

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
**RESOLUTION NO. R21-017**

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
**A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE CITY MANAGER TO SIGN CONTRACTS WITH FOUR (4) PRIMARY CONTRACTORS AND THREE (3) ALTERNATE CONTRACTORS: HOMRICH CORP., ANZCO INC., RPM GENERAL CONTRACTORS, INC., I.Q. CONSTRUCTIONS, INC., E & F FLORIDA ENTERPRISES DBA CREATIVE CONTRACTING GROUP, CH GLOBAL CONSTRUCTION LLC, AND WAYPOINT CONSTRUCTION GROUP; TO ESTABLISH A PRE-QUALIFIED LIST OF CONTRACTORS IN ACCORDANCE WITH REQUEST FOR QUALIFICATION (RFQ) NO. 028-2511-20/RW "PRE-QUALIFICATION OF CONTRACTORS FOR MINOR CONSTRUCTION SERVICES" AND AUTHORIZE THE CITY MANAGER TO AWARD INDIVIDUAL PROJECTS NOT TO EXCEED \$250,000; AND PROVIDING AN EFFECTIVE DATE.**

18  
19  
20  
21  
**WHEREAS**, on November 18, 2020 City staff opened a total of seven (7) submittals in response to RFQ No. 028-2511-20/RW "Pre-Qualification of Contractors for Minor Construction Services"; and

22  
23  
24  
**WHEREAS**, the RFQ was issued with the intent of establishing a pre-qualified list of contractors to perform minor construction services projects which may include building repairs, upgrades and improvements as may be necessary within the City; and

25  
26  
27  
28  
29  
30  
31  
32  
**WHEREAS**, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents to approve the ranking and authorize the City Manager to sign contracts with four (4) primary contractors and three (3) alternate contractors: Homrich Corp., Anzco Inc., RPM General Contractors, Inc., I.Q. Constructions, Inc., E & F Florida Enterprises dba Creative Contracting Group, CH Global Construction LLC, and Waypoint Construction Group; in order to establish a pre-qualified list of contractors in accordance with Request for Qualification (RFQ) No. 028-2511-20/RW "Pre-Qualification of Contractors for Minor Construction Services" and Authorize the City Manager to award individual projects not to exceed \$250,000.

33  
34  
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:**

35  
Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as

36 being true and correct and are hereby made a specific part of this Resolution upon adoption.

37           Section 2.           The City Commission of the City of Boynton Beach, Florida, hereby  
38   approves the ranking and authorizes the City Manager to sign contracts with four (4) primary  
39   contractors and three (3) alternate contractors: Homrich Corp., Anzco Inc., RPM General  
40   Contractors, Inc., I.Q. Constructions, Inc., E & F Florida Enterprises dba Creative Contracting  
41   Group, CH Global Construction LLC, and Waypoint Construction Group; in order to establish a  
42   pre-qualified list of contractors in accordance with Request for Qualification (RFQ) No. 028-2511-  
43   20/RW "Pre-Qualification of Contractors for Minor Construction Services" and Authorize the City  
44   Manager to award individual projects not to exceed \$250,000. Copies of each Agreement are  
45   attached hereto and incorporated herein.

46      Section 3.      That this Resolution shall become effective immediately.

47 **PASSED AND ADOPTED** this 19 day of January, 2021.

CITY OF BOYNTON BEACH, FLORIDA

YES NO

**Mayor – Steven B. Grant**

**Vice Mayor – Ty Penserga**

Commissioner – Justin Katz

Commissioner – Woodrow L. Hay

Commissioner – Christina L. Romelus

VOTE

50

ATTEST:

Crystal Gibson MMC  
City Clerk

(Corporate Seal)



**Contract No. 028-2511-20/RW-2**  
**Between City of Boynton Beach & Anzco Inc.**  
**FOR**

**PRE-QUALIFICATION OF CONTRACTORS FOR MINOR CONSTRUCTION SERVICES**

THIS CONTRACT is entered into between the CITY of Boynton Beach, hereinafter referred to as "CITY", and Anzco Inc., with a principle address of 9671 Carousel Circle S, Boca Raton , Florida 33434, hereinafter referred to as "CONTRACTOR", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **PROJECT DESIGNATION.** The Contractor is retained by the City to perform minor construction services in accordance with Exhibit "A" Anzco Inc. Proposal and Exhibit "B" **RFQ FOR PRE-QUALIFICATION OF CONTRACTORS FOR MINOR CONSTRUCTION SERVICES; RFQ No.: 028-2511-20/RW.**
2. **SCOPE OF SERVICES/PROCESS.** This CONTRACT applies to the performance of minor construction projects, which are those **UNDER \$ 250,000.00 (two hundred fifty thousand dollars)** in costs, this includes a \$ 25,000.00 (twenty-five-thousand-dollar owner contingency. These minor construction projects shall be initiated by the City upon issuance of a task order and shall be advertised to all pre-qualified Contractors. No project under this contract shall require bid, payment, or performance bonds unless specifically noticed in the task order. Task Orders will commence only upon issuance of a valid Purchase Order by the Finance Department and written Notice to Proceed from the Public Works Department. Emergency work may be assigned at the City's discretion per the scope of the RFQ, and shall be based upon the CONTRACTOR'S expertise, or competitive proposal submittal. The CONTRACTOR shall be required to respond to each advertisement when requested, whether by offer or response of "no bid." If the CONTRACTOR fails to respond to more than two (2) consecutive requests, the firm shall be removed from the program, and all subsequent bidding opportunities under this contract.

2.a. **CHANGE ORDERS:**

The contractor shall notify the Project Manager immediately with any changes or discrepancies to the project, a PDF shall be emailed to the Project Manager within 48 hours (2 days). Changes orders shall be itemized to include: cost; 10% overhead; and 5% profit.

2.b. **COMPLETION OF WORK / LIQUIDATED DAMAGES:**

The Contractor and City agree the rate set forth herein is a reasonable estimate of the amount of damages which the City will suffer in the event the Contractor does not timely complete the scope of work and/or perform to the technical specifications as outlined in the task order documents and contract.

Liquidated damages due to the City may be deducted from payments due the Contractor, or may be collected from the Contractor or his Surety. These provisions for liquidated damages shall not prevent the City, in case of the Contractor's default, from terminating the right of the Contractor to proceed as provided in the Contract.

Upon the occurrence of any failure to perform, the City shall notify the Contractor in writing of the nature of the failure and of City's intention to request corrective action(s), assess liquidated damages or either terminate the Contract.

The liquidated damages shall be \$ 500.00/day.

**2.c PERFORMANCE DURING EMERGENCY:**

By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, City of Boynton Beach shall be given "first priority" for all goods and services under this contract (if applicable). Bidder agrees to provide all goods and services to City of Boynton Beach throughout the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number and address to the City in the event of such an emergency. Failure to provide the stated Priority/preference during an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the City.

3. **TIME FOR PERFORMANCE.** Work under this CONTRACT shall commence upon written notice by the City to the CONTRACTOR to proceed. CONTRACTOR shall perform all services and provide all work product required pursuant to this CONTRACT upon written notice to proceed.
4. **TERM:** This CONTRACT shall commence upon Commission approval and shall be valid for an initial term of one (1) year. The City of Boynton Beach may renew the contract with the same terms and conditions for four (4) additional, one-year renewal terms subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. **At the City's request, the Firm shall continue services beyond the final expiration date as approved by the City Manager or City Commission. Such extension(s) shall not exceed a six-month period. The Firm shall be compensated at the rate in effect when this extension period is invoked by the City.**
5. **PAYMENT:** The City will pay the CONTRACTOR for performance of the work performed under each task order that is completed in accordance with the task orders at the lump sum or unit prices presented by the CONTRACTOR and accepted by the City.
  - a. Payment for the work provided by CONTRACTOR shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to CONTRACTOR shall not exceed the total contract price without express written modification of the CONTRACT signed by the City Manager or her designee.
  - b. The CONTRACTOR may submit invoices to the City once per month during the progress of the work for partial payment for project completed to date. Such invoices will be reviewed by the City, and upon approval thereof, payment will be made to the CONTRACTOR in the amount approved.
  - c. Final payment of any balance due the CONTRACTOR of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work

under this CONTRACT and its acceptance by the City.

- d. Payment as provided in this section by the City shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The CONTRACTOR'S records and accounts pertaining to this CONTRACT are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the CONTRACT. Copies shall be made available upon request.
6. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, drawings, specifications and other materials produced by the Firm in connection with the services rendered under this CONTRACT shall be the property of the City whether the project for which they are made is executed or not. The Firm shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Firm's endeavors.
  7. **COMPLIANCE WITH LAWS.** CONTRACTOR shall, in performing the services contemplated by this CONTRACT, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this CONTRACT.
  8. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONTRACTOR's own employees, or damage to property occasioned by a negligent act, omission or failure of the CONTRACTOR.
  9. **INSURANCE.** The CONTRACTOR shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$1,000,000 per occurrence/aggregate for property damage, and CONTRACTOR liability insurance in the amount of \$1,000,000 per occurrence to \$2,000,000 aggregate with defense costs in addition to limits; workers' compensation insurance, and vehicular liability insurance.

Said general liability policy shall name the City of Boynton Beach as an "additional named insured" and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this CONTRACT.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions

10. **INDEPENDENT CONTRACTOR.** The CONTRACTOR and the City agree that the CONTRACTOR is an independent contractor with respect to the services provided pursuant to this CONTRACT. Nothing in this CONTRACT shall be considered to create the relationship of employer and employee



between the parties hereto. Neither CONTRACTOR nor any employee of CONTRACTOR shall be entitled to any benefits accorded City employees by virtue of the services provided under this CONTRACT. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONTRACTOR, or any employee of CONTRACTOR.

11. COVENANT AGAINST CONTINGENT FEES. The CONTRACTOR warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. DISCRIMINATION PROHIBITED. The CONTRACTOR, with regard to the work performed by it under this CONTRACT, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The CONTRACTOR shall not sublet or assign any of the services covered by this CONTRACT without the express written consent of the City.

14. NON-WAIVER. Waiver by the City of any provision of this CONTRACT or any time limitation provided for in this CONTRACT shall not constitute a waiver of any other provision.

15. TERMINATION.

a. The City reserves the right to terminate this CONTRACT at any time by giving ten (10) days written notice to the CONTRACTOR.

b. In the event of the death of a member, partner or officer of the CONTRACTOR, or any of its supervisory personnel assigned to the project, the surviving members of the CONTRACTOR hereby agree to complete the work under the terms of this CONTRACT, if requested to do so by the City. This section shall not be a bar to renegotiations of this CONTRACT between surviving members of the CONTRACTOR and the City, if the City so chooses.

16. DISPUTES. Any disputes that arise between the parties with respect to the performance of this CONTRACT, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This CONTRACT shall be construed under Florida Law.

17. NOTICES.

Notices to the City of Boynton Beach shall be sent to the following address:

Lori LaVerriere, City Manager  
City of Boynton Beach  
P.O. Box 310  
Boynton Beach, FL 33425-0310

Notices to CONTRACTOR shall be sent to the following address:

JohnZak
Anzco Inc.
9671 Carousel Circle S
Boca Raton , Florida 33434
Email: jzak@anzcoinc.com
Phone: 561-699-3602

18. **INTEGRATED CONTRACT.** This CONTRACT, together with attachments or addenda, represents the entire and integrated CONTRACT between the City and the CONTRACTOR and supersedes all prior negotiations, representations, or CONTRACTs written or oral. This CONTRACT may be amended only by written instrument signed by both City and CONTRACTOR.
19. **PUBLIC RECORDS.** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**CRYSTAL GIBSON, CITY CLERK  
100 E. OCEAN AVENUE  
BOYNTON BEACH, FLORIDA, 33435**

**561-742-6061**  
**GIBSONC@BBFL.US**

20. SCRUTINIZED COMPANIES 287.135 and 215.473.

By execution of this CONTRACT, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Design-Build Team certifies that Design-Build Team is not participating in a boycott of Israel. Design-Build Team further certifies that Design-Build Team is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Design-Build Team been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Design-Build Team of the City's determination concerning the false certification. Design-Build Team shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Design-Build Team shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Design-Build Team does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

DATED this 25 day of January, 2020 1

CITY OF BOYNTON BEACH

ANZCO INC.

Lori LaVerriere  
Lori LaVerriere, City Manager

John B. Zak  
CONTRACTOR

Attest/Authenticated:



President  
Title

Crystal Gibson  
Crystal Gibson, City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

James A. Cherof  
James A. Cherof, City Attorney

[Signature]  
Witness