance Building, Tamarac, FL.

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, RFP Document No. 13-17R, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), Scope of Work, all addenda, the Contractor's RFP original proposal plus proposal addendums No. 4085 and 4107 dated 10/23/2013 and 11/15/2013 respectively (Exhibit 1), 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 as if attached to this Agreement or repeated therein. In the event that there is a conflict between 13-17R as issued by City, and Contractor's Proposal, 13-17R as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Document, this Agreement shall prevail.

2) The Work

- 2.1.** The Contractor shall perform all work for the City required by the contract documents as set forth below:
- 2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents.
- 2.1.2** 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.

2.1.3 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.

2.1.4 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

3.1. Contractor shall obtain at Contractor's expense all necessary Insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk, 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 and Safety Manager certificates of all Insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. 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 and Substantial Completion

4.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be substantially completed within (120) calendar days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final payment.

4.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by City in accordance with the Schedule included in

the Contract Documents. In the event any delays in the pre-construction or construction portion of work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or otherwise outside of control of either party hereto, then the parties shall agree on an equitable extension of time for substantial completion hereunder and any resulting increase in general condition costs.

5) Contract Sum

The Contract Sum for the above work is One Hundred Twenty Thousand Three Hundred Eighty Nine Dollars and fifty-nine cents (\$120,389.59).

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Remedies

- 7.1 Damages:** The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
- 7.2 Correction of Work:** If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8) Change Orders

- 8.1** Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall

include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

- 8.2** The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.
- 8.3** The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.
- 8.4** The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.
- 8.5** Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.
- 8.6** Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.
- 8.7** In the event satisfactory adjustment cannot be reached by City and Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall

be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

9) No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) 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. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11) Warranty

Contractor shall provide a Limited Life Time Warranty for all air cleaners, blowers, hose reels, and controls providing the equipment is being maintained in

accordance with Safe Air/Maintenance procedures and that replacement filters are provided by Safe Air Corporation or approved OEM Supplier except for equipment failure due to misuse, abuse, or acts of nature such as electrical or storm damage.

12) Indemnification

- 12.1** 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 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 hereof.
- 12.2** 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.
- 12.3** The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

13) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions

of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

14) 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.

15) 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.

16) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

City Manager
 City of Tamarac
 7525 N.W. 88th Avenue
 Tamarac, FL 33321

With a copy to the City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Blvd., Suite 200
 Fort Lauderdale, FL 33308

CONTRACTOR:
 Safe Air Corporation.
 850 S. Tamiami Trail
 Sarasota, FL 34230
 (941) 955-0911

17) Termination

- 17.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- 17.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

Public Records

- 18.1** The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- 18.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - 18.1.2 Provide the public with access to such public records on the same terms as that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - 18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - 18.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, 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. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- 18.2** The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 17, "Termination", herein.

19) 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 Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

20) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

21) 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.

22) 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 extent of such prohibition or unenforceability without invalidating remaining provisions hereof or affecting 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.

23) Uncontrollable Circumstances

- 23.1** Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 23.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

24) 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.

25) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

26) Contingent Fees

Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

Balance of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President duly authorized to execute same.

CITY OF TAMARAC

Beth Talabisco, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Date

Patricia A. Teufel, CMC
City Clerk

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

SAFE AIR CORP.
Company Name

Signature of Corporate Secretary

Signature of President

Wayne A. Lutz
Type/Print Name of Corporate Secy.

Laura J. Lutz
Type/Print Name of President

(CORPORATE SEAL)

Date

Safe Air Corporation

Air Filtration & Environmental Products

July 24, 2013

City of Tamarac
Purchasing & Contracts Division
Room 108 Attn: J. Nicotra
7525 NW 88th Avenue
Tamarac, FL 33321

Subject: RFP-13-17R/Vehicle Exhaust System Project

We would like to thank you for the opportunity to work with City of Tamarac in a continued effort to protect your County fire fighters and personnel from the carcinogenic effects of vehicle exhaust emissions in your fire stations.

We are confident that we can play a continued and critical role in providing you with a user friendly turn key solution that will be a valuable part of your Department's Health and Safety Plan for years to come.

Safe Air Corp has been designing, installing and servicing air filtration and environmental systems for over fifteen years. As owner, I have 35 plus years of personal experience in the industry. I started at the age of 16 in a family company called Anti-Pollution Equipment Corp. where I started as a service technician and later moved up to co-owner. In the late 80's I co-founded PlymoVent Corporation and was instrumental in the design and development of the Fire Vehicle Exhaust Extraction market in the U.S.

Safe Air Corp's qualifications are second to none. We have installed more vehicle exhaust extraction systems in Florida fire stations than any other manufacturer or dealer in the state; our systems are still in service after nearly two decades. We have provided local fire department references as you requested but have many more if you would like them to be made available. We'd like to invite you to visit Margate FD in Broward County to witness firsthand the quality and workmanship of the same system that we would be providing your Dept.

Safe Air Corp is the exclusive dealer for Airflow System in the State of Florida and has fully trained service personnel and will have a parts depot located in Hollywood, Florida to service your equipment and filter needs. We will provide on-site service to your stations when needed. Safe Air Corp. will provide a limited life time warranty on your system as long as the original equipment replacement filters are utilized. Safe Air Corp. will be providing in this bid our new state of the art service dispatch system which will remotely monitor the operation of your central ventilation system and will give both Safe Air Corp and the Fire Dept. notification of when service is needed. This control system

monitors critical functions such as loss of power, dirty filter, fire alarm, and three other custom tailored alarms.

The City of Tamarac area has special code requirements that Safe Air Corp. has worked with many times. The drawings are produced and sealed by a Florida State licensed professional engineer. This alliance allows us to work with your County building dept. in a more efficient manner to expedite the permit process. Safe Air Corp.'s building contractor number is CBC#1256765 and is a MBE Corporation in good standing. Please see business qualifications and certificates in Tab 1. All other qualifications related to companies or products can be seen in enclosed tabs.

Safe Air Corp. has never had any litigations or unresolvable disputes. Our ability to communicate with our customers and our ability to meet specific deadlines with quality products and services eliminates conflicts and misunderstandings.

In closing, we would like the opportunity to meet with the evaluation committee to allow us an oral presentation of our proposal at which time we will bring in samples of our equipment which will include the air cleaners/hose reel system to be provided, electrical controllers and the auto dispatch system. Also, we will have for your questioning the key members of Safe Air Corp. and its subcontracting principals. We look forward to working with City of Tamarac in a growing relationship of a mutual benefit. Thank you for the opportunity to serve you.

Sincerely,

Wayne A. Lutz
CEO/V.P. of Sales

P.O. Box 3077 Sarasota Florida 34230-3077
Email: safeair@monmouth.com
800-798-8820

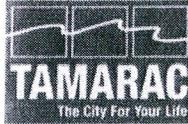


P.O. Box 3077
Sarasota, FL 34230-3077
Ph: 941-955-0911 Fax: 941-955-0910
info@safeairco.com

Project Approach and Management

Safe Air Corp is very familiar with providing the scope of work and services that the City of Tamarac requires. Our many years of experience allow us to efficiently manage all aspects of the project. The following is a project walk thru that will outline the milestone and the completion of the project.

- 1. Pre-Project Conference – Safe Air Corp will hold a pre-project conference that will include all installation and project managing personnel that will be utilized on the project along with all responsible parties of the City of Tamarac. This pre-project meeting will outline in detail the specific stations that the county wishes to start with along with any details, which may be pertinent to their installation and or interruption of power if applicable to install upgraded electrical service.**
- 2. Station Demolition/Installation Timeline – It will require approx. one week for mobilization, demolition and removal from site of existing system in Station 15 & 41. It will require approx. one week to install each station. This includes the mounting of the air cleaners, service or upgrading of existing exhaust systems and the installation of the electrical systems. The timeline for all stations to be complete would be approx. 6 weeks if we utilize only one installation team. If a more aggressive installation schedule is required, Safe Air Corp. can mobilize two installation teams to meet earlier completion.**
- 3. Start-up- Safe Air will provide a start-up and inspection to this project where members of the City of Tamarac will complete a job walk thru to approve final inspection and testing of the installed system. A checklist will be provided for final approval and sign off of completion.**
- 4. Filter Maintenance – Safe Air will provide a filter change out service which will consist of the replacement of pre-filters three times a year, replacement of primary HEPA filters and activated carbon filters once a year. This filter change out will be monitored by the Safe Air Corp auto dispatch system. The auto dispatch system will enhance the value and quality of service we provide while reducing the counties cost of ownership for this system.**



City of Tamarac

Purchasing and Contracts Division

**PRICE PROPOSAL FORM
RFP 13-17R
TAMARAC VEHICLE EXHAUST SYSTEM PROJECT**

The Proposer, hereby declares that he or she has carefully examined and understands the Scope of Work and instructions contained herein, and does hereby agree to furnish all labor, materials, tools, supervision, equipment, mobilization, and to sustain all expenses incurred in performing the work, including required insurance and bonding, if applicable. In the event of latent mathematical errors, Proposer recognizes these are clerical errors and may be corrected by Owner.

Modification of this Price Proposal Form or use of another type Proposal Form by Contractor other than the information requesting below, shall not be accepted.

NOT TO EXCEED COST FLEET MAINTENANCE

\$ 17,663. —

NOT TO EXCEED COST – FIRE STATION NO. 41

\$ 38,936. —

NOT TO EXCEED COST – FIRE STATION NO. 15

\$ 41,562. —

GRAND TOTAL FOR (3) FACILITIES \$ 98,161. —

SUBMITTED BY:

Company Name: SAFE AIR CORPORATIONAddress: PO Box 3077City: SARASOTA State: FL Zip: 34230-3077Email: HUTZ @ SAFEAIRCO.COM

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?

 Yes No

NOTE: To be considered eligible for award, one (1) original of this Proposal Form must be submitted with the Proposal.



Quotation

Proposal Date: 10/23/2013
Proposal: #4085

Bill To:

City of Tamarac
 7525 NW 88th Avenue
 Tamarac, FL 33321

Terms REP
 Net 30 RB
FOB
 Columbus OH

Attn: Jim Nicotra 954-597-3570

Item	Description	Qty.	Rate	Total
EQUIP/INSTALL	Project : Tamarac RFP 13-17R- Provide option to base bid for equipment and installation of Airflow Systems air cleaning devices in Fleet Maintenance Facility bays located at 6011 Nob Hill Road (2) AF-FHAC-2500-240 Airflow Air Cleaner for fire station- 2500 cfm 1hp 240V MERV 11/16/CP (2) KF-102-700-031 Koch Filter XLB-SC Multi Pleat Extended 24"x24"x4" MERV-8 (2) KF-111-600-101 Koch Filter Dura Max 4V high capacity mini pleat filter 24"x24"x12" MERV-15 (2) KF-111-801-001 Koch Filter Durapure extended surface carbon filter 24"x24"x12" (1) SA-WD-4E-UL SafeAir Master Fan Controller 120vac/1ph (1) SA-WD-EMD SafeAir Email Dialer for Internet Alarms (4) SA-WD-VTK-2 SafeAir Vehicle Transmitter kit for wireless vehicle start of system - lighter plug style (1) SA-WD-SLH SafeAir Strobe Light Horn for gas detection system (yellow/red /94 db horn (1) SA-WD-FAR SafeAir Alarm Relay for smoke alarm and shutdown of fans (4) SA-WD-EFRS Exhaust Fan Relay Switch for starting of exhaust fans 120-240 vac 1ph up to 2 hp (1) HA-1309A0042 ES Point Toxic Gas Monitor Base Unit 24 AC/DC for WD-4E-UL All necessary ductwork All necessary mechanical installation All necessary electrical connection All necessary hardware All inbound freight	1	20,254.00	20,254.00
	<i>If tax exempt, please provide tax exemption certification. Thank you.</i>	Total		\$20,254.00
PO Box 3077 Sarasota, FL 34230-3077 PH: 941-955-0911 Fax: 941-955-0910 (800)798-8820 info@safeairco.com				



Quotation

Proposal Date: 11/15/2013
Proposal: 4107

Bill To:

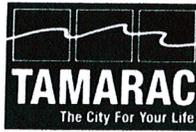
City of Tamarac
 7525 NW 88th Avenue
 Tamarac, FL 33321

Terms **REP**
 Net 30 **RB**
FOB
 Dallas TX

Attn: Jim Nicotra 954-597-3570

Item	Description	Qty.	Rate	Total
AF-1000-D	1000 cfm above ceiling air cleaner. Includes 2" polyester prefilter, 95% main filter (39 sq.ft.), 1/2" charcoal after-filter, ODOR/EX deodorizer cartridge, 1/2 Hp motor, 115/1/60Hz (7.4 amps), 2 speed wall switch, (1) 1/2 dia.outlet, and (2) 8" dia.inlets. Preferred Customer Discount	1	2,468.24	2,468.24
DISC-PC			-20.00%	-493.65
<p style="text-align: center;"><i>If tax exempt, please provide tax exemption certification. Thank you.</i></p>		Total		\$1,974.59

PO Box 3077 Sarasota, FL 34230-3077
 PH: 941-955-0911 Fax: 941-955-0910
 (800)798-8820 info@safeairco.com



PROPOSAL CHECKLIST

BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU...

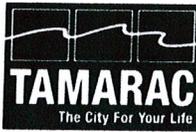
1. Carefully read the General Terms & Conditions, Special Conditions and the General Requirements.
2. Provide a **Technical Proposal**
3. Return **Price Proposal Form** (Use of a Price Proposal Form other than the Form contained herein, may be grounds for submittal rejection).
4. Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
5. Sign the **Certification** page. **Failure to do so will result in your Bid being deemed non-responsive.**
6. Fill out the **Offeror's Qualification Statement and Reference Form.**
7. Sign the **Vendor Drug Free Workplace Form.**
8. Fill out and detail information the **List of Sub-Contractors Form**
9. Fill out and sign the **Certified Resolution.**
10. Include all necessary **Financial Statements**
11. **Include Proof of Insurance.**
12. Provide **any additional documentation requested** within this RFI Document.
13. Provide copy of appropriate **License(s)** to perform the work.
14. Fill out and return the **Trench Safety Form**, if applicable.
15. **Submit ONE (1) Original AND the number of copies requested in the Proposal Instructions. Clearly mark the sealed container with the PROPOSAL NUMBER AND PROPOSAL NAME on the outside of the package.**

Make sure your Proposal is submitted PRIOR to the deadline.

Late Proposals will not be accepted.

Failure to provide the requested attachments may result in your proposal being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR PROPOSAL



REFERENCES

Please provide at least three (3) references for organizations or government agencies with which you have completed similar size and scope projects.

Your Company Name

SAFE AIR CORPORATION

Address

PO Box 3077

City State Zip

SARASOTA FL 34230-3077

Phone/Fax

941-955-0911

E-mail

941-955-0910

Agency/Firm Name:

MARGATE FIRE DEPT

Address

600 ROCK ISLAND RD

City State Zip

MARGATE FL 32063

Phone/Fax

954-971-7010 Fx: 954-971-4561

Contact Name

CHIEF DONAHUE (RICK)

Agency/Firm Name:

Miami Beach Fire Dept.

Address

2300 PINE TREE DRIVE

City State Zip

MIAMI BEACH FL 33139

Phone/Fax

305-604-6304 Fx: 305-673-7366

Contact Name

GIL SANTIAGO - Manager Fleet Facility

Agency/Firm Name:

Boca Raton Fire Dept.

Address

800 BANYAN TRAIL

City State Zip

BOCA RATON FL 33431

Phone/Fax

561-239-1099 Fx: 561-982-4050

Contact Name

MIKE GERGORA - ASST. CHIEF LOGISTICS

Agency/Firm Name:

Hollywood Fire Dept

Address

3400 NORTH 56th AVE

City State Zip

Hollywood FL 33021

Phone/Fax

954-967-4256 954-967-4253

Contact Name

TOM GALLO - Manager Fleet Facility

Agency/Firm Name:

First Vehicles Services

Address

6915 SW 45th ST

City State Zip

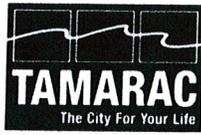
DAVIE FL 33314

Phone/Fax

954-797-1249 Fx: 954-410-2200

Contact Name

MARC SIEGEL - General MGR.



CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposals.

Indicate which type of organization below:

INDIVIDUAL PARTNERSHIP CORPORATION OTHER

If "Other", Explain: _____

Laura Lotz
Authorized Signature

SAFE AIR CORPORATION
Company Name

Laura Lotz
Typed/Printed Name

Po Box 3077
Address

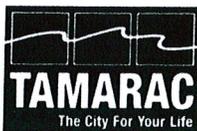
941-955-0911
Telephone

SARASOTA FL 34230-3077
City, State, ZIP

941-955-0910
Fax

65-0686604
Federal Tax ID Number

l10tz@safeairco.com
Email address for above signer (if any)



CERTIFIED RESOLUTION

I, WAYNE A. LUTZ (Name), the duly elected Secretary of SAFE AIR CORP. (Corporate Title), a corporation organized and existing under the laws of the State of FLORIDA, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT WAYNE A. LUTZ (Name)", the duly elected SECRETARY / CEO (Title of Officer) of SAFE AIR CORP. (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
<u>Laura Lutz</u>	<u>Pres</u>	<u>[Signature]</u>
<u>WAYNE A LUTZ</u>	<u>SEC</u>	<u>[Signature]</u>

Given under my hand and the Seal of the said corporation this 23 day of July, 2013

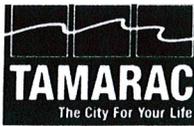
(SEAL)

By: [Signature]
Secretary

CEO / SECRETARY
Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.



OFFEROR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Tamarac
Purchasing and Contracts Manager
7525 NW 88th Avenue
Tamarac, Florida 33321

Submitted By: Laura Lutz
Name: SAFE AIR CORPORATION
Address: PO Box 3077
City, State, Zip: SARASOTA FL 34236-3077
Telephone No.: 941-955-0911
Fax No.: 941-955-0910

Check One

- Corporation (checked)
Partnership
Individual
Other

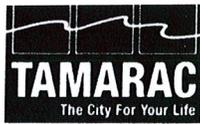
State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: SAFE AIR CORPORATION

The address of the principal place of business is: 850 S. TAMiami TRAIL
SARASOTA, FL 34236

1. If Offeror is a corporation, answer the following:

- a) Date of Incorporation: 8-15-1996
b) State of Incorporation: Florida
c) President's name: Laura J Lutz
d) Vice President's name:
e) Secretary's name: WAYNE A LUTZ
f) Treasurer's name: WAYNE A LUTZ
g) Name and address of Resident Agent: Roberto Betancourt
3425 S. Lake Dr Miami FL 33155



2. If Offeror is an individual or a partnership, answer the following:

h) Date of organization: _____

i) Name, address and ownership units of all partners:

j) State whether general or limited partnership: _____

3. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

4. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

5. How many years has your organization been in business under its present business name? 17 years

a) Under what other former names has your organization operated?

DBA / Plymovent of Florida

6. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

CBC 1256765 STATE OF FLORIDA CONTRACTOR LICENSE
4002410043218 SARASOTA COUNTY LOCAL BUSINESS LICENSE
19-007608 CITY OF SARASOTA LOCAL BUSINESS LICENSE

7. Have you personally inspected the site of the proposed work?

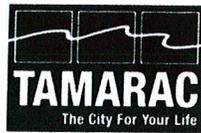
YES NO

8. Do you have a complete set of documents, including drawings and addenda?

YES NO

9. Did you attend the Pre-Proposal Conference if any such conference was held?

YES NO



10. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

No

11. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed and to which you refer (government owners are preferred as references).

Name	Address	Telephone
Chief Donahue		
MIKE Gregora - Chief		
Gil Santiago		

12. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Wayne Lutz - 42 years experience in Air Filtration and environmental systems

Roberto Betancourt - 20 years experience in construction engineering.

13. State the name of the individual who will have personal supervision of the work:

Wayne Lutz and Roberto Betancourt

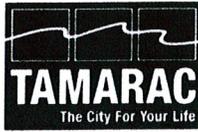
14. State the name and address of attorney, if any, for the business of the Offeror:

15. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:

Wayne Lutz 49
Laura Lutz 51

16. State the names, addresses and the type of business of all firms that are partially or wholly owned by Offeror:

SAFE AIR Corp. Sarasota Florida
SAFE AIR Corp - NJ Manasquan NJ



City of Tamarac

Purchasing and Contracts Division

The Offeror acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Offeror to be true. The discovery of any omission or misstatement that materially affects the Offeror's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

[Handwritten Signature]
Signature

ACKNOWLEDGEMENT

OFFEROR'S QUALIFICATION STATEMENT

State of New Jersey
County of Monmouth

On this the 24 day of July, 2013, before me, the undersigned Notary Public of the State of Florida, personally appeared

Laura Lutz and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

[Handwritten Signature]
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

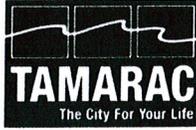
Touron Clayton
Notary Public
New Jersey
My Commission Expires 5-9-2017
No. 2420591

Touron Clayton
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

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



NON-COLLUSIVE AFFIDAVIT

State of N.J.)

)ss.

County of Monmouth)

Laura Lotz of Safe Air Corp being first duly sworn,
deposes and says that:

1. He/she is the President / owner (Owner, Partner, Officer, Representative or Agent) of SAFE AIR CORP., the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]

Witness

Witness

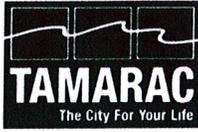
By [Signature]

Laura Lotz

Printed Name

Pres.

Title



ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT

State of ~~Florida~~ ^{New Jersey}
County of Monmouth

On this the 24 day of July, 2013, before me, the undersigned Notary Public of the State of Florida, personally appeared

Keena Letz-Lavakatz and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

Nicholas Stefanelli
NOTARY PUBLIC, STATE OF FLORIDA ^{New Jersey}



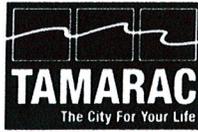
NICHOLAS STEFANELLI
NOTARY PUBLIC
NEW JERSEY

Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification:

Florida Drivers License: L 320-530-50-513
(Type of Identification Produced)

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



VENDOR DRUG-FREE WORKPLACE

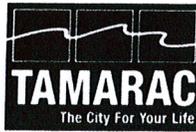
Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE PROPOSALS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Company Name



ACKNOWLEDGMENT

State of ~~Florida~~ New Jersey

County of Monmouth

On this the 24 day of July, 2013, before me, the undersigned Notary Public of the State of Florida, personally appeared

Yvonne Kelly-Lavatoriz and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand

and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

Nicholas Stefanelli
NOTARY PUBLIC, STATE OF FLORIDA New Jersey



NICHOLAS STEFANELLI
NOTARY PUBLIC
NEW JERSEY

MY COMMISSION EXPIRES 04-06-16

(Name of Notary Public: Print,

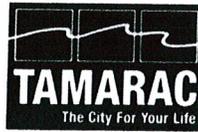
Stamp, or Type as Commissioned)

Personally known to me, or

Produced identification:

Florida Drivers License L320-530-50-513
(Type of Identification Produced)

DID take an oath, or DID NOT take an oath



TRENCH SAFETY FORM

Bidder acknowledges that included in the appropriate bid items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs of such compliance to be summarized below:

TRENCH SAFETY MEASURE (Description)	UNITS OF MEASURE (LF/SF)	UNIT (Qty)	UNIT_COST	EXTENDED COST
A. <i>N/A</i>			\$	\$
B. <i>No Trenching</i>			\$	\$
C. <i>REQUIRED</i>			\$	\$
D.			\$	\$
TOTAL	\$			

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Subarticle 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the bid being declared non-responsive.

DATE: _____

_____ (Signature)

ACKNOWLEDGEMENT

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____, who, after first being duly sworn by me,
(Name of individual Signing)

affixed his/her signature in the space provided above on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

AC# 6315737

STATE OF FLORIDA

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082901977

DATE	BATCH NUMBER	LICENSE NBR
08/29/2012	128061584	CBC1256765

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

BETANCOURT, ROBERTO DANIEL
SAFE AIR CORP.
3425 S LAKE DR
MIAMI

FL 33155

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

2012-13

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE. 4002410043218 EXHIBIT 2

MACHINES ROOMS SEATS EMPLOYEES

1

BUSINESS TYPE

230016 BUILDING CONTRACTOR - REG (L)

BUSINESS ADDRESS

850 S TAMIAMI TR STE 231
SARASOTA, FL 34236

PAID-5530193.0001-0001 WEB 07/09/2012 14.43

SAFE AIR CORPORATION
PO BOX 3077
SARASOTA, FL 34230307



ACTIVE

BARBARA FORD-COATES, TAX COLLECTOR
101 S. WASHINGTON BLVD., SARASOTA, FL 34236-6993
(941) 861-8300
www.SarasotaTaxCollector.com • Info@SarasotaTaxCollector.com

MUST BE DISPLAYED IN A CONSPICUOUS PLACE
VALID UNTIL 09/30/13

INFORMATION ONLY: REMOVE OR FOLD BEHIND BEFORE POSTING RECEIPT

**THIS RECEIPT IS FURNISHED PURSUANT TO CHAPTER 205 LAWS OF FLORIDA
AND SARASOTA COUNTY ORDINANCE 91-084, AS AMENDED**

The law requires this receipt to be displayed conspicuously at the place of business so that it is open to the view of the public and available for inspection. Upon failure to do so, the business shall be subject to the payment of another full tax for the same business, profession or occupation.

Payment is due each year by September 30th. Payment after September 30th is delinquent and subject to a penalty of 10% for the month of October, plus an additional 5% penalty for each month thereafter. The total delinquency penalty shall not exceed 25% of the tax. A 25% penalty is imposed on any person engaged in any new business, occupation or profession without first paying a Sarasota County Business Tax.

This receipt is for a business tax only. It does not permit the person/business to violate any existing regulatory or zoning laws of the state, county, or cities, nor does it exempt the business from licenses or permits that may be required by law. This receipt does not assure quality of work.

All businesses in Sarasota County are responsible for complying with the Sarasota County mandatory recycling ordinance.

Local Business Taxes are subject to change according to law.

2012 - 2013

**City of Sarasota
LOCAL BUSINESS TAX RECEIPT**

13-007608

Dated	For Period Commencing	and Ending
09/19/2012	10/01/2012	09/30/2013

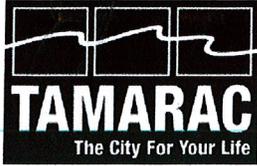
IN CONSIDERATION OF THE AMOUNT SHOWN HEREIN PAID TO THE CITY OF SARASOTA, FLORIDA

Business Name and Mailing Address SAFE AIR CORP P.O. BOX 3077 SARASOTA, FL 34230-3077	Name and Address of Business SAFE AIR CORP SUITE 231 850 S TAMIAMI TRL SARASOTA, FL 34239
Owner/Manager Name LAURA J. LUTZ	

This Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance.
Any change in location or ownership must be approved by the Local Business Tax Receipt Department.

3320 074

Classification	Description	Tax Amt.	Penalty	Total Tax Amt.
003800	HOME OCCUPATION OFFICE USE ONLY	\$59.11	\$0.00	\$59.11
TOTAL RECEIVED with no exemption			\$59.11	



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321

"Committed to Excellence...Always"

ADDENDUM NO. 1

BID NO.13-17R

CITY OF TAMARAC VEHICLE EXHAUST SYSTEM PROJECT

DATE OF ADDENDUM: JULY 1, 2013

TO ALL PROSPECTIVE PROPOSERS:

The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for RFP No.13-17R.

NOTICE OF WALK-THRU DATE & TIME AT VEHICLE EXHAUST LOCATIONS

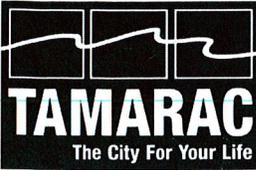
Interested Contractors may Site Visit the (3) facilities referenced below relating to this solicitation for Proposal 13-17R, Exhaust Systems on Tuesday, **July 9th at 1:00PM through 3:00PM EST.**

Due to the nature of work performed at these facilities, it is important to try to be available for this "walk through" opportunity as additional site visits may be difficult. The sequence of locations to be viewed will begin at Fire Station 41.

- Fire Station No. 41 – 7501 NW 88th Ave., Tamarac, FL. Facility approx. 4,100 S.F.
- Fire Station No. 15 – 6000 Hiatus Road, Tamarac, FL. Facility approx. 5,200 S.F.
- Fleet Maintenance 6011 Nob Hill Road, Tamarac, FL. Facility approx. 3,800 S.F.

Please return and/or acknowledge this Addendum No.1 with your Proposal submittal due by 3:00PM local time, Tuesday, July 23rd. Bids must be delivered to 7525 NW 88th Ave, Tamarac City Hall, Room 108.

NAME OF PROPOSER: SAFE AIR CORP.



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321

"Committed to Excellence...Always"

ADDENDUM NO. 2

BID NO.13-17R

CITY OF TAMARAC VEHICLE EXHAUST SYSTEM PROJECT

DATE OF ADDENDUM: JULY 22, 2013

TO ALL PROSPECTIVE PROPOSERS:

The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for RFP No.13-17R.

NOTE: RFP Due Date has changed from Tuesday, 7/23/13 to **Monday, 7/29/13 at 3:00PM** local time. All Proposals must be received by 3:00PM in Room 108, Tamarac City Hall, 7525 NW 88th Ave., Tamarac, FL 33321.

The following were inquires made to City staff and subsequent responses;

1. This is not a federal funded project.
2. Attached highlighted list of Fire Department vehicles. Vehicle assignments are interchangeable between all fire stations; therefore, the vehicle exhaust systems for each station should be design for maximum capacity. Most of the emergency vehicles are currently equip with DPF's.
3. Considering that the existing fire department fleet (i.e. emergency vehicles), have both bottom mount and top mount exhaust systems, the Dilution Ventilation System/Air Cleaning Device would seem to be the most advantageous; however, we would like the Proposers to recommend the most effective system based on Contractor findings.
4. Any proposed system must be designed and constructed in accordance with the latest editions of all codes and/or regulatory requirements, including but not limited to; federal requirements; The South Florida Building Code; City of Tamarac Code of Ordinances; City of Tamarac Engineering and Building Department Requirements; Broward County Code of Ordinances; NFPA 91 - Standard for Exhaust Systems for Air Conveying of Vapors, Gases, Mists, and Noncombustible Particulate Solids; and the Occupational Safety and Health Administration (OSHA) requirements.

FIRE DEPT. (28 Units)

UNIT	VIN	YR	MAKE/MODEL	TAG	CPT	ENG/FUEL	DATE DEL.	PO#	PUR COST	NEW/REPL
328	1FVACWCSX4HN19080	4	FREIGHTLINER M2 AMBULANCE	224476		6.4L I-6 D	5/21/04 #71077	\$156,692	Repl. Unit 326	
343	1FVACWCS34HN19082	4	FREIGHTLINER M2 AMBULANCE	224487		6.4L I-6 D	7/04 #71077	\$156,692	Repl. Unit 327	
344	1FVACWCS14HN19081	4	FREIGHTLINER M2 AMBULANCE	224488		6.4L I-6 D	7/04 #71077	\$156,692	Repl. Unit 328	
345	1FVACWCS54HN19083	4	FREIGHTLINER M2 AMBULANCE	224489		6.4L I-6 D	7/04 #71077	\$156,692	new	
346	1FVACWCS74HN19084	4	FREIGHTLINER M2 AMBULANCE	231748		6.4L I-6 D	7/04 #71077	\$156,692	new	
347	4ENRAAA8441008472	4	E-ONE TYPHOON C440 RESCUE PUMPER	232764		8.3L I-6 D	10/20/04 #71551	\$350,000	new	
348	4ENRAAA8941008368	4	E-ONE TYPHOON C440 RESCUE PUMPER	232763		8.3L I-6 D	10/20/04 #71551	\$350,000	new	
349	1GCEC19V15Z127070	5	CHEVY 1500 PU EXT-CAB STD BED 2WD	231765		4.8L-G V8	9/30/04 #71386	\$18,750	new	
350	4ENRAAA8061001456	6	E-ONE TYPHOON 50' BOOM FIRE TRUCK 2WD	240623		8.3L I-6 D	10/12/06 #91370	\$415,951	new/trade-in 330	FY06
351	1FTYR14U06PA87846	6	FORD RANGER PU EXT CAB STD BED 2WD	239828		3.0L-G V6	6/20/06 #90732	\$16,947	Repl. Unit 324	FY06
352	1FTYR14U28PA87847	6	FORD RANGER PU EXT CAB STD BED 2WD	239827		3.0L-G V6	6/20/06 #90732	\$16,947	Repl. Unit 323	FY06
353	1FTYR14U96PA87845	6	FORD RANGER PU EXT CAB STD BED 2WD	239826		3.0L-G V6	6/20/06 #90741	\$16,587	New	FY06
354	1FTSX21P47EB00080	7	FORD F250 PU SD EXT-CAB STD BED 4WD 158" WB	240622		6.0L-D V8	9/28/06 #91158	\$29,952	New (Grant Funds)	FY06
356	1FMEU63E38UA15709	8	FORD EXPLORER XLT 4DR 2WD (WHITE)	XA9526		4.0L-G I-6	9/12/07 #101007	\$19,942	New	FY07
357	1FTWW30R08EC52676	8	FORD SD F350 PU CREW CAB STD BED SRW - 2WD	XA9532		6.4L-D V8	10/18/07 #101000	\$31,893	Repl. Unit 332	FY07
358	1FMCUCCT4BKB99180	11	FORD ESCAPE XLS 4DR SUV 2WD FWD (WHITE)	XCT789		2.5L-G I-4	5/20/11 #140522	\$17,055	Repl. Unit 331	FY11
359	4EN6AAA80C1007014	12	E-ONE 78' AERIAL FIRE APPARATUS MODEL HP78 TYPHOON	XB4778			4/18/12 \$607,667	New	FY12	
360	1FMSKT896DGB08028	13	FORD EXPLORER 4DR FWD 2WD (WHITE)	XD2277		3.5L-G V6	9/28/12 PO# 150723	\$25,866	Repl. Unit 340	FY12
361	1FT8W3A67CEC31412	12	FORD SD F350 CREW CAB / STD BED WITOPPER 2WD SRW	XCS814		6.2L-G V8	10/5/12 PO# 150639	\$35,583	70 New Purch. FY12	
362	1HTMNAAL4DH356091	13	INT. NAVISTAR DURASTAR 4300 SBA LP 4X2 DRW RESCUE	XB1201		7.6L-TD I-6	5/1/13 (S Lease Purchase) \$265,615	FY13	Repl. Unit 333	
363	1HTMNAAL6DH356092	13	INT. NAVISTAR DURASTAR 4300 SBA LP 4X2 DRW RESCUE	XB1201		7.6L-TD I-6	5/1/13 (S Lease Purchase) \$265,615	FY13	Repl. Unit 337	
364	1FMSKT899DGC82806	13	FORD EXPLORER 4DR FWD 2WD (SILVER)	XD4803		3.5L-G V6	6/12/13 PO# 160607	\$27,306	FY13	Repl. Unit 341
365	1FMSKT897DGC82805	13	FORD EXPLORER 4DR FWD 2WD (SILVER)	XD4802		3.5L-G V6	6/13/13 PO# 160607	\$27,306	FY13	Repl. Unit 336
366	1FMSKT890DGC82807	13	FORD EXPLORER 4DR FWD 2WD (SILVER)	XD4804		3.5L-G V6	07/21/13 PO# 160607	\$27,306	FY13	Repl. Unit 325



Title - TR12446 - Award of Bid 13-24B for the Parks & Recreation Administration Building Roof Improvement

Item No. 6 (f) on the Consent Agenda. (TR12446) A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 13-24B to and approving an Agreement with Therma Seal Roof Systems, LLC. for the replacement of the roofing system at the Parks and Recreation Administration Building located at 6001 Nob Hill Road, in accordance with Bid No. 13-24B for a contract amount of \$120,010, a contingency in an amount of \$18,001, will be added to the project for a total project budget of \$138,011; authorizing an expenditure from the appropriate accounts; authorizing budget amendments as needed for proper accounting purposes; providing for conflicts; providing for severability; and providing for an effective date.
- Public Services Director Jack Strain and Purchasing/Contracts Manager Keith Glatz

ATTACHMENTS:

Name:

Description:

[tr_12446_memo.pdf](#)

TR 12446 Memo

[12446 - Reso - PARKS ADMIN Roof - THERMA SEAL roof.doc](#)

TR 12446 RESO

[Ex 1 - 13-24B BID TAB.pdf](#)

TR 12446 EX 1 BID TAB

[Ex 2 - THERMA SEAL 13 24B SIGNED AGMT.pdf](#)

TR 12446 EX 2 AGREEMENT

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT**

TO: Michael C. Cernech, City Manager **DATE: January 17, 2014**

**THRU: Jack Strain, Public Services
Director**

**FROM: Troy Gies, Budget and Contracts
Manager**

**RE: Parks and Recreation
Administration Building Roof
Replacement, Temp. Reso. #
12446, February 12, 2014
Commission Meeting**

Recommendation:

I recommend that the City Commission authorize the appropriate City Officials to award Bid No. 13-24B and execute an Agreement with Therma Seal Roof Systems LLC. for the replacement of the roofing systems at the Parks and Recreation Administration Building located at 6001 Nob Hill Road in an amount not to exceed \$120,010. A contingency in the amount of \$18,001 will be added to the Project Account for a total project budget of \$138,011 and that this item be placed on the February 12, 2014 Commission Meeting Agenda.

Issue:

The award of Bid No 13-24B to Therma Seal Roof Systems LLC. for the replacement of the roof at the Parks and Recreation Administration Building.

Background:

Timely repair, maintenance, and upkeep of the roofing systems are essential in maintaining the integrity and useful life of the facilities. Proper maintenance maximizes the useful life of facilities preventing deterioration of facilities due to South Florida's hot and humid environment and improving energy efficiency.

The existing roof in place at the Parks and Recreation Administration Building is in need of replacement due to normal deterioration from time and weather. Deferred replacement of the roofing systems may result in unexpected leaks and failures leading to significant maintenance issues, property damage, and more complicated and costly repairs.

The City of Tamarac advertised Bid No. 13-24B, which included replacement of the roofing system and removal of the metal mansard. Bids were opened on December 4, 2013. Responses were received from five vendors (see bid tabulation below). Upon review of the submittals, it was determined that Therma Seal Roof Systems LLC. was the lowest responsible responsive bidder.

Below is a summary bid tabulation (for more details see Exhibit 1 to TR12446).

13-24B PARKS AND RECREATION ADMINISTRATION ROOF REPLACEMENT

THERMA SEAL ROOF SYSTEMS, LLC.	\$120,010.00
FULL COVER ROOFING, INC.	\$134,317.00
ADVANCED ROOFING, INC.	\$162,333.00
HARTZELL CONSTRUCTION, INC.	\$164,135.00
ROOFING CONCEPTS UNLIMITED	\$168,025.00

Contract Summary:

Scope of Project: Parks and Recreation Administration Building Roof Replacement

Type of Project: Construction

Contract Cost: \$ 120,010 Bid Cost

Term/Completion: Completion within 60 calendar days from City's Notice to Proceed.

Risk Mitigation: Performance and Payment Bonds @ 100% of value in effect for up to one (1) year after completion and acceptance

Liquidated Damages: \$300 per day for each day project not completed after scheduled completion date

Guarantees: The roof system installed must meet the requirements of the latest South Florida Building Code and include a twenty (20) year warranty for materials and installation.

Fiscal Impact:

The roof replacement at the Parks and Recreation Administration Building was included in the FY 2013 Capital Maintenance Program Budget. Funding is available within Project No. PW13B - Roofing Repair and Replacement Program, Account No. 310-5040-519-63-10.

The contract cost for the replacement of the Parks and Recreation Administration Building Roof is \$120,010; a contingency in the amount of \$18,001 (15% of the contract cost) will be added to the Project Account for a total project budget of \$138,011. Although no significant issues are anticipated, the contingency is reasonable considering the nature of the project. The construction may result in work beyond the original scope and the contingency would allow for the timely and safe conclusion of the project. Expenditure of the contingency would still require approval of the City Manager.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014 _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED BID NO. 13-24B TO AND APPROVING AN AGREEMENT WITH THERMA SEAL ROOF SYSTEMS, LLC. FOR THE REPLACEMENT OF THE ROOFING SYSTEM AT THE PARKS AND RECREATION ADMINISTRATION BUILDING LOCATED AT 6001 NOB HILL ROAD, IN ACCORDANCE WITH BID NO. 13-24B FOR A CONTRACT AMOUNT OF \$120,010, A CONTINGENCY IN AN AMOUNT OF \$18,001, WILL BE ADDED TO THE PROJECT FOR A TOTAL PROJECT BUDGET OF \$138,011; AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; AUTHORIZING BUDGET AMENDMENTS AS NEEDED FOR PROPER ACCOUNTING PURPOSES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac strives to keep its public facilities and buildings maintained in a high level for its residents, citizens, and employees; and

WHEREAS, the roof of the Parks and Recreation Administration Building located at 6001 Nob Hill Road, is in need of replacement due to normal deterioration resulting from time and weather; and

WHEREAS, the timely replacement of the roof at the Parks and Recreation Administration Building is important for the long term care and maintenance of the building and will prevent costlier and more complex repairs in the future; and

WHEREAS, funding for the roof replacement at the Parks and Recreation Administration Building was included in the FY 2013 Capital Improvement Budget; and

WHEREAS, the City of Tamarac publicly advertised Bid No. 13-24B for the Parks and Recreation Administration Building Roof Replacement Project; incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, on December 4, 2013, five (5) bids were opened and reviewed in order to determine cost and responsiveness to the City's technical specifications, a bid tabulation is attached hereto as "Exhibit 1", incorporated herein and made a specific part of this resolution; and

WHEREAS, upon review of proposals by City staff, it was determined Therma Seal Roof Systems LLC., submitted the lowest responsive and responsible bid and, meets the minimum experience requirements for the project; and

WHEREAS, Therma Seal Roof Systems LLC. possesses the required knowledge and experience for the Parks and Recreation Administration Building Roof Replacement Project and has agreed to the Terms and Conditions, Special Conditions, and Technical Specifications of Bid No. 13-24B; and

WHEREAS, it is the recommendation of the Public Services Director and Purchasing and Contracts Manager that the appropriate City Officials award Bid No. 13-24B and execute the agreement with Therma Seal Roof Systems LLC., for the Parks and Recreation Administration Building Roof Replacement Project, attached hereto as "Exhibit 2", incorporated herein and made a specific part of this resolution; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens and residents of the City of Tamarac to award Bid No. 13-24B and execute the agreement for the Parks and Recreation Administration Building Roof Replacement Project with Therma Seal Roof Systems LLC., for a contract amount of

\$120,010; a contingency in the amount of \$18,001 will be added to the project account, for a total project budget of \$138,011.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof. All Exhibits attached hereto are hereby incorporated herein and made a specific part of this resolution.

SECTION 2: The City Commission HEREBY awards Bid No. 13-24B to Therma Seal Roof Systems LLC. and approves an Agreement between the City of Tamarac and Therma Seal Roof Systems LLC. ("the Agreement") and the appropriate City Officials are hereby authorized to execute the Agreement, hereto attached as "Exhibit 2", to provide for the roof replacement at the Parks and Recreation Administration Building.

SECTION 3: An expenditure for a contract amount of \$120,010; a contingency in the amount of \$18,001 will be added to the project account, for a total project budget of \$138,011 for said purpose is hereby approved.

SECTION 4: Funding for the Parks and Recreation Administration Roof Replacement for a contract amount of \$120,010; a contingency in the amount of \$18,001 will be added to the project account, for a total project budget of \$138,011 is available in Project Number PW13B in the General Capital Project Fund.

SECTION 5: The City Manager, or his designee, are hereby authorized to make changes, issue change orders in accordance with section 6-147 (j) of the City Code, and close the contract award including, but not limited to making final payment within the terms and conditions of the contract and within the contract price.

SECTION 6: All budget amendments for proper accounting purposes are hereby authorized.

SECTION 7: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 9: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2014.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have approved this RESOLUTION as to form.

SAMUEL GOREN
CITY ATTORNEY

13-24B PARKS ADMIN BUILDING ROOF REPLACEMENT

THERMA SEAL ROOF SYSTEMS, LLC.

\$120,010.00

FULL COVER ROOFING, INC.

\$134,317.00

ADVANCED ROOFING, INC.

\$162,333.00

HARTZELL CONSTRUCTION, INC.

\$164,135.00

ROOFING CONCEPTS UNLIMITED/FLORIDA, INC.

\$168,025.00

Opened on 12/4/2013 @ 3:00 PM

All recommendations for award are unofficial until Board review and approval.

AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
THERMA SEAL ROOF SYSTEMS, LLC

THIS AGREEMENT is made and entered into this ___ day of _____, 2014 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Therma Seal Roof Systems LLC, a Florida corporation with principal offices located at 804 Old Dixie Highway, Suite No. 6, Lake Park, FL 33403 (the "Contractor") for the Parks and Recreation Administration Building Roof Replacement Project, Tamarac, FL.

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, Bid Document No. 13-24B, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid, 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 as if attached to this Agreement or repeated therein. In the event that there is a conflict between 13-24B as issued by City, and Contractor's Proposal, 13-24B as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Document, this Agreement shall prevail.

2) The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents.

2.1.2 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.

2.1.3 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.

- 2.1.4 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

- 3.1. Contractor shall obtain at Contractor's expense all necessary Insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk, 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 and Safety Manager certificates of all Insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2. 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 and Substantial Completion

- 4.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be substantially completed within (60) calendar days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final payment.
- 4.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

5) Contract Sum

The Contract Sum for the above work is One Hundred Twenty Thousand Ten Dollars and no cent (\$120,010.00).

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Remedies

- 7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
- 7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8) Change Orders

- 8.1 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.
- 8.2 The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the

Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.

- 8.3** The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.
- 8.4** The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.
- 8.5** Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.
- 8.6** Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.
- 8.7** In the event satisfactory adjustment cannot be reached by City and Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

9) No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) 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. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11) Warranty

Contractor warrants the work against defect for a period of one (1) year from the date of final payment. The roof manufacturer warranty provided by Contractor to City shall be a twenty (20) year "No Dollar Limit" warranty certificate. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

12) Indemnification

- 12.1 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 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 hereof.
- 12.2 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.
- 12.3 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

13) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

14) 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.

15) 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.

16) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to the City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR:

Therma Seal Roof Systems, LLC
804 Old Dixie Highway, Suite 6
Lake Park, FL 33403
(561) 223-2096

17) Termination

- 17.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- 17.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

Public Records

- 18.1** The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- 18.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - 18.1.2 Provide the public with access to such public records on the same terms as that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - 18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - 18.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, 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. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- 18.2** The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 17, "Termination", herein.

19) 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 Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

20) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

21) 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.

22) 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 extent of such prohibition or unenforceability without invalidating remaining provisions hereof or affecting 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.

23) Uncontrollable Circumstances

23.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

24) 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.

25) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

26) Contingent Fees

Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President duly authorized to execute same.

CITY OF TAMARAC

Beth Talabisco, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date

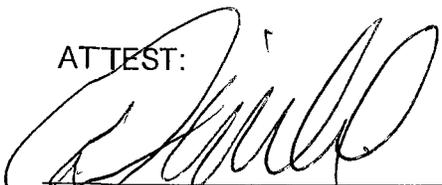
Date

Approved as to form and legal sufficiency:

City Attorney

Date

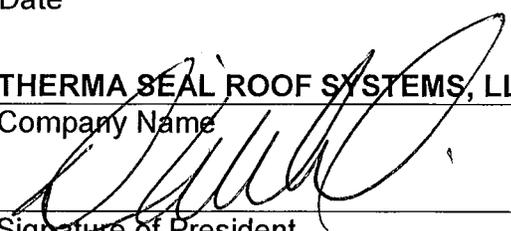
ATTEST:



Signature of Corporate Secretary

THERMA SEAL ROOF SYSTEMS, LLC

Company Name



Signature of President

Dave Wikel
Type Name of Corporate Secy.

DAVE WIKEL
Type Name of President

(CORPORATE SEAL)

12/9/13
Date



Title - Corridor Study Update

Corridor Study Update - *Community Development Director Maxine Calloway*

ATTACHMENTS:

Name:

Description:

No Attachments Available