

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

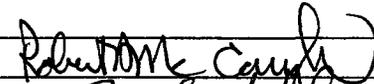
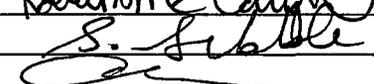
SHORT TITLE CAROL E. DAVIS AND NAKIA INGRAHAM ARE REQUESTING TRANSFER OF OWNERSHIP OF VARIOUS PLOTS LOCATED IN THE MUNICIPAL CEMETERY
OR MOTION: BACK TO THE CITY OF POMPANO BEACH.
 (\$2,025.00).

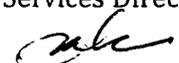
SUMMARY OF PURPOSE AND WHY:

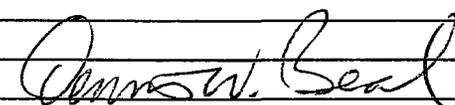
City Code 92.52(A) mandates the transfer or assignment of any cemetery lot or plot shall be valid with the consent in writing of the City Commission. This item includes two (2) Transfer of Assignments of Burial Right Agreements that transfer a total of 2 plots located in the municipal cemetery from two owners back to the City. Total cost to the City is \$2,025.00.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Two Owners of Various Cemetery Plots
- (2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext 4097
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$2,025.00 Account #001-0000-364-10-00

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>10/28/15</u>	APPROVE	
Finance	<u>10/30/15</u>	APPROVE	
Budget	<u>11-1-15</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TRANSFER AND ASSIGNMENT OF BURIAL RIGHT AGREEMENT

I (we), Carol Elizabeth Davis

(Assignor)

of 2373 SE 14th St. Pompano Beach, FL 33062 hereby

(Address)

assign, transfer and set over this date to City of Pompano Beach

(Assignee)

Right(s), title and interest in and to Burial Right Agreement# 6525 entered to the 20 day of October 2015 between the City of Pompano Beach, a municipal corporation existing under the laws of the State of Florida, and being in Broward County, Florida and

Carol E. Davis

(Assignor)

(Said burial agreement(s) attached hereto) subject to all the terms and conditions thereof, and do hereby remise, release and quit-claim unto the said City of Pompano Beach

(Assignee)

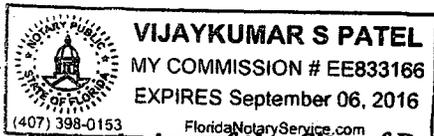
All my (our) right(s), title and interest in and to the Burial Right Agreement(s) described herein and agreed to be conveyed. Block 16 Lot 10 Plot 1 Lawn North Lawn

Carol E. Davis
(Assignor)

(Assignor)

(Witness)

Subscribed and sworn to/affirmed before me on 20th October, 2015, by CAROL SCHULTZ DAVIS who is personally known to me or has presented FL - Driver's License as identification.



[Signature]
Notary Public

The City Commission of the City of Pompano Beach, Florida, hereby accepts the foregoing assignment of Burial Right Agreement(s), subject to all terms and conditions thereof.

Lamar Fisher, Mayor

ATTEST: Asceletta Hammond, City Clerk

TO: Pompano Beach City Commissioners

FROM: Carol E. Schultz (AKA: Carol Elizabeth Davis)

SUBJ: Re-Purchase of Pompano Beach Cemetery Plot NL 16-10-1

I respectfully request to sell Plot NL 16-10-1 back to the City of Pompano Beach for the amount of my original purchase price of seven hundred fifty dollars and zero cents. (\$750.00).

I have re-married and have made arrangements with the City Cemetery Supervisor (Terrance Nelson) to purchase 2 plots in the Eastern Section of Pompano Beach Cemetery for myself and my husband.

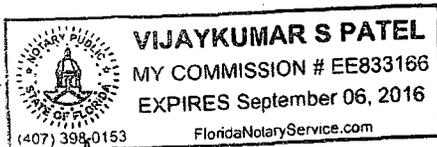
Thank you for your time and consideration.

Carol E. Schultz



(AKA: Carol E. Davis)

STATE OF FLORIDA
County Broward
19th - OCTOBER 2015



Department of Health • Vital Statistics

STATE OF FLORIDA MARRIAGE RECORD

TYPE IN UPPER CASE USE BLACK INK

This license not valid unless seal of Clerk, Circuit or County Court, appears thereon.

Date Returned: APR 24 2013

Recorded: Book 2013 Page 4527

Howard C. Forman, Clerk of Court

By: [Signature] Deputy Clerk

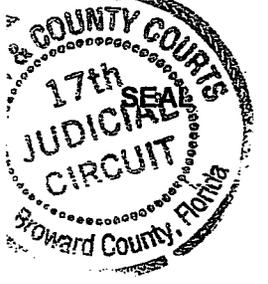
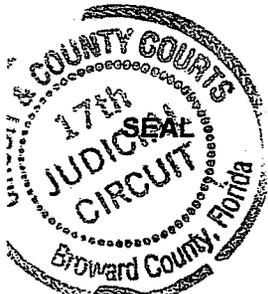
ML-CE-2013-000733

APPLICATION NUMBER

APPLICATION TO MARRY

1. GROOM'S NAME RANDOLPH LEE SCHULTZ
2. DATE OF BIRTH OCT 25, 1948
3a. RESIDENCE - CITY, TOWN, OR LOCATION POMPANO BEACH
3b. COUNTY BROWARD
3c. STATE FLORIDA
4. BIRTHPLACE WISCONSIN
5a. BRIDE'S NAME CAROL ELIZABETH DAVIS
5b. MAIDEN SURNAME LEAVITT
6. DATE OF BIRTH JUL 20, 1943
7a. RESIDENCE - CITY, TOWN, OR LOCATION POMPANO BEACH
7b. COUNTY BROWARD
7c. STATE FLORIDA
8. BIRTHPLACE WEST VIRGINIA

WE THE APPLICANTS NAMED IN THIS CERTIFICATE, EACH FOR HIMSELF OR HERSELF, STATE THAT THE INFORMATION PROVIDED ON THIS RECORD IS CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THAT NO LEGAL OBJECTION TO THE MARRIAGE NOR THE ISSUANCE OF A LICENSE TO AUTHORIZE THE SAME IS KNOWN TO US AND HEREBY APPLY FOR LICENSE TO MARRY.



9. SIGNATURE OF GROOM [Signature]
10. SUBSCRIBED AND SWORN TO BEFORE ME ON (DATE) MAR 08, 2013
11. TITLE OF OFFICIAL DEPUTY CLERK JENNIFER T. GRAY
12. SIGNATURE OF OFFICIAL [Signature]
13. SIGNATURE OF BRIDE [Signature]
14. SUBSCRIBED AND SWORN TO BEFORE ME ON (DATE) MAR 08, 2013
15. TITLE OF OFFICIAL DEPUTY CLERK JENNIFER T. GRAY
16. SIGNATURE OF OFFICIAL [Signature]

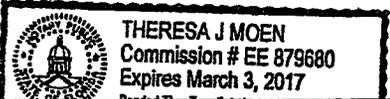
LICENSE TO MARRY

AUTHORIZATION AND LICENSE IS HEREBY GIVEN TO ANY PERSON DULY AUTHORIZED BY THE LAWS OF THE STATE OF FLORIDA TO PERFORM A MARRIAGE CEREMONY WITHIN THE STATE OF FLORIDA AND TO SOLEMNIZE THE MARRIAGE OF THE ABOVE NAMED PERSONS. THIS LICENSE MUST BE USED ON OR AFTER THE EFFECTIVE DATE AND ON OR BEFORE THE EXPIRATION DATE IN THE STATE OF FLORIDA IN ORDER TO BE RECORDED AND VALID.
17. COUNTY ISSUING LICENSE BROWARD
18A. DATE LICENSE ISSUED MAR 08, 2013
18b. DATE LICENSE EFFECTIVE MAR 11, 2013
19. EXPIRATION DATE MAY 09, 2013
20. SIGNATURE OF COURT CLERK OR JUDGE [Signature]
20b. TITLE DEPUTY CLERK JENNIFER T. GRAY
20c. BY D.C.

CERTIFICATE OF MARRIAGE

I HEREBY CERTIFY THAT THE ABOVE NAMED GROOM AND BRIDE WERE JOINED BY ME IN MARRIAGE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.
21. DATE OF MARRIAGE April 14, 2013
22. CITY, TOWN, OR LOCATION OF MARRIAGE Key West
23a. SIGNATURE OF PERSON PERFORMING THE CEREMONY [Signature]
23c. ADDRESS 36 Spoonbill Way Key West
23b. NAME AND TITLE OF PERSON PERFORMING THE CEREMONY THERESA J MOEN Commission # EE 879680 Expires March 3, 2017
24. SIGNATURE OF WITNESS TO CEREMONY [Signature]
25. SIGNATURE OF WITNESS TO CEREMONY [Signature]

SEAL



INFORMATION BELOW FOR USE BY VITAL STATISTICS ONLY - NOT TO BE RECORDED

Nakia Ingraham

6691 Pembroke Road
Pembroke Pines, Fl. 33023
Ph.: 954-965-1010 Fax: 954-965-1012

Date: October 5, 2015

REQUEST FOR REFUND

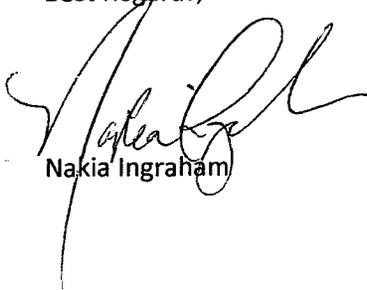
To whom it may concern:

I would like to request a refund in the amount of \$1,275.00 (Twelve hundred and seventy-five dollars) for a grave space purchased by Nakia Ingraham for VERDELL THOMPSON. Block 9, Lot 67, Plot 4. CL Lawn.

Also enclosed, is a copy of the cemetery payment receipt and Burial Right Agreement.

If there are any questions or concerns you may have, please do not hesitate to call me at 954-347-2036.

Best Regards,



Nakia Ingraham



Pompano Beach Cemetery Burial Right Agreement

No. 6346

THIS INDENTURE, made this 21 day of January, A.D., 2014 between CITY OF POMPANO BEACH, a municipal corporation existing under the laws of the State of Florida, and being in Broward County, Florida, Party of the First Part, and Mrs. Nakia C. Ingraham of the County of Broward and State of Florida Party of the Second Part, whose address is: P.O. Box 272 Hallandale, FL 33008.

WITNESSETH, that the said Party of the First Part for and in consideration of the sum of \$1,275.00 to it in hand paid by the Party of the Second Part, receipt of which is hereby acknowledged, does hereby give and grant to the said Party of the Second Part, the exclusive and perpetual Right of Burial of the human dead in that certain parcel of land, situate, lying and being in Broward County, Florida, to wit:

Plot 4 Lot 67 Block 9 of Pompano Beach Cemetery Center Lawn according to a plat thereof recorded in Plat Book 41, Page 40, of the public records of Broward County, Florida.

The right hereby granted and given shall be exercised and used in accordance with the Rules and Regulations of the City Commission, governing such property now in existence, and as hereafter prescribed, altered or amended from time to time. The Party of the Second Part does agree that such rules and regulations may be amended or altered from time to time by the City Commission, and as so amended will be valid and binding against the right herein given and granted. The Party of the Second Part does hereby agree that the premises above described shall remain under the perpetual care of the Party of the First Part in accordance with the Rules and Regulations now and hereafter in effect; and Party of the First Part hereby agrees that a true and correct copy of the current Rules and Regulations in existence shall be kept in the office of the Cemetery Management for inspection by Party of the Second Part at all reasonable times.

IN WITNESS WHEREOF, the said City of Pompano Beach has caused these presents to be signed in its name by its Mayor-Commissioner and City Manager and its corporate seal to be affixed, attested by its City Clerk the day and year above written.

PARTY OF THE SECOND PART

By Nakia C. Ingraham

By Robert Jackson

WITNESS

WITNESS

CITY OF POMPANO BEACH

By Lamar Fisher

CITY MANAGER

MAYOR-COMMISSIONER

ATTEST

May Z. Clark

CITY AUDITOR-CLERK (SEAL)

Signed, sealed and delivered in our presence:

Christine Kendel

WITNESS

Betty J. Monier

WITNESS

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this January 24, 2014 by Lamar Fisher as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation. He is personally known to me and he did/did not take an oath.

NOTARY'S SEAL



Krystal Aaron

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

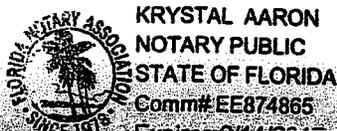
Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this January 24, 2014 by Dennis W. Beach as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation. He is personally known to me and he did/did not take an oath.

NOTARY'S SEAL



Krystal Aaron

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)

Party of the Second Part, whose address is: **P.O. Box 272 Hallandale, FL 33008.**

WITNESSETH, that the said Party of the First Part for and in consideration of the sum of **\$1,275.00** to it in hand paid by the Party of the Second Part, receipt of which is hereby acknowledged, does hereby give and grant to the said Party of the Second Part, the exclusive and perpetual Right of Burial of the human dead in that certain parcel of land, situate, lying and being in Broward County, Florida, to wit:

Plot 4 Lot 67 Block 9 of Pompano Beach Cemetery Center Lawn according to a plat thereof recorded in Plat Book 41, Page 40, of the public records of Broward County, Florida.

The right hereby granted and given shall be exercised and used in accordance with the Rules and Regulations of the City Commission, governing such property now in existence, and as hereafter prescribed, altered or amended from time to time. The Party of the Second Part does agree that such rules and regulations may be amended or altered from time to time by the City Commission, and as so amended will be valid and binding against the right herein given and granted. The Party of the Second Part does hereby agree that the premises above described shall remain under the perpetual care of the Party of the First Part in accordance with the Rules and Regulations now and hereafter in effect; and Party of the First Part hereby agrees that a true and correct copy of the current Rules and Regulations in existence shall be kept in the office of the Cemetery Management for inspection by Party of the Second Part at all reasonable times.

IN WITNESS WHEREOF, the said City of Pompano Beach has caused these presents to be signed in its name by its Mayor-Commissioner and City Manager and its corporate seal to be affixed, attested by its City Clerk the day and year above written.

PARTY OF THE SECOND PART
By [Signature]

CITY OF POMPANO BEACH
By [Signature]
CITY MANAGER
[Signature]
MAYOR-COMMISSIONER

By [Signature]
WITNESS

ATTEST
[Signature]
CITY AUDITOR-CLERK (SEAL)

WITNESS

Signed, sealed and delivered in our presence:
[Signature]
WITNESS
[Signature]
WITNESS

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this January 24, 2014 by Lamar Fisher as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation. He is personally known to me and he did/did not take an oath.

NOTARY'S SEAL

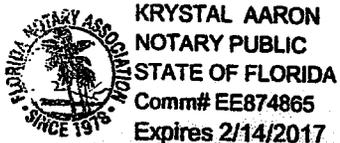


[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this January 24, 2014 by Dennis W. Beach as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation. He is personally known to me and he did/did not take an oath.

NOTARY'S SEAL

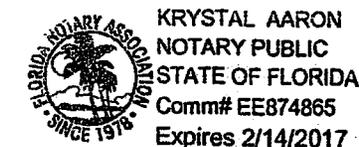


[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this January 24, 2014 by Mary L. Chambers as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation. She is personally known to me and he did/did not take an oath.

NOTARY'S SEAL



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

cc: City Clerk
Public Works

TRANSFER AND ASSIGNMENT OF BURIAL RIGHT AGREEMENT

I (we), NAKIA Ingraham

of 6691 Pembroke Road, Pembroke Pines, Fl. 33023 hereby
(Assignor)
(Address)

assign, transfer and set over this date to City of Pompano
(Assignee)

Right(s), title and interest in and to Burial Right Agreement# 6346 entered to the
20 day of October 2015 between the City of Pompano Beach, a municipal
corporation existing under the laws of the State of Florida, and being in Broward County, Florida and

(Assignor)

(Said burial agreement(s) attached hereto) subject to all the terms and conditions thereof, and do
hereby remise, release and quit-claim unto the said _____

(Assignee)

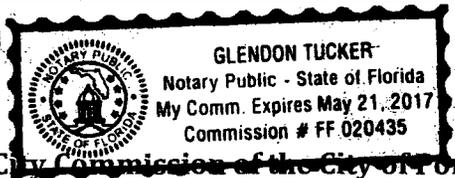
All my (our) right(s), title and interest in and to the Burial Right Agreement(s) described herein and
agreed to be conveyed. Block 9 Lot(s) 67 Plot(s) 4 Lawn Center lawn

NAKIA Ingraham
(Assignor)

Nakia Ingraham
(Assignor)

(Witness)

Subscribed and sworn to/affirmed before me on October 20, 2015, by
NAKIA Ingraham who is personally known to me or has presented
as identification.



Glendon Tucker
Notary Public

The ~~City Commission of the City of Pompano Beach~~, Florida, hereby accepts the foregoing
assignment of Burial Right Agreement(s), subject to all terms and conditions thereof.

Lamar Fisher, Mayor

ATTEST: _____
Asceletha Hammond, City Clerk

Meeting Date: November 10, 2015

Agenda Item 2

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. TWO IN THE AMOUNT OF \$114,120 PURSUANT TO THE CONTINUING CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND KIMLEY-HORN AND ASSOCIATES, INC. TO DEVELOP A WILDLIFE HAZARD ASSESSMENT AND MANAGEMENT PLAN OF THE MUNICIPAL AIR PARK; PROVIDING AND EFFECTIVE DATE. (FISCAL IMPACT \$14,657.00 AIRPARK, FDOT GRANT \$8,333, FAA ENTITLEMENT FUNDING \$91,130)

OR MOTION:

Summary of Purpose and Why: The Federal Aviation Administration (FAA) recommends that public-use airport operators who receive Federal grant-in-aid assistance implement standards and practices which discourage attracting hazardous wildlife. Kimley-Horn will collect data, analyze the data, and use the collected data to prepare a Wildlife Assessment. The Wildlife Assessment will be used in developing the Wildlife Management Plan.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: STEVEN ROCCO
- (2) Primary staff contact: STEVEN ROCCO/ROBERT MCCAUGHAN Ext 4135/4097
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$14,657.00 source of funding in Special Services Account 462-4610-542.4650

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>10/22/15</u>	APPROVE	<u>Robert McCaughan</u>
General Services	<u>10/27/15</u>	APPROVE	<u>[Signature]</u>
Finance	<u>11/2/15</u>	APPROVE	<u>[Signature]</u>
City Attorney	<u>11/3/15</u>	APPROVE	<u>[Signature]</u>
Budget	<u>11-4-15</u>	APPROVE	<u>[Signature]</u>

Advisory Board
 Development Services Director
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____



City Attorney's Communication #2016-52

October 14, 2015

TO: Steve Rocco, Air Park Manager

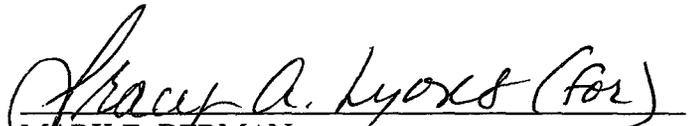
FROM: Mark E. Berman, City Attorney

RE: Resolution – Work Authorization No. Two / Wildlife Hazard Assessment and Management Plan

As requested in your memorandum of October 9, 2015, Public Works Department Memorandum No. 2016-0001, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPAÑO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. TWO IN THE AMOUNT OF \$114,120.00 PURSUANT TO THE CONTINUING CONTRACT BETWEEN THE CITY OF POMPAÑO BEACH AND KIMLEY-HORN AND ASSOCIATES, INC. TO DEVELOP A WILDLIFE HAZARD ASSESSMENT AND MANAGEMENT PLAN FOR THE MUNICIPAL AIR PARK; PROVIDING AN EFFECTIVE DATE.

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


MARK E. BERMAN

/jrm
l:cor/airpark/2016-52

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. TWO IN THE AMOUNT OF \$114,120.00 PURSUANT TO THE CONTINUING CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND KIMLEY-HORN AND ASSOCIATES, INC. TO DEVELOP A WILDLIFE HAZARD ASSESSMENT AND MANAGEMENT PLAN FOR THE MUNICIPAL AIR PARK; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Work Authorization No. Two between the City of Pompano Beach and Kimley-Horn and Associates, Inc. relating to the development of a Wildlife Hazard Assessment and Management Plan for the Municipal Air Park, a copy of which Work Authorization is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Work Authorization between the City of Pompano Beach and Kimley-Horn and Associates, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

**WORK AUTHORIZATION PURSUANT TO THE AGREEMENT
FOR PROFESSIONAL SERVICES BETWEEN
CITY OF POMPANO BEACH
AND KIMLEY-HORN AND ASSOCIATES, INC.**

Date: February 6, 2015

WORK AUTHORIZATION NO. Two - Wildlife Hazard Assessment and Management Plan

PROJECT NO. _____

TITLE: Pompano Beach Air Park – Wildlife Hazard Assessment and Management Plan

The services rendered pursuant to this Task Authorization No. Two are in accordance with the terms and conditions of the agreement for Professional Services between the City of Pompano Beach and Kimley-Horn and Associates, Inc. dated July 12, 2011 City resolution 2011-272, amended the 24th of September 2012 and approved by City resolution No. 2012-378, and amended the 24th of September 2013 and approved by City Resolution No. 2013-376 and amended the 16th of September 2014 and approved by City Resolution No.2014-305.

I. PROJECT DESCRIPTION

The Federal Aviation Administration (FAA) recommends that public-use airport operators who receive Federal grant-in-aid assistance implement standards and practices which discourage attracting hazardous wildlife on or near public-use airports. The development of a Wildlife Hazard Assessment is the first step in identifying potential hazards and in the development of a Wildlife Management Plan. The assessment includes a comprehensive review of wildlife on and in the vicinity of the Air Park and development of recommendations to reduce the identified wildlife hazard attractants.

Once the assessment is complete a Wildlife Hazard Management Plan will be developed based on the recommendations approved in the 12 month assessment. The Management Plan will be a concise document that includes the components pursuant to the guidelines in the Federal Register 14 CFR 139.337 (f).

II. SCOPE OF WORK

Task 1 – Review of Wildlife Strike Data and Methodology Development

The Kimley-Horn (KH) team comprising of Kimley-Horn and Associates and Environmental Resource Solutions (ERS) will collect past wildlife strike data from the FAA’s National Wildlife Strike Database and airport personnel to provide background information and/or trend history of reported strikes and wildlife hazard issues at the airpark (PMP). This information will be used

to prepare the methodology and locations used for data collection and analysis for the Wildlife Hazard Assessment document.

Task 2 – Initial Site Inspection

The KH team will hold a project “kick-off” meeting with airport staff and other stakeholders (as determined through consultation with the City). During the kick-off meeting, we will evaluate the airport operations area (AOA) and airport property to determine any changes from previous wildlife evaluations conducted at PMP, to identify potential wildlife hazard attractants and to evaluate the proposed wildlife observation areas. The site visit will focus on the AOA area, perimeter fencing, and any known wildlife hazard attractants on airport property. A technical memorandum outlining the findings from the initial site inspection will be prepared. This technical memo may include initial and/or interim recommendations to decrease potential wildlife hazard attractants depending on the findings.

Task 3 – Wildlife Surveys and Data Collection

Task 3.1- Identification of potentially hazardous wildlife species

1) Fixed-Point Surveys: Team biologists will conduct fixed-point surveys each month for one year at 10 to 20 pre-determined “Monitoring Stations”. The monitoring stations will be located along a survey circuit on the AOA and at off-site points surrounding the airpark. Two survey events will be conducted at PMP each month. Each survey event will consist of a dawn, midday, and dusk survey at each monitoring station. The wildlife biologists will record all species observations within a 5 minute interval at each monitoring station. Observations at these locations are documented through the use of a grid system. Binoculars will be used to observe and identify species. Survey events can occur at any time throughout the month. As with many other airports, the most cost effective approach to twice monthly surveys is to conduct two rounds of surveys within the same week.

2) General Observations: General observations will include any incidental wildlife observations made when not conducting a fixed-point survey at a station, e.g., observations made while traveling between stations or while conducting other activities on airport property. A grid overlaid on an aerial map of PMP will be used to identify the locations of these observations and they will be included in the Wildlife Hazard Assessment report.

3) Night Spotlight Surveys: Spotlight surveys will be conducted once a month following a fixed-point dusk survey, approximately 1-2 hours after sunset. Biologists will drive along service and perimeter roads on the airport property, and record all wildlife observations and their locations using the grid system. The focus of the spotlight survey is within the AOA.

4) Small-mammal Transects: Team biologists will establish several small-mammal trapping transects in order to monitor, via trapping, the presence or absence of small mammals on the airfield. Small-mammal transects will be surveyed twice during the 12 month assessment, once

each during the spring and fall seasons. Each survey consists of setting at least 50 Sherman-live traps.

Task 3.2 Identification and location of wildlife attractants

Habitat types, human activities, and other environmental factors influence the occurrence of potentially hazardous wildlife at PMP. To identify these wildlife attractants and their locations, the following data sources and onsite reconnaissance:

1. **Recent aerial photographs:** Aerial surveys of the airport and the surrounding area will be used to gain information regarding the location of onsite and nearby wetlands and surface waters as well as the location of other potential wildlife attracting features.
2. **Review of FAA Wildlife Strike Database:** Reviewing the current wildlife strike reports at PMP will give insight into what kind of species are currently causing concerns.
3. **Observations during the fixed-point surveys:** While conducting the fixed-point surveys and traveling between the monitoring stations, biologists will take note of all wetland areas, ditches, overgrown vegetation, low areas of standing water on the airfield, fence breaches, trees (also towers and signage) suitable for nesting or roosting on or near the airfield, stormwater ponds, and food sources (insects, vegetation, etc.) that could potentially attract wildlife. Observations will be noted on field data sheets.
4. **General review of on-site and off-site areas:** On-site evaluations will include review of the hangars and other buildings or structures on the airfield that may contain nesting or roosting sites; review of dumpsters and other waste receptacles near the public areas that may be attracting small mammals and birds. Off-site reviews will include restaurants with open dumpsters, the City of Pompano golf course, areas of open water and wetlands, and sewage disposal ponds and these areas may be noted as possible wildlife attractants near PMP in the Wildlife Hazard Assessment.

Task 4 – Data Input Analysis and Development of Recommendations

The wildlife observation data from Task 3 will be compiled for analysis. The following data analysis and/or graphic displays of analysis are included as part of the assessment document:

- Grid based wildlife data densities, seasonal densities, and if needed, species specific density graphics;
- Tabular and/or graph formatted data summaries of the above grid based wildlife data;
- Season or daily trend analysis of wildlife observation data;
- Night Spotlight Survey data analysis; and
- Small-mammal sampling data analysis.

To correlate the wildlife hazards to aircraft operations the following data analysis/graphic display of data will be conducted:

- Major flight corridors/operational activity compared to wildlife observation data;
- Wildlife observation data related to FAA AC 150/5200-33 (current edition), "Ranking of species groups as to relative hazard to aircraft..." information.
- A description of potential wildlife hazards within the FAA separation criteria outlined in FAA AC 150/5200-33 (current edition). This information will include general land use designations and potential areas for wildlife hazard attractants (for example: landfills, documented nesting sites, wildlife refuges, or protected natural areas managed for potentially hazardous wildlife):
 - 5,000 feet from the nearest air operations area (piston powered aircraft)
 - 10,000 feet from the nearest air operations area (turbine powered aircraft)
 - 5-mile range to protect approach, departure and circling airspace.

The KH will develop a list of recommended actions to reduce the identified wildlife hazard attractants on or near PMP. These recommendations will be based on the site reviews, wildlife monitoring survey, data analysis, and PMP personnel information that were gathered throughout the assessment process. Draft recommendations will be coordinated with PMP staff prior to finalizing the document.

Task 5 – Draft and Final WHA Document - Comment Review and FAA Submittal

The KH team will develop a Draft Wildlife Hazard Assessment document and submit the draft document to PMP for review and comment. After incorporating staff comments and edits, A Final Wildlife Hazard document will be prepared for submittal to the FAA. If necessary, we will provide assistance in responding to comments or questions from the FAA regarding the Final WHA document.

Task 6- Prepare Wildlife Hazard Management Plan

The KH team will work with Airpark staff to develop a Wildlife Hazard Management Plan (WHMP). The WHMP will be based on the recommendations approved in the 12-month Wildlife Hazard Assessment (WHA). The WHMP is a concise document that includes the following required components pursuant to the guidelines in 14 CFR 139.337 (f).

(1) A list of the individuals having authority and responsibility for implementing each aspect of the plan.

(2) A list prioritizing the following actions identified in the Wildlife Hazard Assessment and target dates for their initiation and completion:

(i) Wildlife population management;

(ii) Habitat modification; and

(iii) Land use changes.

(3) Requirements for and, where applicable, copies of local, State, and Federal wildlife control permits.

(4) Identification of resources that the Airpark will provide to implement the plan.

(5) Procedures to be followed during operations at PMP that at a minimum includes—

(i) Designation of personnel responsible for implementing the procedures;

(ii) Provisions to conduct physical inspections of the aircraft movement areas and other areas critical to successfully manage known wildlife hazards before operations begin;

(iii) Wildlife hazard control measures; and

(iv) Ways to communicate effectively between personnel conducting wildlife control or observing wildlife hazards and the air traffic control tower.

(6) Procedures to review and evaluate the wildlife hazard management plan every 12 consecutive months or following an event including:

(i) The plan's effectiveness in dealing with known wildlife hazards on and in the airport's vicinity and

(ii) Aspects of the wildlife hazards described in the wildlife hazard assessment that should be reevaluated.

(7) A training program conducted by a qualified wildlife damage management biologist to provide airport personnel with the knowledge and skills needed to successfully carry out the wildlife hazard management plan.

This task includes one (1) site visit and up to two (2) conference calls to review required information specific to PMP for inclusion in the plan. A Draft WHMP document (one digital copy) will be provided to PMP staff for review and comment. The KH Team will address airport comments and provide a Final WHMP (one digital and two print copies) to PMP for submittal to the Florida Department of Transportation (FDOT) and/or FAA. The KH Team will assist PMP staff in addressing comments from FDOT/FAA and revise the document if necessary.

Task 7 – Wildlife Training

The Consultant will conduct one wildlife hazard training exercise for PMP airport staff involved in the implementation of the WHMP. The training curriculum will be in accordance with FAA Wildlife Hazard Training guidelines outlined in A/C 150/5200-36A appendix D. The training will consist of one, four to six hour training session. During this training session, there will be a classroom portion and a field portion of training. The classroom portion of the training will utilize PowerPoint presentations and informational handouts to attendees. The field portion of the training will include wildlife observations and firearms safety training by a certified firearms

instructor (firearms safety applies to both pyrotechnics and live ammunition). If the airport intends to utilize pyrotechnics as part of their wildlife hazard management program, each attendee will participate in launching a pyrotechnic in a safe manner as part of the required training (pyrotechnic materials to be provide by the airport). A written evaluation will be administered to all class participants. A training log sheet for each participant will be provided to PMP for their training records.

Meetings/Consultation. Any requested meetings or consultation that are beyond the scope of services as described above will be invoiced on a time and materials basis at standard hourly rates (see attached fee schedule).

III. PROJECT SCHEDULE

We will provide our services within a reasonable length of time to meet a mutually agreed upon schedule. On site surveys will be conducted over a one year period. Documentation suitable for submittal to the FAA should be complete within 30 days of the final on site observation.

I. COMPENSATION

KH and it’s subconsultant will perform the Scope of Services described below for a lump sum fee identified below. There are no anticipated additional task related fees, such as permit fees, however, if they arise, the City will be notified prior to expending any cost.

The fees for these services are:

	<u>Task Total</u>	
	KHA	ERS
Task 1 –Review of Wildlife Strike Data & Methodology Development	\$5,210	\$3,000
Task 2 –Initial Site Inspection	\$ 6,660	\$3,500
Task 3 –Wildlife Surveys and Data Collection	\$37,120	\$17,965
Task 4 – Data Input Analysis and Development of Recommendations	\$ 8,280	\$5,000
Task 5 – Draft and Final WHA Document	\$12,020	\$2,500
Task 6- Prepare Wildlife Hazard Management Plan	\$2,230	\$5,580
<u>Task 7- Wildlife Training</u>	<u>\$2,320</u>	<u>\$2735</u>
SubTotal:	\$73,840	\$40,280
Total	\$114,120	

"CONSULTANT"
KIMLEY-HORN AND ASSOCIATES, INC.

Witnesses:

[Handwritten Signature]
Signature

By: *[Handwritten Signature]*
Signature

Cynthia Michael C. [Handwritten]
Name, Typed, Printed or Stamped

GARY R. RATAY
Name, Typed, Printed or Stamped

Title: SENIOR ASSOCIATE

Address: 600 N PINE ISLAND ROAD, STE 450
PLANTATION, FL 33324

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 4th day of November
2015, by Gary R. Ratay
on behalf of Kimley-Horn and Associates, Inc
who are personally known to me or has produced _____
as identification (type of identification).

NOTARY'S SEAL



[Handwritten Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Shanda S. Layne
(Name of Acknowledger Typed, Printed or Stamped)
FF 092573
Commission Number

"CONSULTANT"
KIMLEY-HORN AND ASSOCIATES, INC.

Witnesses:

Signature

By: _____
Signature

Name, Typed, Printed or Stamped

Name, Typed, Printed or Stamped

Title: _____

Address: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____,
2015, by _____
on behalf of _____,
who are personally known to me or has produced _____
as identification (type of identification).

NOTARY'S SEAL

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or
Stamped)

Commission Number

Meeting Date: November 10, 2015

Agenda Item 3

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY RELATING TO PARTICIPATION IN THE 2015 BYRNE JUSTICE ASSISTANCE GRANT; PROVIDING AN EFFECTIVE DATE.

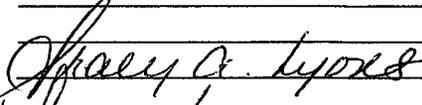
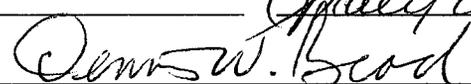
Summary of Purpose and Why:

The City was awarded \$63,996 under the 2015 Byrne Justice Assistance Grant (JAG).

In order to secure this funding, a Memorandum of Understanding needs to be executed with the Broward Sheriff's Office.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: City Managers Office
- (2) Primary staff contact: Ernesto Reyes/Wayne Adkins Ext. 4601
- (3) Expiration of contract, if applicable: September 30, 2018
- (4) Fiscal impact and source of funding: \$63,996 will be used to combat the synthetic drug epidemic in the City.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Budget	10/29/15	Approve	
City Attorney	11/29/15		
<input checked="" type="checkbox"/> City Manager			

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____



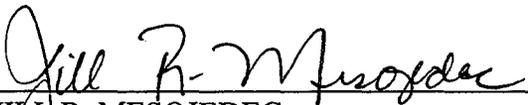
City Attorney's Communication #2016-122
October 28, 2015

TO: Ernesto Reyes, Assistant to the City Manager
FROM: Jill R. Mesojedec, FRP, Paralegal
VIA: Mark E. Berman, City Attorney 
RE: Resolution – FY 2015 Edward Byrne Justice Assistance Grant Memorandum of Understanding

As requested in your memorandum of October 26, 2015, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY RELATING TO PARTICIPATION IN THE 2015 EDWARD BYRNE JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT PROGRAM; PROVIDING AN EFFECTIVE DATE.

Please attach the appropriate city signature page to the Memorandum of Understanding prior to presenting the resolution to the City Commission.



JILL R. MESOJEDEC

/jrm
l:cor/mgr/atcm/2016-122

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY RELATING TO PARTICIPATION IN THE 2015 EDWARD BYRNE JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT PROGRAM; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Memorandum of Understanding between the City of Pompano Beach and the Sheriff of Broward County relating to participation in the 2015 Edward Byrne Justice Assistance Local Solicitation Grant Program, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the Sheriff of Broward County.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



Sheriff Scott Israel

Date: October 22, 2015

JSH15-128

To: Dennis Beach, City Manager
City of Pompano Beach

From: Major John Hale 
Pompano Beach District

Subject: 2015 Edward Byrne Justice Assistance Local Solicitation Grant MOU

Enclosed is the 2015 Edward Byrne JAG MOU for Broward County. We respectfully request you place this on the City Commission Agenda for consideration.

JSH/aaf
Attachments

2015 OCT 23 PM 2:17

**2015 EDWARD BYRNE JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereinafter "participating agencies"):

Broward Sheriff's Office (BSO)	City of Hollywood	City of Pembroke Pines
City of Coral Springs	City of Lauderdale Lakes	City of Plantation
City of Dania Beach	City of Lauderhill	City of Pompano Beach
Town of Davie	City of Miramar	City of Sunrise
City of Deerfield Beach	City of North Lauderdale	City of Tamarac
City of Fort Lauderdale	City of Oakland Park	
City of Hallandale Beach		

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies, listed above.

WHEREAS, Broward County has been identified as a "disparate" County; and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the Edward Byrne Justice Assistance Grant (hereinafter "JAG"); and

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Program; and

WHEREAS, the BSO has been selected as through this MOU, to administer the program and serve as the fiscal agent for the disbursement of all funds received for the JAG Program.

THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

Purpose

This MOU establishes the relationship between the parties for participation in the FY 2015 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number 2015-DJ-BX-1021).

Procedures

1. The Broward Sheriff's Office (BSO) will serve as the lead agency and grant administrator for the agencies in Broward County, Florida participating in the

JAG Program. Pursuant to the JAG Program guidelines, funding for the JAG Program will be provided to BSO.

2. The BSO shall then disperse the funds to the parties in the amounts determined by the JAG Program. For municipalities that currently contract with BSO for law enforcement services, the BSO shall retain the funds for use in the appropriate BSO Districts pursuant to the contracts for law enforcement services.
3. Each party shall be responsible for submitting its own application for their individual JAG Program to the Broward Sheriff's Office. The Broward Sheriff's Office, Grants Management Office will prepare the single application to include the Program Narrative and Budget Narrative, and shall submit the application to the Department of Justice.

The grant award to each party is as follows:

Jurisdiction Name	Formula-Based Award	Less 7.23 % Indirect Cost Allocation
Broward Sheriff's Office	\$20,828.00	\$19,322.14
City of Coral Springs	\$16,068.00	\$14,906.28
City of Dania Beach	\$13,252.00	\$12,293.88
Town of Davie	\$23,621.00	\$21,913.20
City of Deerfield Beach	\$23,598.00	\$21,891.86
City of Fort Lauderdale	\$104,462.00	\$96,909.40
City of Hallandale Beach	\$20,233.00	\$18,770.15
City of Hollywood	\$46,303.00	\$42,955.29
City of Lauderdale Lakes	\$23,209.00	\$21,530.99
City of Lauderhill	\$38,590.00	\$35,799.94
City of Miramar	\$34,950.00	\$32,423.12
City of North Lauderdale	\$14,511.00	\$13,461.85
City of Oakland Park	\$21,881.00	\$20,299.00
City of Pembroke Pines	\$18,837.00	\$17,475.08
City of Plantation	\$20,165.00	\$18,707.07
City of Pompano Beach	\$63,996.00	\$59,369.09
City of Sunrise	\$17,487.00	\$16,222.69
City of Tamarac	\$12,589.00	\$11,678.82
TOTAL	\$534,580.00	Award Less Amount of Indirect Cost \$495,929.85

Term and Termination

1. This MOU shall remain in effect from October 1, 2014 through September 30, 2018, and its continuation shall be subject to the availability of necessary funding from the JAG Program.
2. A participating agency may withdraw from this agreement at any time by providing thirty (30) days written notice of its intent to withdraw to all other participating agencies.
3. This MOU may be terminated upon the written consent of all parties to this MOU.

Amendments

This MOU may be modified at any time upon the written agreement of all of the participating agencies.

Insurance and Indemnification

1. Each party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, automobile liability insurance and workers compensation insurance policy or maintain a self-insuring fund for the term of the Agreement in the amounts determined by each party to adequately insure said party's liability assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity. The participating agencies agree to provide BSO within thirty (30) days of entering this Agreement with proof of insurance if requested.
2. Each party shall be responsible for the negligent acts or omissions of their respective employees in accordance with Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections.

Guidelines

In performing its duties, responsibilities and obligations pursuant to this Agreement, each party agrees to adhere to the requirement standards set forth in the Office of Justice Programs' *Financial Guide*, as amended and Federal OMB Circular A-133, as applicable.

Records

- a. Each party understands that any and all records created as a result of participating in this Program may be subject to public disclosure pursuant to the Public Records Statute, Fla. Stat. Section 119.07 and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.

- b. Each party shall maintain its own respective records and documents associated with MOU sufficient to demonstrate compliance with the terms of this Agreement for a period of five (5) years from the date of execution of the MOU and shall allow BSO access to such records upon request.
- c. Each party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to BSO, its employees, and agents. The term "agents" shall include, but is not limited to, auditors retained or employed by BSO. The term "reasonable" shall be construed according to the individual party circumstances but ordinarily shall mean during normal business hours of 8:00 am to 5:00 pm, local time, Monday through Friday.
- d. Upon reasonable notice, the participating agency shall provide BSO with any additional documentation, information, or reports as may be required by BSO.

Execution

This agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

2015 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.

BROWARD COUNTY SHERIFF'S OFFICE

By: Scott J. Israel
Scott J. Israel, Sheriff

Date: 10/16/15

Approved as to form and legal sufficiency subject to the execution by the parties:

By: [Signature]
Ronald M. Gunzburger, General Counsel
Office of the General Counsel

Date: 10/15/15

2015 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.

CITY OF POMPANO BEACH

Authorized Representative

Date: _____

Printed Name

Title

Approved as to form and legal sufficiency subject to execution by the parties:

By: _____
City Attorney

Date: _____

**2015 EDWARD BYRNE JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT
MEMORANDUM OF UNDERSTANDING (MOU)**

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City of Hallandale Beach		

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WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Program; and

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3. This MOU may be terminated upon the written consent of all parties to this MOU.

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- a. Each party understands that any and all records created as a result of participating in this Program may be subject to public disclosure pursuant to the Public Records Statute, Fla. Stat. Section 119.07 and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.

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- c. Each party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to BSO, its employees, and agents. The term "agents" shall include, but is not limited to, auditors retained or employed by BSO. The term "reasonable" shall be construed according to the individual party circumstances but ordinarily shall mean during normal business hours of 8:00 am to 5:00 pm, local time, Monday through Friday.
- d. Upon reasonable notice, the participating agency shall provide BSO with any additional documentation, information, or reports as may be required by BSO.

Execution

This agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

2015 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.

BROWARD COUNTY SHERIFF'S OFFICE

By: Scott J. Israel
Scott J. Israel, Sheriff

Date: 10/16/15

Approved as to form and legal sufficiency
subject to the execution by the parties:

By: [Signature]
Ronald M. Gunzburger, General Counsel
Office of the General Counsel

Date: 10/15/15

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

CITY OF POMPANO BEACH

BROWARD SHERIFF'S OFFICE POMPANO BEACH DISTRICT

**Edward Byrne Memorial Justice Assistance Grant Program
FY 2015**



Sheriff Scott Israel

Synthetic Drug Epidemic

SPENDING PLAN

Date: June 4, 2015

CITY OF POMPANO BEACH

BROWARD SHERIFF'S OFFICE POMPANO BEACH DISTRICT

JAG Funds

\$63,996.00

Project Abstract

Broward County, Florida and its 1.8 million residents are being "invaded" by a new drug on the street to the likes of which we have never seen before. A new synthetic drug referred to as "flakka" appears to be as potent and addictive as bath salts, a new recent suggests.¹ Flakka and bath salts are chemically similar. Flakka can cause heart palpitations and aggressive, violent behavior known as Excited Delirium. Use of the drug can affect the kidneys, leading to kidney failure or death. Increases in Flakka use have recently been reported in Florida, Ohio and Texas. The same drug is sold in other parts of the country as "Gravel." While its effects are generally felt for three or four hours, they can continue for days. Police in south Florida have seen a growing number of cases of bizarre and uncontrollable behavior linked to the street drug called flakka, one of the newest chemicals in the booming category of synthetic or designer drugs.² In Florida, Flakka contains alpha-PVP, a substance that provides an instant sense of euphoria, according to Jim Hall of Nova Southeastern University in Fort Lauderdale. The drug also gives a boost in physical strength that is similar to other stimulants, such as Ecstasy and cocaine, he said. Hospitals in South Florida are admitting 20 new patients a day for Flakka abuse, Hall told *Fox News*. "One of the reasons we think alpha-PVP is such a problem is because it is extremely dose-specific, and even just a little dose will give a person the desired effect they want," he said. "Just a little more can create a number of serious adverse effects to the point the user doesn't even know." Flakka, which comes in crystalline rock form, can be snorted, swallowed, injected or vaped in an e-cigarette. While its effects are generally felt for three or four hours, they can continue for days. It is being sold in Florida for \$5 for one-tenth of a gram. "It's cheap like crack cocaine," Hall said. "This is as close as we've come to a crack cocaine problem since 1995 in terms of the severe reactions, low prices, and that it's available to young kids, and even homeless populations are now impacted."³

The Broward Sheriff's Office is committed to combating synthetic drugs hitting our streets within the County. The Local JAG Grant will be to provide resources to address, this epidemic.

¹ Partnership for a Drug-Free Kids

² CBA News, April 2, 2015

³ National Council on Alcoholism & Dependence Inc.

CITY OF POMPANO BEACH

BROWARD SHERIFF'S OFFICE POMPANO BEACH DISTRICT

| The spending plan is specifically designed to provide direct contact with individuals and families affected by synthetic drugs through a comprehensive solution-based initiative. The initiative provides synthetic drug awareness and training for law enforcement. It further provides outreach by law enforcement and non-governmental drug addiction outreach organizations to provide valuable recovery resources and assistance.

CITY OF POMPANO BEACH

BROWARD SHERIFF'S OFFICE POMPANO BEACH DISTRICT

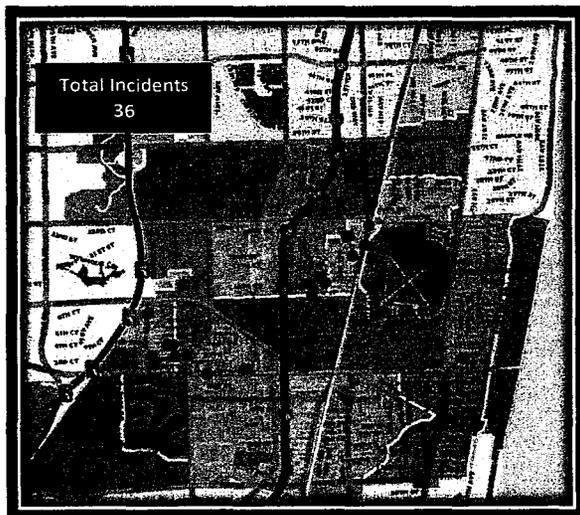
Project Narrative

Problem Identification

Centrally located in Florida's famous Gold Coast, today, Pompano Beach covers over 25 square miles in northern Broward County. The City has over 101,400 residents which raises to over 150,000 during the season, when our part-time residents return to enjoy our number one resource-the sun. Pompano Beach is located on the southeast coast of Florida, midway between Miami and Palm Beach, (approximately 33 miles to both cities). Pompano Beach is in the heart of everything! Minutes from Ft. Lauderdale, Pompano Beach is the third largest of Broward County's 29 municipalities. Conveniently located close to major shopping and attractions, Pompano Beach is only 12 miles from the Ft. Lauderdale / Hollywood International Airport and Port Everglades. Pompano Beach provides the lifestyle of a quiet seaside community with the benefits of a major metropolitan area. However, Pompano Beach has seen a significant increase in synthetic drug incidents as well as crimes committed while under the influence of such Flakka.

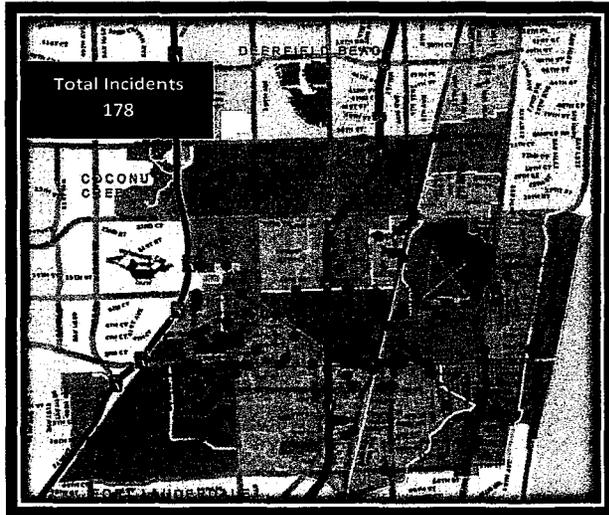
For the period October 1, 2013 through December 31st, 2014, synthetic drugs in the City were almost non-existent or unheard of. The Broward Sheriff's Office's Pompano Beach District reported **36** incidents resulting in **5** arrests.

October 1, 2013 - December 31, 2014 (15-Month Period)



Source: Crimestar/OSSI

January 1, 2015 - May 31, 2015 (5-Month Period)



Source: Crimestar/OSSI

CITY OF POMPANO BEACH

BROWARD SHERIFF'S OFFICE POMPANO BEACH DISTRICT

Our data indicates the epidemic began January 1, 2015. Based on YTD Calendar year 2015, there were a total of 178 incidents during this 5-month period resulting in 49 arrests made. ⁴

Solution-based Initiative

In order for the City of Pompano Beach to undertake a solution-based initiative reaching out to the community, it should begin engaging faith-based institutions, community based organizations and homeowner's associations in awareness and training about Flakka. This training, conducted in conjunction with other outreach partnerships to provide the public and law enforcement training on how best to provide information to the public.

⁴ Crimestar/OSSI

CITY OF POMPANO BEACH

BROWARD SHERIFF'S OFFICE POMPANO BEACH DISTRICT

Project Budget

Total Grant Allocation: **\$63,996.00**

Administrative costs: **- \$4,626.91**

The JALSG allows for the lead agency to take up to 10% of the total award amount to defray the administrative costs of administering the award. For this grant program, the Broward Sheriff's Office has elected to take 7.23% of the award amount for each grantee to cover the costs incurred by the Broward Sheriff's Office to administer the grant.

Total Available Grant to the City: **\$59,369.09**

1. Crime Analyst **- \$7,500.00**

The City of Pompano Beach agrees to support the crime analysis project submitted by the Broward Sheriff's Office, and will allocate \$7,000.00 of our JAG 2015 Local Solicitation award to the project.

2. Overtime for law enforcement and/or support personnel (Includes FICA & Retirement) **- \$38,337.09**

Certified law enforcement officers to conduct overt/covert operations and town hall meetings @ average of \$68.00 hourly wage = 653 hours

3. General Use Supply Funding **- \$9,077.00**

- Printed Training Materials for Law Enforcement personnel
- 500 Law Enforcement Synthetic Drug Test Kits

4. Publication/Marketing **- \$4,455.00**

Brochures and Posters to educate the public to contact BSO to report Synthetic Drug use and drug dealers

Budget Summary – When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Request	Non-Federal Amounts	Total
A. Personnel	\$35,959	\$0	\$35,959
B. Fringe Benefits	\$9,878	\$0	\$9,878
C. Travel	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0
E. Supplies	\$13,532	\$0	\$13,532
F. Construction	\$0	\$0	\$0
G. Consultants/Contracts	\$0	\$0	\$0
H. Other	\$0	\$0	\$0
Total Direct Costs	\$59,369	\$0	\$59,369
I. Indirect Costs	\$0	\$0	\$0
TOTAL PROJECT COSTS	\$59,369	\$0	\$59,369

Federal Request	\$59,369
Non-Federal Amount	\$0
Total Project Cost	\$59,369

Public Reporting Burden

Paperwork Reduction Act Notice: Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this application is four (4) hours per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write the Office of Justice Programs, Office of the Chief Financial Officer, 810 Seventh Street, NW, Washington, DC 20531; and to the Public Use Reports Project, 1121-0188, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/
 _____ _____ _____ Discussion _____
 Presentation

SHORT TITLE

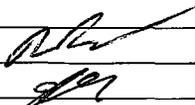
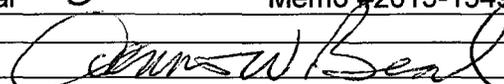
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, SUPPORTING THE BROWARD METROPOLITAN ORGANIZATION'S 2017-2019 MOBILITY PROJECTS PLAN FOR THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Broward Metropolitan Planning Organization (MPO) has six "Mobility" projects planned for Pompano Beach. Mobility projects are bicycle and pedestrian facilities funded by the MPO that seek to complement the goals and vision of the MPO's Complete Streets initiative. They are programmed for design and construction between 2017 through 2019. In order to establish community support for the projects, the City hosted an Open House on July 16, 2015 at the Emma Lou Olson Civic Center. Administrative Memo #15-514 provides additional details regarding the six Mobility projects as well as the outcome of the Open House. Staff recommends the City Commission adopt a resolution showing support for all six Mobility projects. Should the City adopt the resolution, the MPO will prepare design drawings which will then be reviewed with the City.

TABLED FROM OCTOBER 27, 2015 CITY COMMISSION MEETING

- (1) Origin of request for this action: Development Services Dept.
- (2) Primary staff contact: Robin M. Bird/ Karen Friedman Ext. 7792
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	09/17/2015	Approval	Memo #15-514 
City Attorney	09/02/2015	Approval	Memo #2015-1549 
X City Manager			

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



City Attorney's Communication #2015-1549
September 2, 2015

TO: Karen Friedman, AICP, Principal Planner
FROM: Mark E. Berman, City Attorney
RE: Resolution – Broward MPO 2017-2019 Mobility Projects

As requested in your memorandum of August 31, 2015, Department of Development Services Memorandum No. 15-457, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, SUPPORTING THE BROWARD METROPOLITAN PLANNING ORGANIZATION'S 2017-2019 MOBILITY PROJECTS PLAN FOR THE CITY; PROVIDING AN EFFECTIVE DATE.

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


MARK E. BERMAN

/jrm
l:cor/dev-srv/2015-1549

Attachment

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, SUPPORTING THE BROWARD METROPOLITAN PLANNING ORGANIZATION'S 2017-2019 MOBILITY PROJECTS PLAN FOR THE CITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward Metropolitan Planning Organization (MPO) 2017-2019 Complete Streets initiative has identified mobility projects, six of which are fully or partially within the City of Pompano Beach; and

WHEREAS, the City Commission believes the proposed projects are in the best interest of the citizens of Pompano Beach; now, therefore,

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

SECTION 1. That the City of Pompano Beach supports and endorses the six mobility projects fully or partially within the City of Pompano Beach, as is more fully set forth in Exhibit "A" attached hereto and made a part of this Resolution.

SECTION 2. The City Clerk is hereby directed to transmit copies of this Resolution to the Broward MPO.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

EXHIBIT A

1. NE 48th /49th St (Dixie Highway to US1)
 - New Bicycle Lane on north side
 - New Bicycle Lane on south side
2. NE 5th Ave (NE10th Street to Copans Road)
 - Widening Bicycle Path
3. NE 10th St (NE 5th Ave to US1)
 - Widening Bicycle Path on north side
 - New Bicycle Path on south side
4. NE 11th Ave (Atlantic Blvd to NE 10th Street)
 - New Sidewalk on east side
 - Complete Sidewalk on west side
5. NE 4th St (NE 11th Ave to US1)
 - New Sidewalk on south side
6. SE 2nd St (NE 11th Ave to US 1)
 - New Sidewalk on north side
 - New Sidewalk on south side



MEMORANDUM

Development Services

ADMINISTRATIVE REPORT NO. 15-514

DATE: September 17, 2015

TO: Robin M Bird, Development Services Director

FROM: Karen Friedman, AICP, Principal Planner

KBF

RE: Broward MPO 2017-2019 Mobility Projects

Please find attached a detailed report of the six proposed projects, as well as the outcome of the Open House meeting.

G:\Planning\STREETS Planning\MPO Mobility Projects\2017-2019 Projects\Memo_RB.docx

Broward County Metropolitan Planning Organization's 2017-2019 Proposed Sidewalk/Bicycle Improvements

City Commission

October 13, 2015

Karen Friedman, AICP, Principal Planner



Contents

- ▶ 2017/2019 Mobility Projects Information
- ▶ List of Projects
- ▶ Pictorial Review of proposed project locations
- ▶ Information from Citywide Parks Master Plan
- ▶ Information from City's Complete Streets Design Manual
- ▶ Outreach Meeting Invitation
- ▶ Outreach Meeting Sign-In Sheet
- ▶ Comments received at Outreach Meeting
- ▶ Comments received via email

2017 / 2019 Mobility Projects Information

- ▶ Projects are all identified in the Broward County Long Range Transportation Plan
- ▶ Fully funded by the Broward County MPO
- ▶ Project Design Dates
 - Start as early as July 2016
 - Start as late as June 2017
- ▶ Project Construction
 - Start as early as July 2018*
 - Start as late as June 2019*
 - ❖ Due to the recent repaving of NE 48th / 49th Street, MPO would extend the construction date for that project to start as early as July 2019 and as late as June 2020

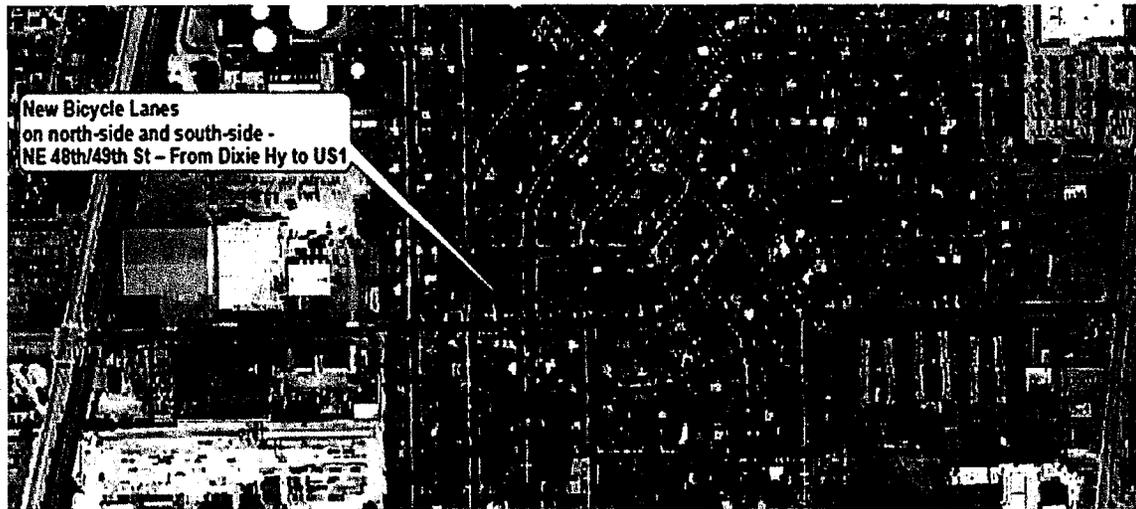
List of Projects

- ▶ **NE 48th /49th St (Dixie Highway to US1)**
 - New Bicycle Lanes on north side
 - New Bicycle Lanes on south side
- ▶ **NE 5th Ave (NE10th Street to Copans Road)**
 - Widening Bicycle Path
- ▶ **NE 10th St (NE 5th Ave to US1)**
 - Widening Bicycle Path on north side
 - New Bicycle Path on south side
- ▶ **NE 11th Ave (Atlantic Blvd to NE 10th Street)**
 - New Sidewalk on east side
 - Complete Sidewalk on west side
- ▶ **NE 4th St (NE 11th Ave to US1)**
 - New Sidewalk on south side
- ▶ **SE 2nd St (NE 11th Ave to US 1)**
 - New Sidewalk on north side
 - New Sidewalk on south side

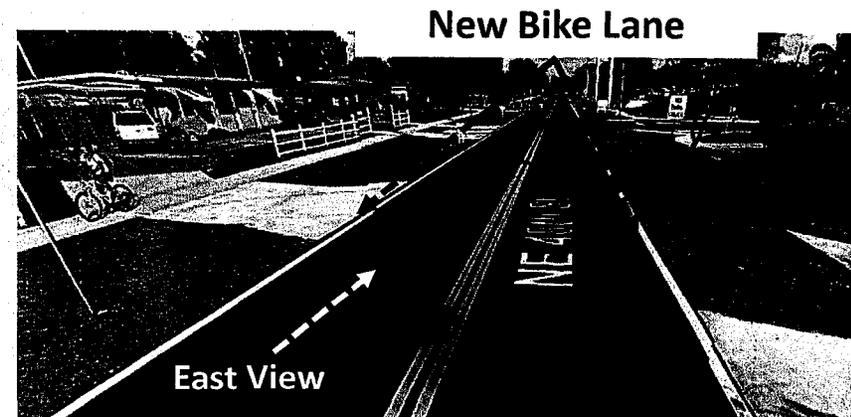
Pictorial Review of Proposed Projects

NE 48th /49th St (Dixie Highway to US1)

New bicycle lanes on North and South side

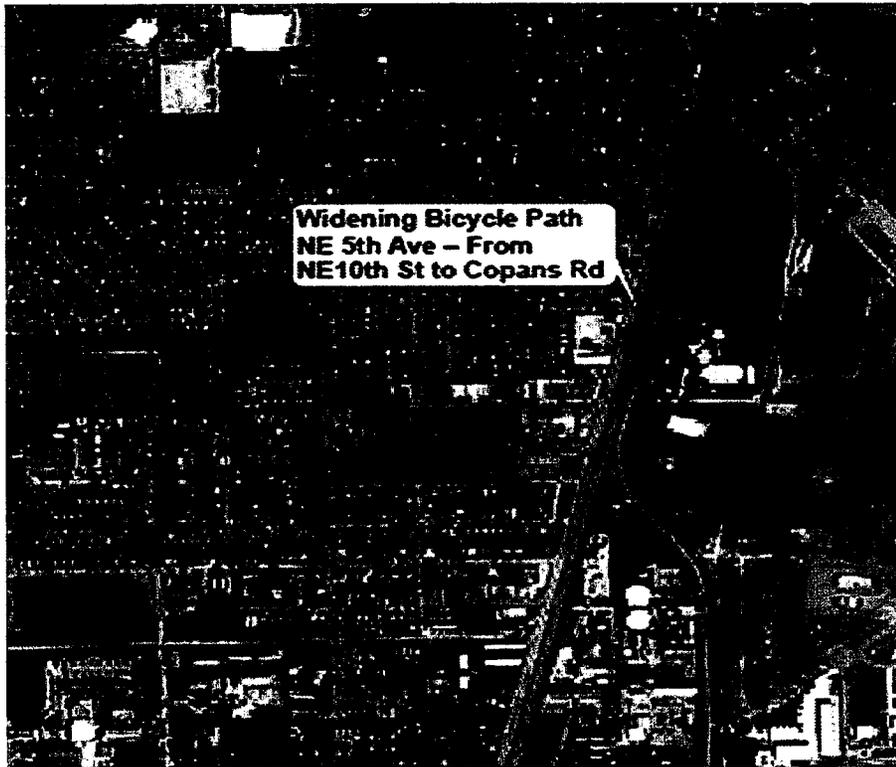


Comment: In order to build a five foot wide bike lane on both sides of the street, the project includes narrowing the existing lanes from 12 feet wide to 10 feet wide, and increasing the paved right of way three feet on both sides.

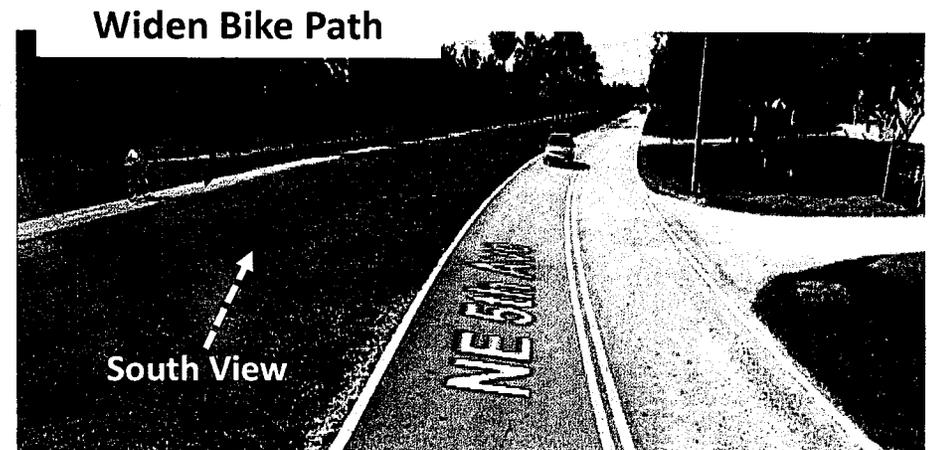
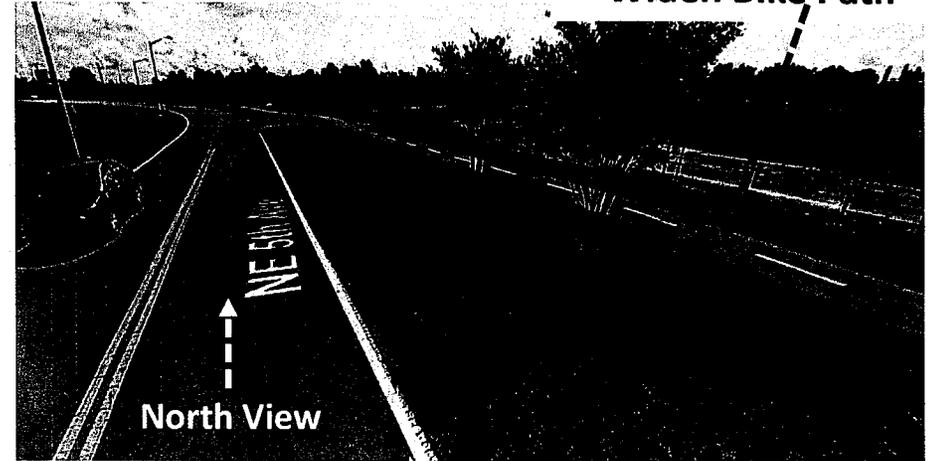


NE 5th Ave (NE10th Street to Copans Road)

Widening bicycle path

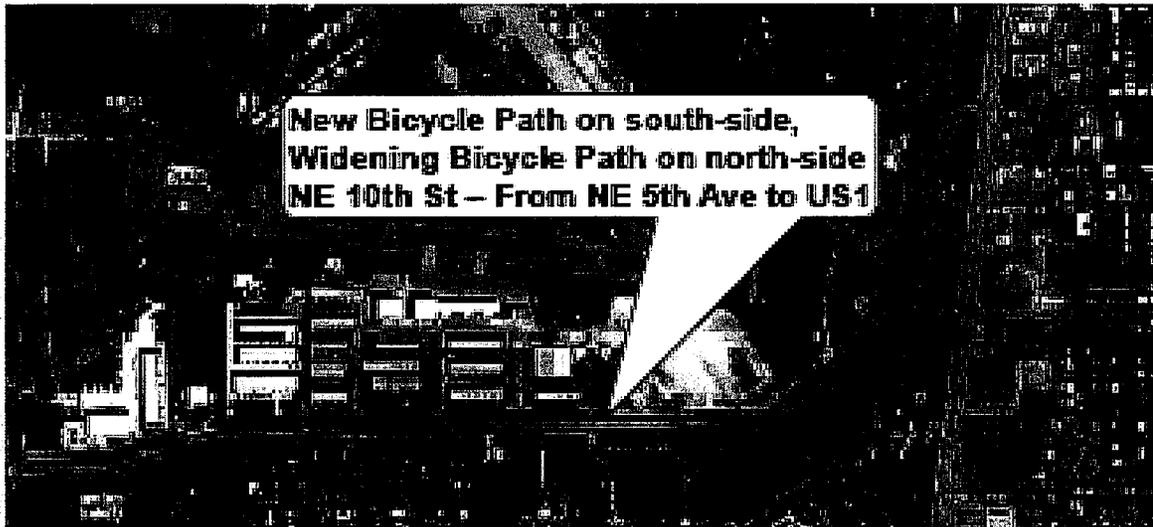


Comment: The scope for this project includes widening the existing multipurpose path to 12 ft.



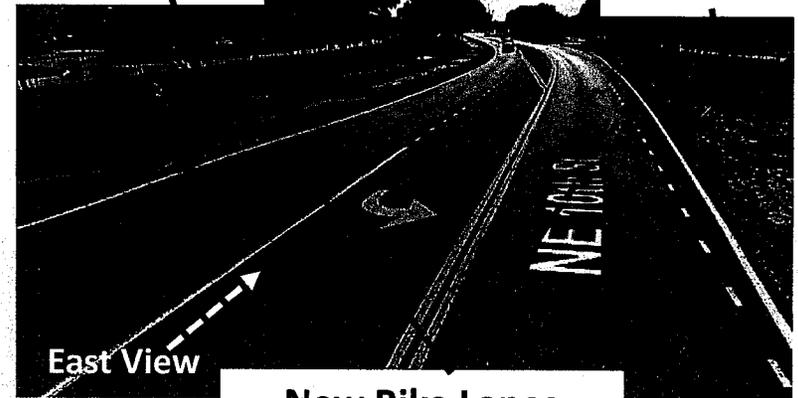
NE 10th St (NE 5th Ave to US1)

Widening bicycle path on North side and new bicycle path on South side



Widen Bike Path

New Bike Path



Comment: The scope for this project includes widening the existing multipurpose path (on north side) to 12 ft, creating a new multipurpose path on south side of road, and widening road 2 feet on each side to accommodate 5 ft on-street bike lanes on both sides.

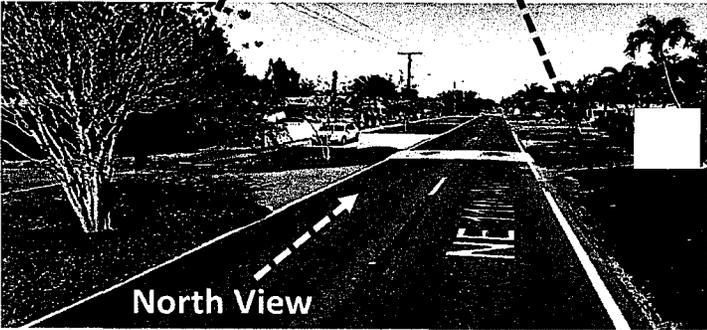
NE 11th Ave (Atlantic Blvd to NE 10th Street)

New sidewalk on East side and complete sidewalk on West side



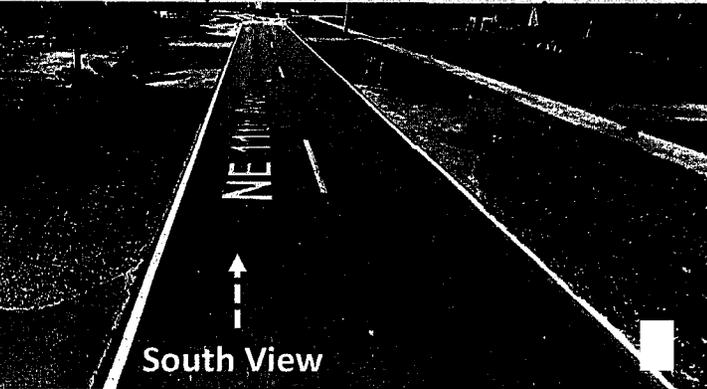
Complete Sidewalk

New Sidewalk



New Sidewalk

Complete Sidewalk

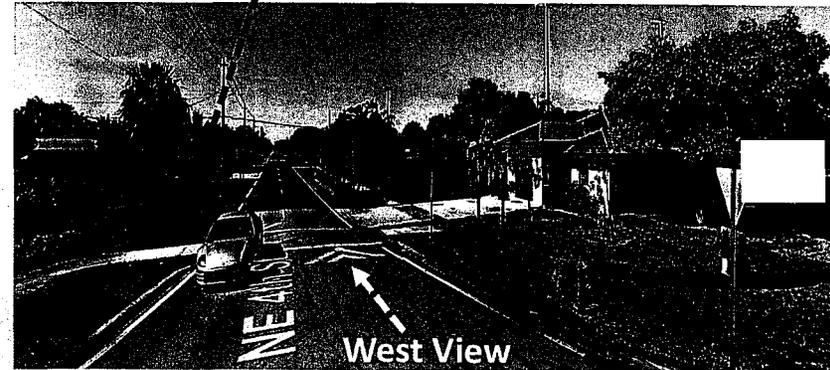


NE 4th St (NE 11th Ave to US1)

New sidewalk on South side



New Sidewalk

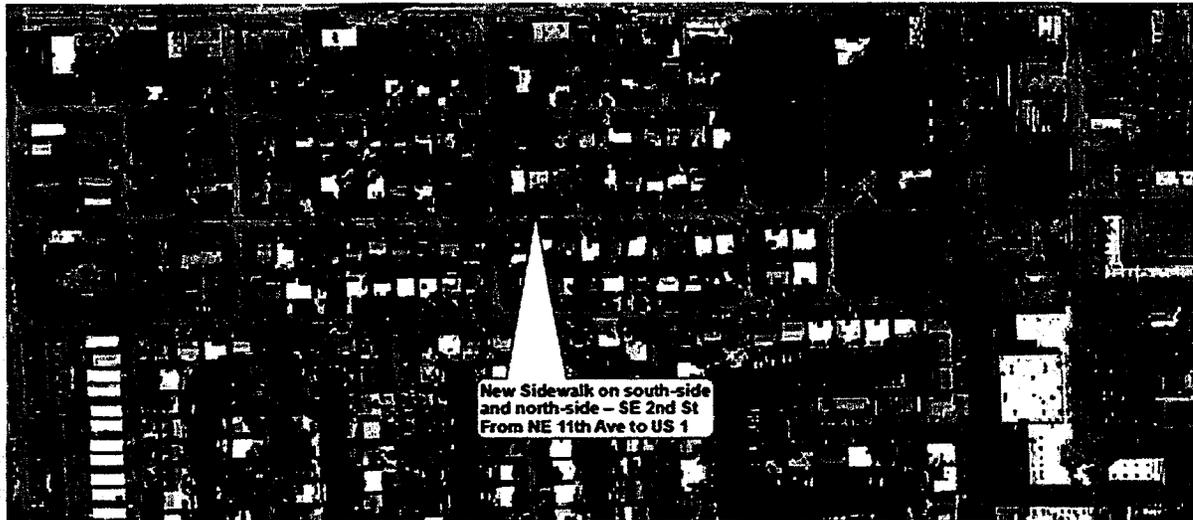


New Sidewalk



SE 2nd St (NE 11th Ave to US 1)

New sidewalk on North and South side



New Sidewalk



New Sidewalk





CITY WIDE PARKS MASTER PLAN

April 23, 2013



NE 48th /49th St (Dixie Highway to US1)

New bicycle lanes on North and South side



Comment – The proposed bike lanes along NE 48th / 49th Street would be accessible from the planned “North Pompano Bicycle Boulevard to Highlands Park”

LEGEND

 Bicycle Boulevard	 Route Information	 Highlands Park North Broward Park Sandpur Park	 Bikeway	 New Access to N. Federal Hwy
 Intersection Improvement / Pedestrian Crossing	 Pavement Directional Marking			

Figure 13.E - North Pompano Bicycle Boulevard to Highlands Park

NE 5th Ave (NE10th Street to Copans Road)

Widening bicycle path

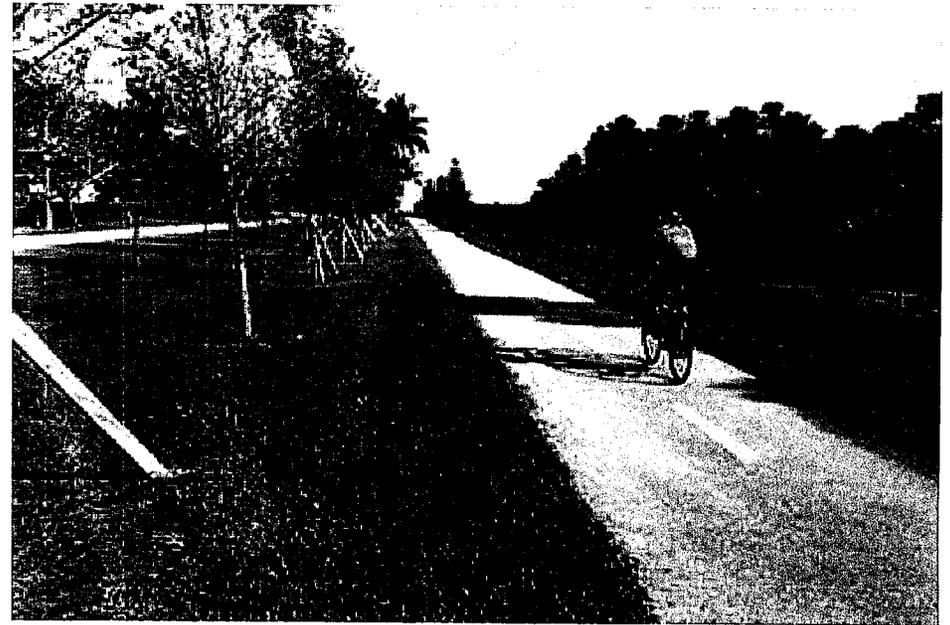
13.6. POMPANO AIR PARK JOGGING AND BICYCLE TRAIL

Few cities in South Florida possess a facility of the magnitude and central location as the Air Park Jogging and Bicycle Trail. Bordering the Pompano Beach Airport and the Municipal Golf Course the jogging and bicycle trail provide approximately 4.4 miles (7.1 Kilometers) of virtually uninterrupted bicycle and jogging lanes.

Cognizant of its importance the City of Pompano Beach has invested and is investing in providing a well surfaced path with attractive landscape and shade protection.

The proposed Bicycle Boulevard System established the Air Park Jogging and Bicycle Trail as the heart of the City's Bicycle system to where all Bicycle Boulevard Paths eventually lead. Also, because of its relative central location in the City of Pompano Beach, connecting all the Bicycle Boulevards to the Airpark as a destination and distribution hub makes sense.

During the final workshop it was expressed that the present trail is not wide enough to accommodate both pedestrian and bicycle traffic. It is recommended that the Air Park Jogging and Bicycle Trail be widened to ten (10) feet to allow adequate flow of both pedestrian and bicycle traffic.



Comment: Proposed MPO Project is consistent with the recommendations regarding the Pompano Air Park Jogging and Bicycle Trail

NE 10th St (NE 5th Ave to US1)

Widening bicycle path on North side and new bicycle path on South side

Comment: Proposed MPO Project is consistent with the "Central Area Bicycle Boulevard Plan"



LEGEND

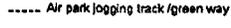
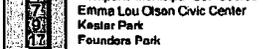
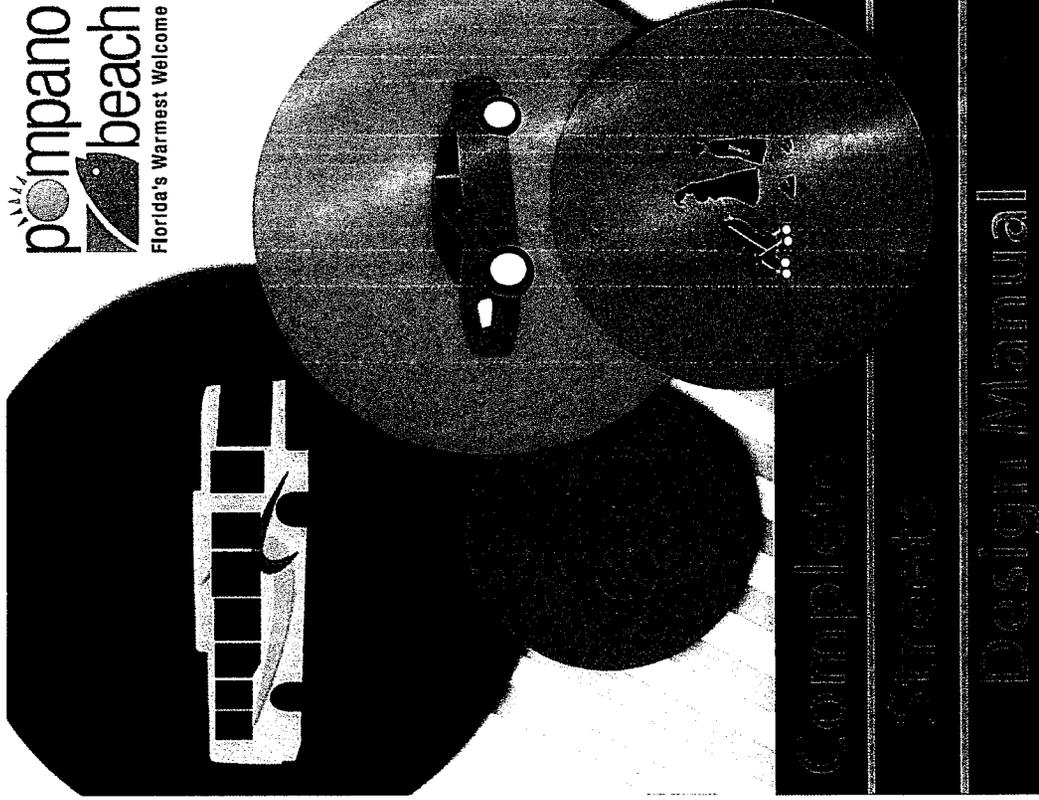
-  Bicycle Boulevard
-  Route Information
-  Sand & Spur Equestrian Park
-  Air park jogging track / green way
-  Intersection Improvement / Pedestrian Crossing
-  Pavement Directional Marking
-  Pompano Municipal Golf Course
-  Bikeway
-  Emma Lou Olson Civic Center
-  North
-  Kestler Park
-  Founders Park

Figure 13.F - Central Area Bicycle Boulevard

pompano
beach
Florida's Warmest Welcome



Complete
Street
Design Manual

Community Building

Complete Streets play an important role in livable communities, where all people – regardless of age, ability or mode of transportation – feel safe and welcome on the roadways.

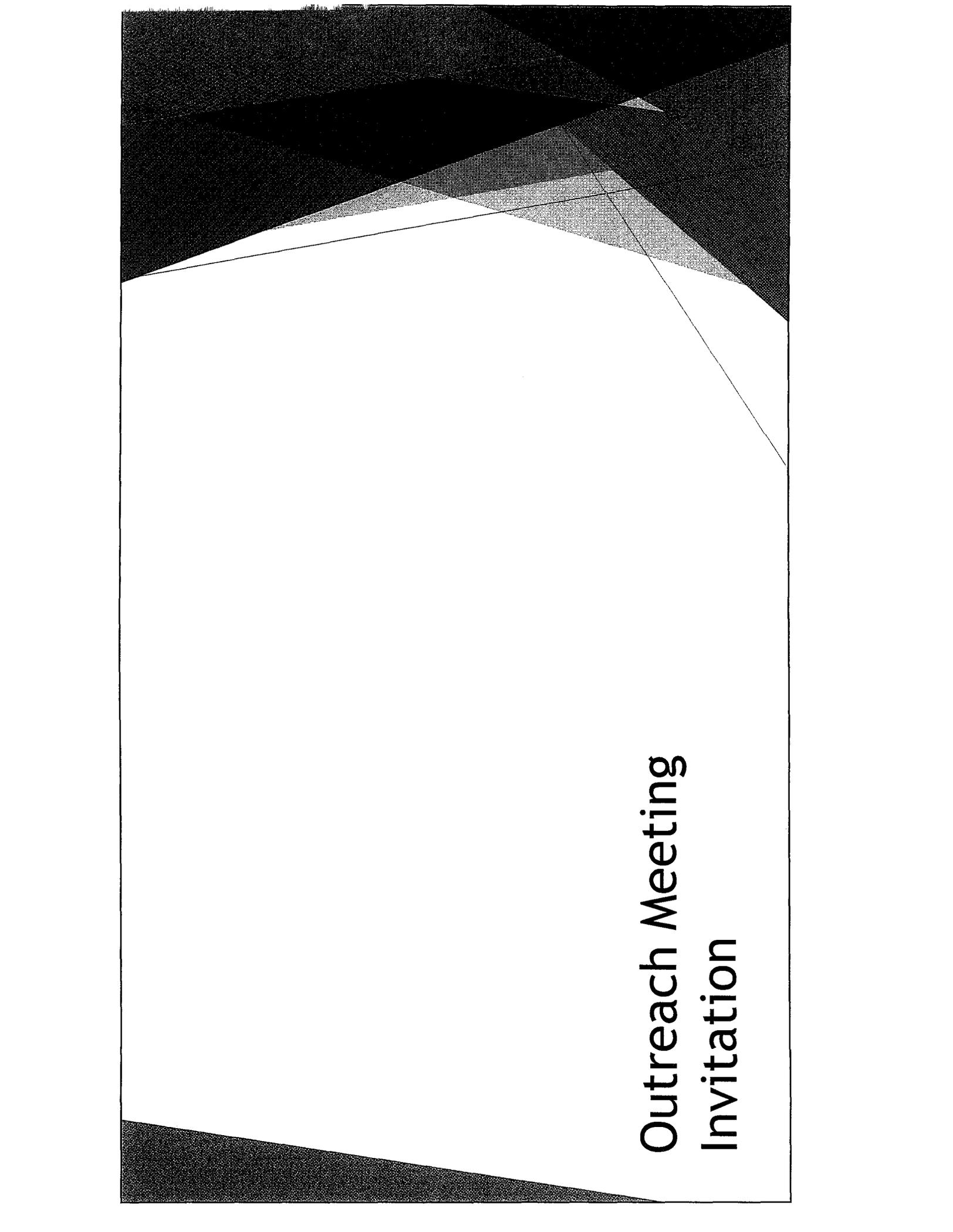
Sustainability

Complete Streets address climate change and oil dependence by allowing people to make short trips throughout the day by walking or biking instead of utilizing the car. The Broward Metropolitan Planning Organization (MPO) 2035 *Long Range Transportation Plan* (LRTP) calls for a shift from investment in automobile-centric projects to transit and other modes that support transit. The 2001 National Household Transportation Survey found that 50% of all trips in metropolitan areas are three miles or less and 28% of all metropolitan trips are one mile or less – distances easy to walk, bike, or hop a bus or train. Yet 65% of the shortest trips are now made by automobile, in part because of incomplete streets that make it dangerous or unpleasant for other modes of travel. Complete Streets support the sustainable transportation vision established by the MPO and its constituencies and city neighbors.

Public Health

Complete Streets encourage walking and bicycling for health by providing safe places to be active. The Centers for Disease Control (CDC) identified a strong correlation between the level of planning and investments in infrastructure and decreasing incidents of some of the most serious health concerns facing the United States, including heart disease, obesity, and diabetes. The National Institutes of Medicine recommends fighting childhood obesity by establishing ordinances to encourage construction of sidewalks, bikeways, and other places for physical activity.

Comment: The proposed sidewalks and bike lanes are consistent with the City's Complete Streets Design Manual as they promote different modes of transportation, allow short trips to be made via walking or biking, and promote physical activity.



Outreach Meeting Invitation

PUBLIC INFORMATION OPEN HOUSE

Broward County Metropolitan Planning Organization's 2017-2019 Proposed Sidewalk/Bicycle Improvements

When: Thursday, July 16, 2016

Where: Emma Lou Olson Civic Center - 1801 NE 6th Street

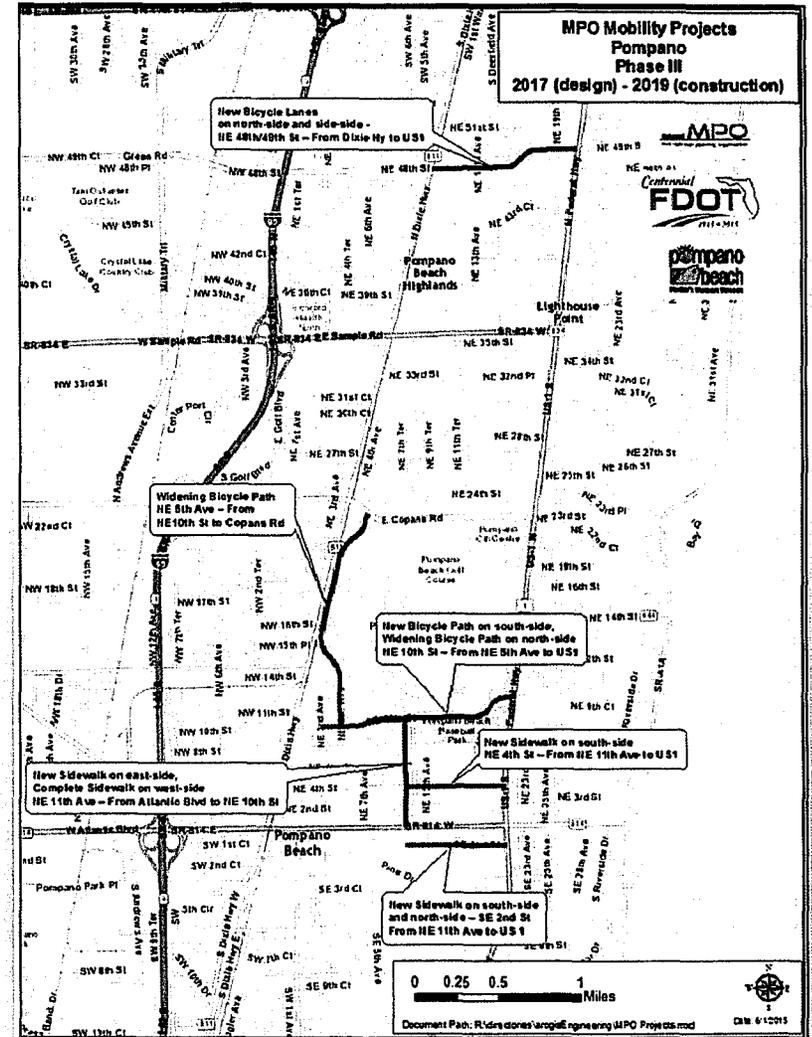
Time: 5:00 pm to 7:00 pm

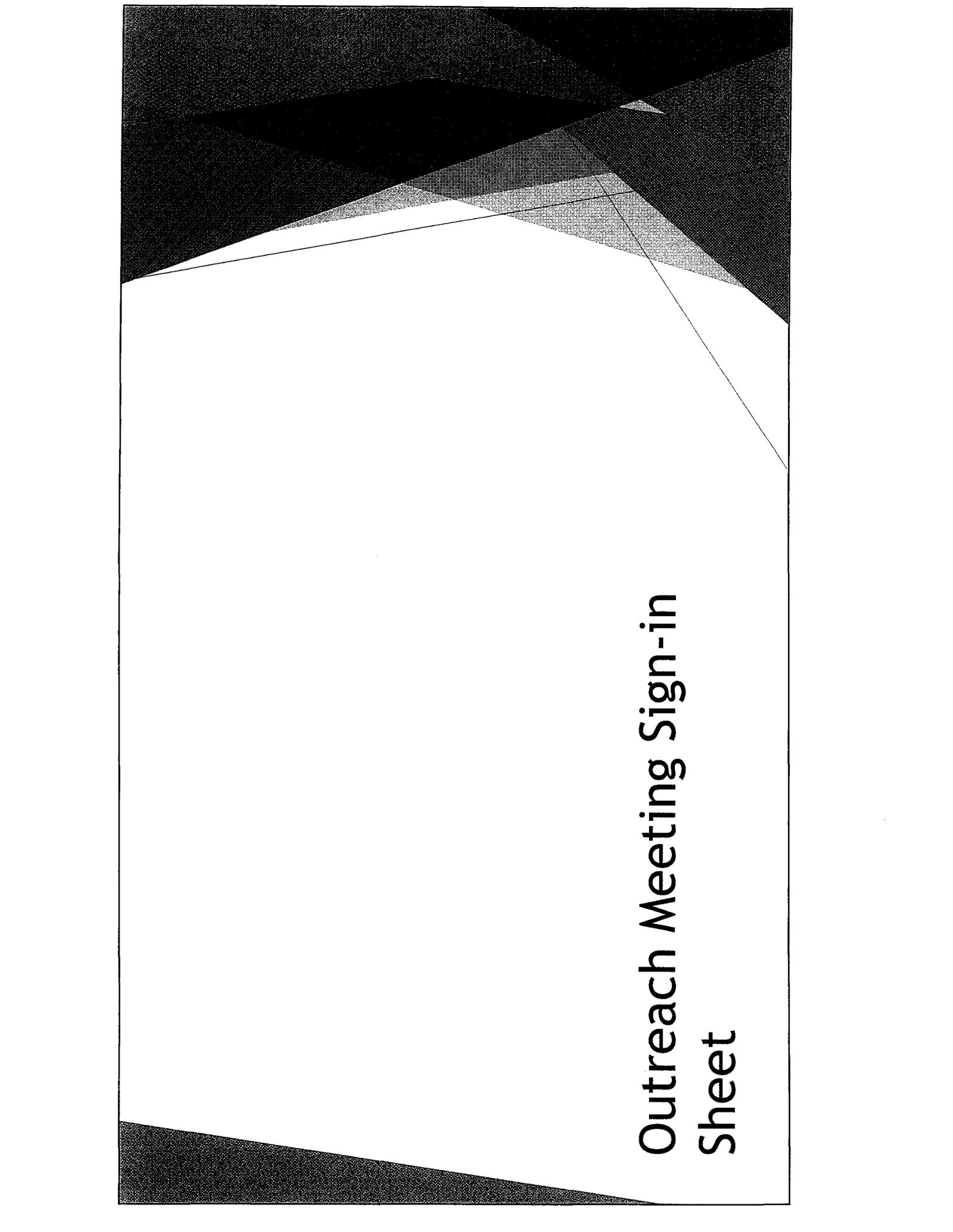
Description: The City of Pompano Beach is hosting an open house to review and discuss Broward County Metropolitan Planning Organization's (MPO) proposed sidewalk and bike lane improvement projects in Pompano Beach. The projects will be funded by the MPO. The proposed projects will be designed and built between 2017-2019.

A map and description of the proposed projects is on the reverse side of this invitation.

If you have questions about this public information open house, or if you can not attend the public information open house and would like to make comments, please contact:

City of Pompano Beach
Development Services Department, Attn: Karen Friedman
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone number: 954-545-7792
Email: Karen.Friedman@copbi.com

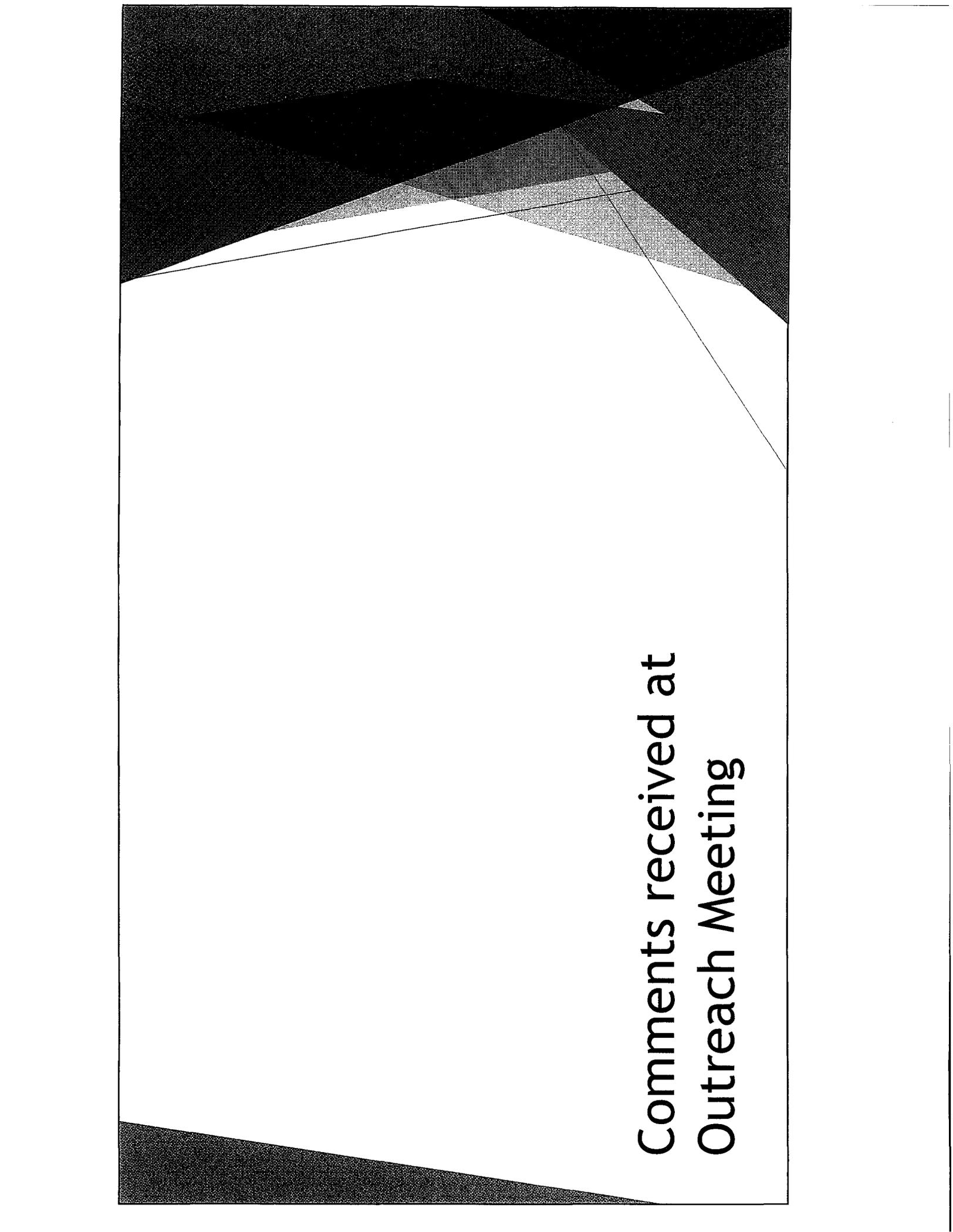




Outreach Meeting Sign-in Sheet

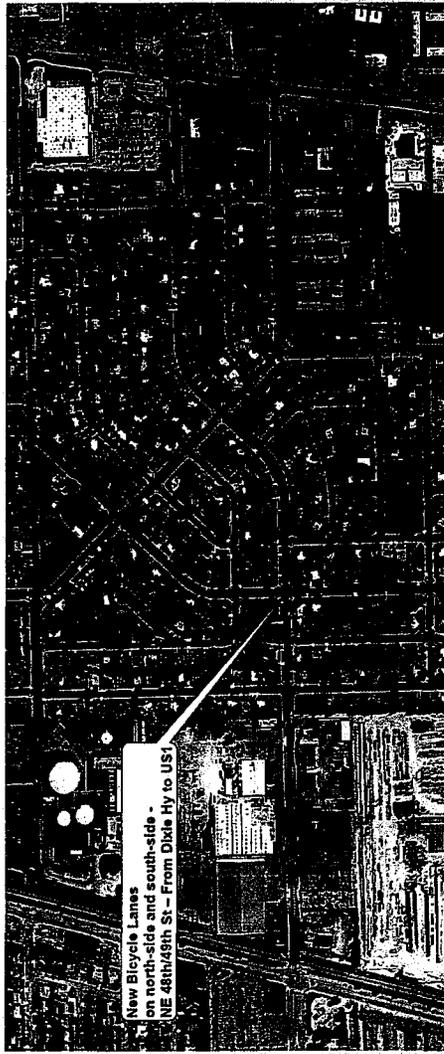
	A	B	C
1	WELCOME! July 16, 2015 - MPO Mobility Project Outreach Meeting		
2			
3	Name	Address	Phone or E-mail
4	Joseph & Dolores Sipala	500 NE 11th Ave	
5	Jennifer Gower	100 W Atlantic Blvd	jennifer.gower@copbfl.com
6	Alex Barr	Briny Ave.	
7	Mark Beudreau	COPB	mark.beudreau@copbfl.com
8	Dennis Maxson	1622 SE 2nd St	DENNIS@BOUSAIR.NE
9	Mary Vickery	1629 SE 2 St	954 296 9677
10	Thomas W. Wain	1436 S.E. 2nd St	954-579-2764
11	Mark Bejovec	1320 SE 2 St	954-307-2647
12	Ken Steel	1805 NE 4 St	954-895-0504
13			→ kennsteel@att.net
14	Mark Mazzarino	1516 SE 2 St	mjmazz98@att.net
15	Michael Murray	1708 SE 2 St	MSMURRAY4@bellsouth.net
16	Commissioner Dinkwell		
17	Buffy - MPO		
18	Peter - MPO		
19	Horacio Bazzano	416 NE 11th Avenue	HoracioBazzano@yahoo.com
20	Van Amelrooy	1625 SE 2 Street	954 701 3297
21	Karla Barr	111 Briny Ave	Karla.Barr@copbfl.com
22	Math Edge	100 W Atlantic Blvd	mathew.edge@copbfl.com
23	Michael Currie	1600 NE 48 St	MichaelCurrie@tubebank.net
24	Chuck Murray	1704 SE 2 St	chuckmurray@aol.com
25	Donna Blackford	417 NE 11 Ave Tonyann Rd	donna.blackford@bellsouth.net
26			

Comment: City Staff, MPO Staff, FDOT Staff, elected officials, and residents attended the meeting.



Comments received at Outreach Meeting

Comments
48 49 St.



No Comments were received

Comment: No comments were received at the meeting regarding NE 48th / 49th Street

Comments
SE 2nd Street

- Don't want sidewalk
- Prefer sidewalks on only one side
- Also want traffic calming - prefer traffic circles
- Concern over trees
- Good for children, walkers,
- Check area w/w $\approx 13'$ is 15th Ave is see if
- add'l dedications would be required to align the street
- Consider bike lane on one side & sidewalk on other
- Supportive of side walker
- Drainage issues on this roadway, possibly caused by resurfacing
- less grass/lawn maintenance
- likes sidewalks - concern for trees

JG Note: NPO doesn't pay for relocation



Comment: Several abutting property owners attended the meeting. Property owners expressed concern over existing flooding issues and that they prefer the city to address flooding. Further they prefer city invest in traffic calming mechanisms.

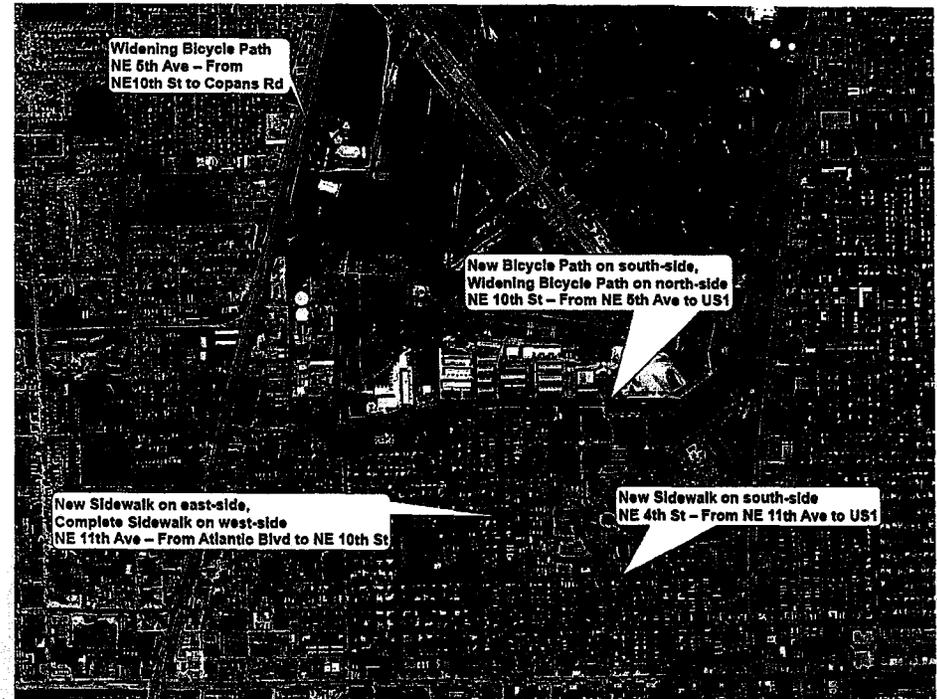
Comments
Mid Section

Trees & sprinklers will be ripped out,
no parking, will park on sidewalk

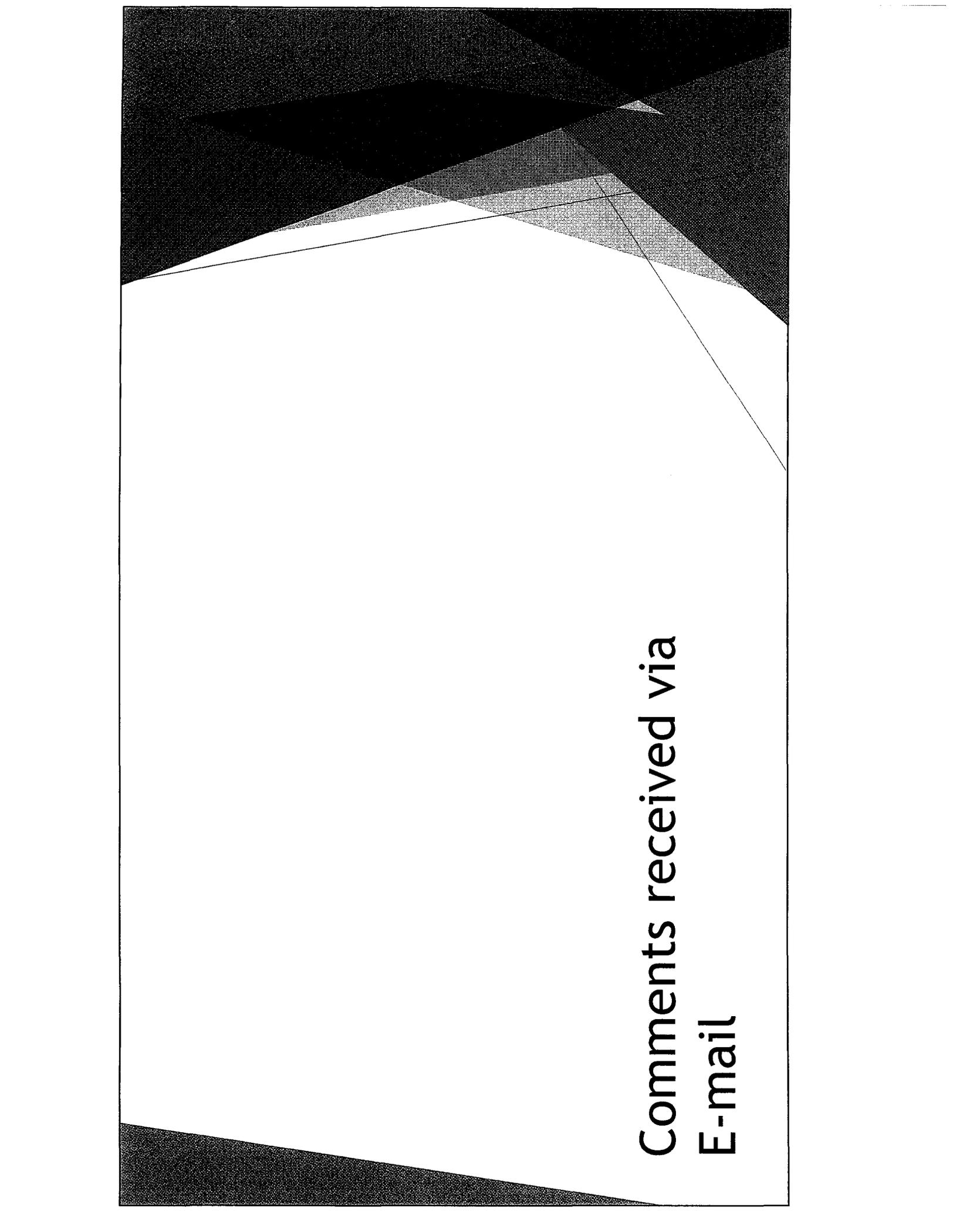
THE WEST SIDE IS CLEAN WITH A PRESENT SIDEWAY
NO TREES NO GARDENS OR DRIVEWAYS HAS TO BE
MUTILATED FROM THE 10TH ST TO ATLANTIC.

THE NEW PROJECT WILL BE CHEAPER IF THE PROPOSED
CYCLE WAY IS BUILT ON THE WEST SIDE OF 11TH
AVENUE - ADAMIO BAZZANO 754-245-4600

- NE 4 St → waste of taxpayer dollars to
duplicate side walk that is already complete
on the north side of the street
1. sidewalk on south side would cut
yards in half & disrupt landscaping/parking
and privacy of properties built in the
1950's & 1960's.
 2. reduction of driveway length would
force parking on swale in many cases
 3. There has been no change in density
of this area since the 50's & 60's. We don't
have any need of this proposed side walk.



Comment: Several abutting property owners attended. Some were concerned about the sidewalk proposed for NE 11th Street. Also concern about the new sidewalk on NE 4th street was expressed.



**Comments received via
E-mail**

Karen Friedman

From: Gutierrez Ricardo <GutierrezR@browardmpo.org>
Sent: Thursday, July 30, 2015 5:47 PM
To: Karen Friedman; Jackie Barrett
Cc: Gies Peter; Rex Hardin; FW_Rex Hardin
Subject: RE: MPO Proposed Sidewalk/Bicycle Improvements (SE 2nd Street)

Karen,

I am sorry for the late response. Our responses to questions below:

Ricardo

From: Karen Friedman [mailto:Karen.Friedman@copbfl.com]
Sent: Tuesday, July 28, 2015 9:57 AM
To: Jackie Barrett
Cc: Gutierrez Ricardo; Gies Peter; Rex Hardin; FW_Rex Hardin
Subject: RE: MPO Proposed Sidewalk/Bicycle Improvements (SE 2nd Street)

Jackie –

Thank you for your comments. A copy will be included in the back-up to the City Commission. I expect a Resolution to be on the Agenda in September. I have cc'd your Commissioner on this email.

As to your questions, I am forwarding this email to the MPO.

Ricardo / Peter – her questions are:

1) We have a paver driveway, we would prefer not to have effected by the installation of the sidewalks.
Will it be? If yes, we would like to keep the extra paver that will be removed for future home projects.
Typically the sidewalk will end at the edge of the paver driveway, thereby eliminating any major impacts to the driveway itself. The sidewalk can be constructed across the paver driveway as well and the "extra" pavers can be left behind for the homeowner's use.

2) How far in from the road will the sidewalks be? How wide will the sidewalks be? We would like to get an idea of how much land we will be losing.
Sidewalks will be 5' wide and are usually placed 5' from the edge of the road.



Karen Friedman, AICP
Principal Planner
Karen.Friedman@copbfl.com
954.545.7792
pompanobeachfl.gov

From: Jackie Barrett [mailto:jackie.s.barrett@gmail.com]
Sent: Tuesday, July 28, 2015 9:46 AM
To: Karen Friedman <Karen.Friedman@copbfl.com>
Subject: MPO Proposed Sidewalk/Bicycle Improvements (SE 2nd Street)

Hello Ms. Friedman,

I'm a resident located in the zone the MPO is proposed to install sidewalks. My family and I live on SE 2nd Street. Unfortunately, I was unable to attend the scheduled July 16th Open House to participate in the review and discussion of the MPO's proposed sidewalk/bicycle improvements.

My husband and I were very excited to learn about the possibility of sidewalk installations in our neighborhood, specifically our street! With Southeast 2nd Street being a rather busy high traffic road with a large number of pedestrians by comparison to other side streets in the neighborhood, we believe that this will only add a sense of safety and curb appeal to our street.

However, if the installation does move forward we do have a few concerns we would like addressed.

1) We ave a paiver driveway, we would prefer not to have effected by the installation of the sidewalks. Will it be? If yes, we would like to keep the extra paver that will be removed for future home projects.

2) How far in from the road will the sidewalks be? How wide will the sidewalks be? We would like to get an idea of how much land we will be loosing.

Sincerely,
Jackie Barrett

Karen Friedman

From: Gutierrez Ricardo <GutierrezR@browardmpo.org>
Sent: Thursday, July 16, 2015 1:11 PM
To: Karen Friedman; Gies Peter
Cc: Charlotte Burrie; Pompano Highlands; Barr, Alexander (Alexander.Barr@dot.state.fl.us); Sanders Buffy; 'Estrada, Alexander' (Alexander.Estrada@dot.state.fl.us)
Subject: RE: Meeting Thursday evening re ; 48th St.

Karen,

I apologize for the late response. At this point we do not have any formal plans for this project. The FDOT engineer, who made the initial assessment, will be at the meeting tonight to address questions. As per his Initial assessment, it is recommended that the travel lanes be narrowed to 10' and the roadway widened 3' into the swale in order to accommodate a 5' bike lane.

The general intent of tonight's meeting is to gather public feedback and determine if these projects can move forward into the design phase. Community input is a vital piece to determining if there are any major flaws with respect to the design and support for the project. Additionally, extensive public outreach is planned for projects that move into the design phase, when more detailed plans become available.

Thank you,

Ricardo

Ricardo S. Gutierrez



Trade Centre South
100 W. Cypress Creek Road, Suite 850
Fort Lauderdale, FL 33309
GutierrezR@browardmpo.org
(954) 876-0033 Office
(954) 876-0044 Direct
(954) 876-0062 Fax

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www.browardMPO.org

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From: Karen Friedman [mailto:Karen.Friedman@copbfl.com]
Sent: Tuesday, July 14, 2015 4:32 PM
To: Gies Peter; Gutierrez Ricardo
Cc: Charlotte Burrie; Pompano Highlands
Subject: RE: Meeting Thursday evening re ; 48th St.

Peter / Ricardo –

I received an email from a civic association which includes NE 48th / 49th Street. The request, which is included in the first email, is for any plans showing what the proposed bike lanes would look like.

Please advise what, if any, plans are available. Or if there is a similar bike lane's drawing you can share so that the property owners know what the bike lane might look like? Thank you.



Karen Friedman, AICP
Principal Planner
Karen.Friedman@copbfl.com
954.545.7792
pompanobeachfl.gov

From: Karen Friedman
Sent: Tuesday, July 14, 2015 4:17 PM
To: 'Pompano Highlands'
Cc: Charlotte Burrie
Subject: RE: Meeting Thursday evening re ; 48th St.

Walter –

At this stage I do not believe MPO has the construction drawings. The purpose of this meeting is gauge if there is city support, and if yes, the MPO would proceed to the drawing stage. That being said, I will forward your email to the MPO to confirm what, if any, drawings they may have. I will cc you on the email.



Karen Friedman, AICP
Principal Planner
Karen.Friedman@copbfl.com
954.545.7792
pompanobeachfl.gov

From: Pompano Highlands [mailto:pbhighlands@gmail.com]
Sent: Tuesday, July 14, 2015 3:56 PM

To: Karen Friedman

Cc: Charlotte Burrie

Subject: Meeting Thursday evening re ; 48th St.

Hi Karen, Jeff will probably attend the meeting at the Emma Lou center on behalf of the Association.

Are there any plans available showing what these bike lanes the MPO wants will look like?

thanks

Walter Syrek

--

visit our new website: <http://www.pbhighlands.org>

Karen Friedman

From: Gies Peter <GiesP@browardmpo.org>
Sent: Wednesday, June 17, 2015 4:43 PM
To: Gutierrez Ricardo; Karen Friedman
Subject: RE: Sprinkler costs for Mobility project

Karen,

With respect to sprinkler relocation – the S.E. 2nd Street project will be coming up for design in FY 2017, at which point we can request that the design plans include provisions to relocate sprinkler heads as appropriate. The key here is to make sure that when the plans go out to bid for construction they include these contingencies. This ensures that the contractor is held to this obligation.

We plan on making these types of plan comments a standard for all of our projects. We want to make sure that the projects that FDOT constructs for us do not negatively affect private property (within reason). Properly capping and relocating sprinkler is an item that should be part of the contractor's duties when the project moves to construction.

On a side note, you have been sending your emails to piesj@browardmpo.org (jeff Pies) who is an intern that is no longer with us. In the future, please use giesp@browardmpo.org to ensure that your emails make it to my inbox...

Peter Gies

Regional Transportation Planner



Trade Centre South
100 W. Cypress Creek Road, Suite 850
Fort Lauderdale, FL 33309

GiesP@browardmpo.org

(954) 876-0033 Office

(954) 876-0048 Direct

(954) 876-0062 Fax

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----- Original message -----

From: Karen Friedman <Karen.Friedman@copbfl.com>
Date: 06/17/2015 3:32 PM (GMT-05:00)
To: Pies Jeff <PiesJ@browardmpo.org>, Gutierrez Ricardo <GutierrezR@browardmpo.org>
Subject: Sprinkler costs for Mobility project

I still owe a resident a response to this question - **if his sprinkler must be moved, will he be responsible for the costs.**



Karen Friedman, AICP
Principal Planner
Karen.Friedman@copbfl.com
954.545.7792
pompanobeachfl.gov

From: Karen Friedman
Sent: Thursday, June 11, 2015 1:31 PM
To: 'piesj@browardmpo.org'; 'gutierrezr@browardmpo.org'
Subject: FW: BCMPO 2017-2019 Proposed Sidewalk/Bicycle Improvements

Peter / Ricardo –

Please see the highlighted question below. Specifically the homeowner wants to know if his sprinkler must be moved, will he be responsible for the costs. Please advise.



Karen Friedman, AICP
Principal Planner
Karen.Friedman@copbfl.com
954.545.7792
pompanobeachfl.gov

From: Joseph Scott [<mailto:pompanojoe2@aol.com>]
Sent: Wednesday, June 10, 2015 6:30 PM

To: Karen Friedman; Rex Hardin

Subject: BCMPO 2017-2019 Proposed Sidewalk/Bicycle Improvements

Hi Karen,

Thank you for the contact concerning the proposed sidewalks. I did include our commissioner in this correspondence. Mr Hardin has always been very helpful in the past and he may have some input about this matter.

We own the corner lot on SE 13th Ave. and 2nd Street so this initiative definitely would have a direct impact on us. Due to our particular professions at two local hospitals we can never be assured of leaving work at any given time during the week. I do hope you will accept this e-mail as if we were present at the meeting and allowed to express our views and opinions.

In general, we have no opposition to any improvements in our neighborhood. I have lived in Pompano Beach since 1957 and in this neighborhood since 1967. My wife Mary moved here in 1972 and her family, now me and Mary, are the original owners of this property. A home which is one of three that we own in a two block radius. Over the years, and up to about fifteen or so years ago when I finally gave up, our families have petitioned the city for improvements in the S.E. section. I have always found it to be very disconcerting to see all the money spent remodeling areas, roads like Harbor Drive off Atlantic Blvd., yet nothing has been done for this area other than the placement of annoying speed bumps which have proven useless towards deterring traffic or speeders. Especially when we have the same type of logistics as Harbor Drive.....expensive waterfront property bordered by dry lot single family homes. Having said that.....

Twenty years ago I was forty. I had a long time left before retirement and was physically fit enough to still be training in martial arts. Today is somewhat different. While I am grateful that the city/county is finally considering any type of improvement two important questions come to mind.

If my sprinkler system should have to be relocated closer to my house, a system which has been in place since the home was built, who would be responsible for the cost? I neither want to incur any more unnecessary costs 18 months from retirement, nor do I have the energy or time to go out and do the work myself.

Secondly.....and this may be an urban myth :).....I have read stories about homeowners being responsible for repairing and/or replacing cracked sidewalks owned by a city or county. This scenario is also a real concern for me considering the price concrete contractors charge. I have had to place curb stones along the south side perimeter of my yard to discourage parking. While I realize Pompano Beach or the County "owns" the swale that I am obligated to maintain, no one has ever assisted us in replacing broken sprinkler heads and lines from cars illegally parking over the past 40+ years. All I can envision is even more parking when a sidewalk is placed and my curb stones removed. Which translates to cracked slabs.

If the answer to either or both of those questions means the homeowner will have to incur the costs I must state to you both, in no uncertain terms, we would be completely against any sidewalk or bike path adjacent to our property. In

addition, if homeowners are expected to cover these costs, you would be doing the local residents a great disservice by not explaining these facts in detail at the meeting.

I do appreciate your time and will patiently await your response.

Regards,

Joseph and Mary Scott

191 S.E. 13th Ave.

PB, FL. 33060

Karen Friedman

From: Gutierrez Ricardo <GutierrezR@browardmpo.org>
Sent: Tuesday, June 9, 2015 1:22 PM
To: Karen Friedman
Cc: Daniel Yaffe; Gies Peter
Subject: RE: Open House Invitation - MPO Mobility Improvement Projects - July 16, 2015

Karen,

Please see our responses below. Current scope for NE 10th St calls for widening 2' in each side of the road to accommodate 5' on-street bike lanes in addition to 12' separated multi-purpose paths on both sides of the road. This scope was discussed and approved at the coordination meeting held here, at the Broward MPO offices on May 2, 2013.

Please let me know if you have any other questions or concerns.

Ricardo

From: Karen Friedman [mailto:Karen.Friedman@copbfl.com]
Sent: Monday, June 08, 2015 4:51 PM
To: Pies Jeff; Gutierrez Ricardo
Cc: Daniel Yaffe
Subject: RE: Open House Invitation - MPO Mobility Improvement Projects - July 16, 2015

Peter / Ricardo –

Please advise the following:

- the width of the proposed new bike lane on the south side of NE 10th Street? **5' bike lane.**
- The “Expanded” width of the expanded bike lane on the north side of NE 10th Street? **The path will be widen to 12'. Additionally a new 12' path will be constructed on the south side of NE 10 St.**
- The “Expanded” width of the bicycle path on NE 5th Ave? **The path will be widen to 12'.**

Also I have been asked if there are any plans in the MPO to:

- expand the remainder of the bike path to 10ft (the portion abutting Copans Rd and Federal Highway)? **This was discussed at our coordination meeting. The Broward MPO's LRTP did not identified a project in this section, therefore could not be included in the project.**
- improve the bike path along Harbor Drive between Atlantic Blvd and NE 14th Street. **The Broward MPO' LRTP did not identified a project at this location. However, this project could qualify for our new local funding program “Complete Streets and other Localized Initiative Program” which will be available later on this year.**

Please reply all. Thank you.



Karen Friedman, AICP
Principal Planner
Karen.Friedman@copbfl.com
954.545.7792
pompanobeachfl.gov

From: Karen Friedman

Sent: Friday, June 5, 2015 9:30 AM

To: Lamar Fisher; Charlotte Burrie; Barry Dockswell; Rex Hardin; Ed Phillips; Barry Moss; 'CBurrieatty@aol.com'

Cc: Dennis Beach; Shelley Bartholomew; Robin Bird; Jennifer Gomez; piesj@browardmpo.org;

'gutierrezr@browardmpo.org'; Horacio Danovich; Alessandra Delfico; Greg Harrison; jdolan10@comcast.net; Mark Beaudreau; Robert McCaughan; Juan Ayala; Adriane Esteban

Subject: Open House Invitation - MPO Mobility Improvement Projects - July 16, 2015

Dear Mayor, Vice Mayor, and Commissioners,

You are cordially invited to an Open House hosted by the City and MPO at the Emma Lou Olson Civic Center on July 16, 2015 from 5:00 p.m. to 7:00 p.m.

- The purpose of the Open House is to obtain public comments for the MPO's 2017 – 2019 Mobility Improvement Projects within the City.
- A copy of the invitation to the Open House is attached.
- The invitation contains a map with the location and description of the MPO projects, which are all located between Dixie Highway and Federal Highway.
- The invitation is being mailed and/or emailed on Monday to stakeholders, including abutting property owners, affected HOA's, Parks and Recreation Advisory Board Members and contacts at local schools (due to the adjacency of some of the projects to Pompano Beach Elementary, Middle, and High School).
- In addition to city staff, MPO staff members will be in attendance at the Open House.

As you will see in the invitation, I am the contact for any questions /comments regarding the Open House and/or the MPO projects.

Therefore please contact me with any questions or comments.

Sincerely,



Karen Friedman

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Karen Friedman, AICP
Principal Planner
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954.545.7792
pompanobeachfl.gov

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Sent: Friday, June 5, 2015 9:30 AM

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Cc: Dennis Beach; Shelley Bartholomew; Robin Bird; Jennifer Gomez; piesj@browardmpo.org;

'gutierrezr@browardmpo.org'; Horacio Danovich; Alessandra Delfico; Greg Harrison; jdolan10@comcast.net; Mark Beaudreau; Robert McCaughan; Juan Ayala; Adriane Esteban

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As you will see in the invitation, I am the contact for any questions /comments regarding the Open House and/or the MPO projects.

Therefore please contact me with any questions or comments.

Sincerely,



REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/
 _____ _____ _____ Discussion _____
 Presentation

SHORT TITLE A resolution of the City of Pompano Beach, approving and authorizing the proper city officials to execute a license agreement between the City of Pompano Beach and Eta Nu Educational Foundation, Inc. for the Black History Festival.
Fiscal Impact: In-kind City Services - \$12,474.77, BSO Fees - \$2,580.00; Event Sponsorship - \$24,945.23 for a total sponsorship of \$40,000.

Summary of Purpose and Why:

The attached license agreement is for ETA NU Educational Foundation, Inc. to host the third Black History Festival encompassing an exhibition and showcase of African American Culture at the E. Pat Larkins Center. The agreement is to hold the event February 19–21, 2016. This is the third year of the event, with a license agreement with the City and after this year (2016) the event will be self-sufficient and will no longer require City support. The City agrees to act as a gold sponsor for the event in providing a \$40,000 sponsorship, which includes a combination of city services in the amount of \$12,474.77, which consists of Fire Rescue (\$7,220), Public Works (\$1,865.77), Parks, Recreation and Cultural Arts (\$919) and facility rental fees (\$2,470). The City will pay Broward Sheriff's Office \$2,580 for law enforcement services for the event and Eta Nu Educational Foundation, Inc. \$24,945.23 for event expenses. The organization in turn will submit a report showing gross receipts and all expenditures within sixty (60) days following the end of the Black History Festival.



This item is related to Strategic Plan Strategy: Great Places: Goal 2.0, Initiative 2.8- to further develop and promote cultural/heritage tourism opportunities and Objective 2.8.4- to increase tourism at city cultural facilities by 5% a year.

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm. Ext. 4191
- (3) Expiration of contract, if applicable: February 19-21, 2016
- (4) Fiscal impact and source of funding: Event Sponsorship \$40,000, which consists of In-kind City Services - \$12,474.77, BSO/Law Enforcement - \$2,580.00 and Event Sponsorship Fees - \$24,945.23. The City will pay \$27,525.23 from Special Services Account 001-9910-599-46-50 and provide \$12,474.77 in in-kind services.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>10-26-15</u>	<u>Approve</u>	<u>Mark P. Beaudreau</u>
Internal Audit	<u>10-28-15</u>	<u>Review</u>	<u>[Signature]</u>
Risk Management	<u>10-28-15</u>	<u>Approved</u>	<u>[Signature]</u>
City Attorney	<u>10-28-15</u>	<u>[Signature]</u>	<u>[Signature]</u>
Finance	<u>10-28-15</u>	<u>Approval</u>	<u>[Signature]</u>

X City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

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



MEMORANDUM

Parks, Recreation & Cultural Arts

PARKS AND RECREATION DEPARTMENT
MEMORANDUM 16-A010

DATE: October 26, 2015

TO: Dennis W. Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator *mb*

SUBJECT: Agenda Item – License Agreement ETA NU Educational Foundation
Black History Festival February 19-21 2016

Please place the attached resolution on the November 10, City Commission Agenda. The license agreement is for ETA NU Educational Foundation, Inc. to host the third Black History Festival encompassing an exhibition and showcase of African American Culture at the E. Pat Larkins Center, February 19-21, 2016. This is the third year of the event, with an agreement with the City and after this year (2016) the event will be self-sufficient and no longer require City support.

The City agrees to act as a gold sponsor to the event in providing a \$40,000 event sponsorship, which consists of in-kind city services (\$12,474.77), law enforcement expenses (\$2,580) and event sponsorship fees (\$24,945.23). The City will pay \$27,525.23 from Special Services Account (001-9910-599-4650) to cover law enforcement and event expenses and provide \$12,474.77 of in-kind services. In approving this license agreement, the Commission agrees to appropriate \$27,525.23 to ETA NU Educational Foundation, Inc. to fund the expenses associated with the event and \$2,580.00 to Broward Sheriff's Office to fund law enforcement fees associated with the event. ETA Nu Educational foundation, Inc. in turn will submit a report showing gross receipts and all event expenditures within sixty (60) days following the end of the Black History Festival.

This item is related to Strategic Plan Strategy: Great Places: Goal 2.0, Initiative 2.8- to further develop and promote cultural/heritage tourism opportunities and Objective 2.8.4- to increase tourism at City Cultural facilities by 5 % a year.

MB/afh

cc: Scott Moore, Recreation Manager
Kate Gladfelter, Recreation Supervisor



City Attorney's Communication #2016-87

October 23, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator

FROM: Mark E. Berman, City Attorney

RE: Resolution – Eta Nu Educational Foundation

Pursuant to your memorandum dated October 20, 2015, Parks, Recreation & Cultural Arts Memorandum No. 16-A09, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND ETA NU EDUCATION FOUNDATION, INC. FOR THE BLACK HISTORY FESTIVAL; PROVIDING AN EFFECTIVE DATE.

Please attach the appropriate city signature page to the agreement prior to presenting the Resolution to the City Commission.


MARK E. BERMAN

MEB/ds
l:cor/recr/2016-87
Attachment

RESOLUTION NO. 2016-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND ETA NU EDUCATION FOUNDATION, INC. FOR THE BLACK HISTORY FESTIVAL; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement between the City of Pompano Beach and Eta Nu Education Foundation, Inc. for the Black History Festival, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Eta Nu Education Foundation, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between:

CITY OF POMPANO BEACH, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "**CITY**,"

And

"ETA NU Educational Foundation a Corporation of the State of Florida, hereinafter referred to as "**LICENSEE**."

WHEREAS, LICENSEE is desirous of conducting the Black History Festival where residents will experience activities, music, and African American culture at The City of Pompano Beach E. Pat Larkin's Center only.

WHEREAS, CITY deems such activities to be in the public interest;
NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. CITY hereby grants to LICENSEE and LICENSEE hereby accepts from the CITY, a license to conduct and supervise the operation of a Black History Festival encompassing an exhibition and showcase of African American Culture, concessions of food, alcoholic and non-alcoholic beverages, at the E. Pat Larkin's Center (Site Plan - Exhibit A) only.
2. The initial Event shall be held on February 18, 2016 from 5 p.m. – 9 p.m., February 19, 2016 from 10 a.m. – 6 p.m., February 20 from 10 a.m. – 6 p.m. and February 21, 2016 from 1 p.m. – 5 p.m. If because of circumstances beyond the control of the LICENSEE, the above date may be changed with the LICENSEE and CITY working cooperatively toward rescheduling to a reasonable alternative date. The date of subsequent Events shall similarly be determined by mutual agreement of the LICENSEE and CITY, and shall be set so as not to interfere with previously planned events at or near the Event location. The agreement is for a term of one year with the option of two, one-year renewals upon agreement of both parties. After event's third year (2016), the event will be self-sufficient and will not require City support.
3. Site Plan and Schedule. LICENSEE shall provide the CITY with a final detailed site plan and schedule of the Event showing the location of all booths, tents, stages, display areas, port-o-lets, parking, etc. and the times when such will be constructed and dismantled. Such site plan shall require the approval of the City Manager or his/her designee, and other appropriate CITY departments who shall be authorized to require LICENSEE to make revisions to the site plan by LICENSEE after said review by the CITY must be approved by the CITY. A final inspection will be conducted by the CITY immediately prior to the Event each year to ensure that the

location of booths, port-o-lets, stages, etc. are in accordance with the CITY approved site plan.

- 4. Maintenance of Traffic.** Not less than sixty (60) days prior to the opening day of the Event, LICENSEE shall provide to the CITY a preliminary construction and traffic flow schedule including opening and closing times for all streets or lanes and including the use of variable message signs. LICENSEE shall provide a final Maintenance of Traffic plan ("MOT Plan") no later than thirty (30) days prior to opening day of the Event for the CITY's review and approval. No additional street or lane closures will be permitted unless included in the MOT Plan and approved by the CITY.
- 5. Clean-up of Permitted Area.** LICENSEE shall be responsible for clean-up of the Permitted Area and removal of all debris and trash during and after the Event. LICENSEE shall further be responsible for the dismantling and removal of any supplies, equipment. LICENSEE shall be responsible for the dismantling, clean up and/or removal of any booths, tents, stages, display areas, port-o-lets, or any other temporary facility.
- 6. Two City Booths.** The CITY shall be provided at no charge two standard size booths in the main vendor tent or location for CITY's own use.
- 7. Parking.** Licensee acknowledges that parking shall be available for parking for the public during the event. The area available for parking is shown on the Site Plan referenced as Exhibit A at no charge.
- 8. Notification of Surrounding Businesses.** LICENSEE shall be required at least four (4) weeks prior to the Event to provide written notice of the Event, including the dates, times and location of the Event and all associated road closures to all residences and businesses surrounding the Event. LICENSEE shall also provide a copy of such notice to the CITY.
- 9. Licensee Responsible for All Contracts.** LICENSEE agrees to be solely responsible for all contracts or agreements of any nature for the Event. All contracts shall be negotiated by LICENSEE and secured at the sole expense of the LICENSEE. CITY shall not be named as party in any contract and CITY shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the Event. LICENSEE represents and warrants that it shall have, prior to the Event, all necessary performing rights and licenses (BMI/ASCAP/SESAC) and shall ensure that all performance payments required to be made under such license are made promptly and directly to the licensing organizations. Copies of said licenses shall be submitted to CITY no later than three (3) calendar days before the Event. CITY shall have no responsibilities to any performing rights licensing organization for any performances during the Event.

10. Concession Rights. During the activities of LICENSEE described above and to the extent permitted by law and City Code, LICENSEE shall have concessionaire rights on public property within the Permitted Area. Alcoholic beverages may be sold at this event with proper permits and licenses.

11. Required Permits. LICENSEE shall secure all governmental permits necessary for holding the Event. LICENSEE shall obtain at its own expense all required licenses and permits for the Event. In particular, sanitary and food facilities shall be provided by the LICENSEE in accordance with applicable laws and regulations of the Florida Department of Environmental Protection and the Broward County Health Department.

12. License, Social Event Fees and Sponsorships.

a. LICENSEE shall pay annually, without demand, together with any and all applicable sales, use and other applicable state taxes arising or accruing during the term of this License, the following fees and costs: Public Event Permit Fee. A Public Event Permit Fee as required by City Ordinance.

b. The CITY agrees that it will act as a Gold Sponsor as delineated in Exhibit C by providing the amount of Forty Thousand Dollars (\$40,000) to Licensee as sponsorship for the Licensee's "Annual Black History/Culture Event," which would include a combination of city service expenses and miscellaneous event expenses as deemed appropriate.

13. Emergency Access. LICENSEE agrees to provide any and all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the Event, including emergency entrance into any gates which are locked. If in the course of the Licensee's operations, CITY or its officers, agents and employees become aware of any condition in or about the Permitted Area which may be dangerous LICENSEE shall immediately correct such condition or cease operation upon being notified, so as not to endanger persons or property.

14. Inspections and Photographs: Responsibility for Damage.

a. A representative of the CITY and LICENSEE shall inspect and document the condition of the Permitted Area prior to set up for the Event each year. Photographs of the Permitted Area may be taken. Unless otherwise provided for in this Agreement, the LICENSEE, within forty-eight (48) hours after the conclusion of the Event, must restore the site to a condition equal to that existing on the date of inspection and LICENSEE shall pay all costs for the repair and replacement of CITY property which is damaged during the Event. LICENSEE shall restore the Permitted Area to the original condition which existed prior to set up of the Event.

- b. If the Permitted Area or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item located thereon shall be destroyed, damaged, marred, altered, or physically changed feature of the Permitted Area, or any structure attached thereto, or any equipment, fixture or other item, to its condition prior to the Event. LICENSEE is to properly care for all equipment entrusted to LICENSEE during the term of this Agreement and all such equipment so entrusted which is lost, stolen, or disappears shall be the sole responsibility of LICENSEE and LICENSEE shall pay for the full replacement cost thereof to CITY.
- 15. Repair of Holes.** LICENSEE agrees to repair all core drilling holes in the asphalt, concrete, and other surfaces made to facilitate the erection of barriers, stages, fences, and other improvements to the permitted area, according to CITY standards, by 6 p.m. on the Friday after the conclusion of the Event. If any such holes are not repaired, it is understood that CITY will take the necessary steps to complete the work and charge LICENSEE for the restoration costs.
- 16. Right of CITY to Make Improvements and Modify the Permitted Area; Reduce the Number of Streets Closed.** Throughout the term of this License, and notwithstanding and other term or condition of this License, the CITY retains the rights in its sole discretion to modify and reconfigure any of the Permitted Area including, but not limited to, the surround green-space and open-space areas, to make any improvements thereon and to reduce the number and/or manner of street closings. Specifically, the parties acknowledge that the public right-of-way and open-space contained within the Permitted Area as described herein may be temporarily or permanently relocated, reconfigured, modified or closed. LICENSEE agrees to make adjustments to any such changes implemented by the CITY.
- 17. Limitation of City's Liability.** The CITY desires to enter into this License only if in so doing the CITY can place a limit on the CITY's liability for any cause of action for money damages due to an alleged breach by the CITY of this License, so that its liability for all such breaches for the term hereof never exceeds the sum of five thousand dollars (\$5,000.00). LICENSEE hereby expresses its willingness to enter into this License with LICENSEE's recovery from the CITY for any damage action for breach of contract, Accordingly, and notwithstanding any other term or condition of this License, LICENSEE hereby agrees that the CITY shall not be liable to the LICENSEE for damages in an amount in excess of \$5,000 for any action of claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the CITY by this License. Nothing contained in this paragraph or elsewhere in this License is in any way intended to be a waiver of the limitation places upon CITY's liability as set forth in the Florida Statutes, Section 768.28.

- 18.** LICENSEE does hereby release and agree to indemnify, defend and save harmless the CITY from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of the licensed premises, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises.
- 19.** LICENSEE shall have insurance coverage in the amount and type of coverage as set forth in Exhibit B attached hereto and made a part hereof. Such policy must be kept in full force and effect during the term of this License Agreement. The CITY OF POMPANO BEACH shall be listed as an additional insured on any insurance policy required pursuant to this Agreement.
- 20.** LICENSEE shall use the licensed property only for the purposes of establishing and supervising the operation of the Black History Festival. LICENSEE shall not permit the licensed property to be used or occupied for any other purpose.
- 21.** LICENSEE shall be subject to all applicable City, County, State and Federal laws, ordinances and regulations and shall be responsible for the payment of any and all applicable taxes.
- 22.** It is expressly understood and agreed that this is a license to operate the Black History Festival at The City of Pompano Beach E. Pat Larkin's Center only (Exhibit A), under the conditions and for the purposes expressed herein, and shall not be construed to be a license to engage in any business or occupation upon the premises. Any Business Tax license or permit required by the CITY or any other governmental agency shall be in addition to the license hereby granted to occupy said premises.
- 23.** Non-Discrimination. In the performance of this License Agreement, LICENSEE and its concessionaires shall not discriminate against any vendor, concessionaire, employee, patron, visitor, attendee or customer because of race, color, religion, sex, gender, identity or expression, national origin, age, disability, familial status, marital status or sexual orientation.
- 24.** Severability. In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
- 25.** Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. The CITY and LICENSEE submit to the jurisdiction of Florida courts and Federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement

shall be Broward County, Florida or the Federal Southern District of Florida. LICENSEE agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens. To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to this Agreement.

- 26.** It is further expressly understood and agreed that no real or personal property is leased to LICENSEE; that LICENSEE is a licensee and not a lessee; that LICENSEE shall comply with each and all of the undertakings, provisions, agreements, covenants, stipulations and conditions contained herein. LICENSEE further acknowledges that the CITY is authorizing the use of the premises "as is," and the CITY will furnish supplies, equipment, facilities, and necessary personnel for the Black History Festival as set in the attached Exhibit B, which will be changed on a yearly basis at the current salary rate and expenses endured by the CITY.
- 27.** LICENSEE understands and agrees that the CITY shall not be responsible in any manner for any personal property of LICENSEE which is left in the licensed premises and LICENSEE bears any and all risks of loss.
- 28.** LICENSEE shall keep a true and accurate account of all monies received and spent through the operation of their Black History Festival and the manner in which the funds were spent; and further agree to give the CITY access at all reasonable times to all books and/or records. LICENSEE shall designate a representative to act as a liaison between LICENSEE and CITY and shall furnish the name, telephone number and address of the representative to the CITY upon execution of this Agreement. LICENSEE shall preserve and make available all financial records, supporting documents, (including federal tax returns and state sales tax returns) pertinent to this Agreement for a period of five (5) years or, if an audit has been initiated and audit findings have not been resolved at the end of this five (5) year period, the records shall be retained until resolution of audit finding. LICENSEE will submit a report to the Recreation Programs Administrator showing gross receipts and all expenditures within sixty (60) days following the end of the Black History Festival. Detailed receipts statements will be signed and sworn by LICENSEE's representative in charge of event operations and show each operating gross receipts by category. CITY's agents shall have the right to examine and audit LICENSEE books and records during business hours.
- 29.** In addition to the annual report of event sales and expenses as above, a copy of LICENSEE's annual report submitted to the State of Florida Corporate Records office and also a copy of the corporation's financial statement submitted to the Internal Revenue Service shall also be sent to the CITY with the annual report of sales, concession expenses and use of funds required by the License Agreement as defined above.

30. This Agreement may be terminated by either party upon forty-five (45) days' written notice to the other party; provided, however, that the CITY may terminate for breach upon seven (7) days' notice; however, prior to termination for any breach of the Agreement, the CITY shall allow the LICENSEE seven (7) days within which to cure such breach.
31. Any waiver of any breach of the covenants herein contained to be performed by LICENSEE shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the CITY from declaring a forfeiture for any succeeding breach either of the same condition or covenants or otherwise.
32. Whenever either party to this Agreement desires to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

City Manager
City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, Florida 33061

For LICENSEE:

ETA NU Education Foundation, Inc.
Harry Harrell, President
PO Box 547
Pompano Beach, Florida 33061

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"ETA NU Education Foundation, INC.":

Witnesses:

K. Melker, Kate Belcher

SCOTT R MOORE

[Signature]

By: [Signature]
[Signature]

Harry Harrell

Typed or Printed Name

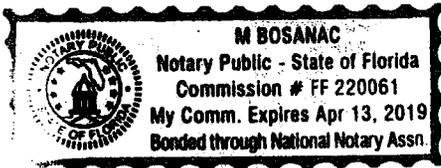
Title: **President**

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of Oct, 2015 by **Harry Harrell** as President of ETA NU Education Foundation, Inc., a Florida corporation, on behalf of said corporation. He/she is personally known to me or who has produced AD 1640-360-604670 (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Name of Acknowledger Typed, Printed or Stamped)

220061
Commission Number

Exhibit A
Site Plan & Event Schedule

The event is in the parking lot areas around and inside the E. Pat Larkin Center.

Event Dates:

- ❖ Thursday, Feb. 18, 2016 - 5- 9 p.m.
- ❖ Friday, Feb. 19, 2016 - 10 a.m. - 6 p.m.
- ❖ Saturday, Feb. 20, 2016 - 10 a.m. - 6 p.m.
- ❖ Sunday, Feb. 21, 2016 - 1 - 5 p.m.

Note: There will be no road closures.

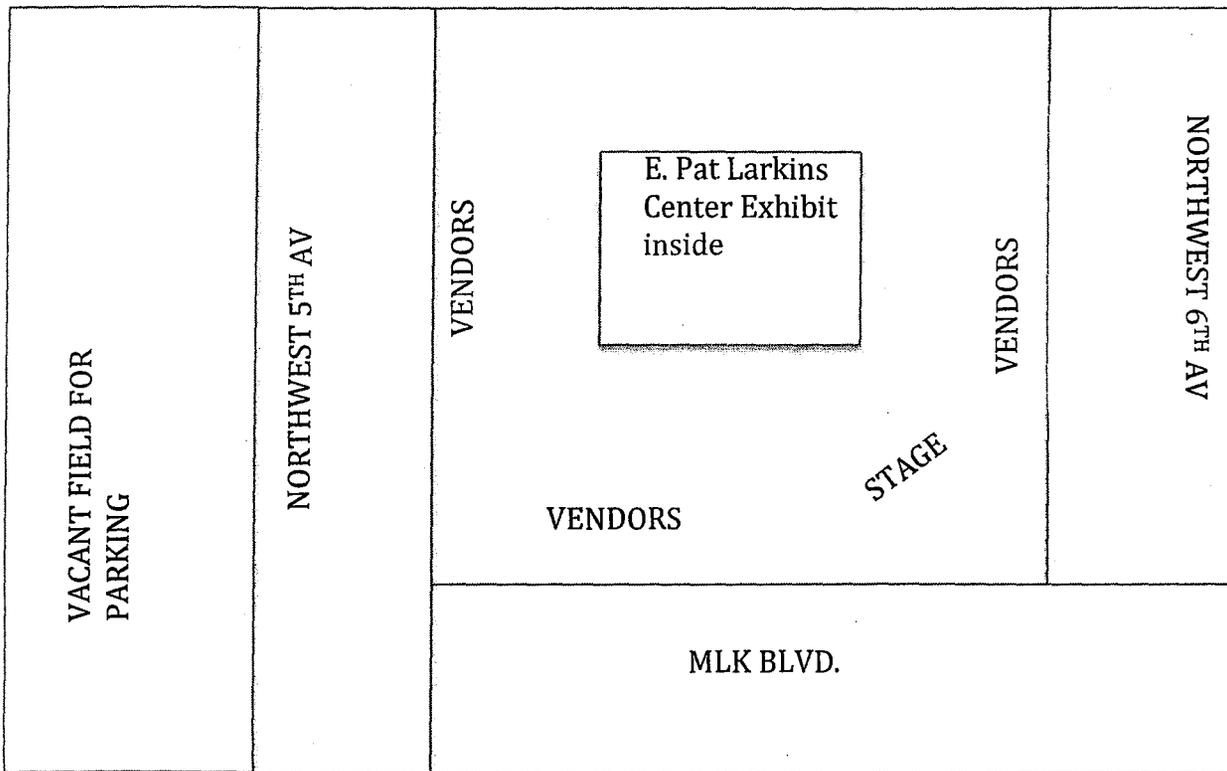


EXHIBIT B

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954 786-5555) or email (eddie.beecher@copbfl.com) should you have any questions regarding the terms and conditions set forth in this Article. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

CONTRACTOR is responsible to deliver to the CITY's Risk Manager for his timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

<input checked="" type="checkbox"/>	comprehensive form	bodily injury and property damage
<input checked="" type="checkbox"/>	premises - operations	bodily injury and property damage
<input type="checkbox"/>	explosion & collapse hazard	
<input type="checkbox"/>	underground hazard	
<input checked="" type="checkbox"/>	products/completed operations hazard	bodily injury and property damage combined
<input checked="" type="checkbox"/>	contractual insurance	bodily injury and property damage combined
<input checked="" type="checkbox"/>	broad form property damage	bodily injury and property damage combined
<input checked="" type="checkbox"/>	independent contractors	personal injury
<input checked="" type="checkbox"/>	personal injury	

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

<input checked="" type="checkbox"/>	comprehensive form
<input checked="" type="checkbox"/>	owned
<input checked="" type="checkbox"/>	hired
<input checked="" type="checkbox"/>	non-owned

REAL & PERSONAL PROPERTY

comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

<input type="checkbox"/>	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

<input type="checkbox"/>	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance

in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Exhibit C
Gold Sponsorship
City of Pompano Beach
Eta Nu Educational Foundation, Inc.
Black History Festival

Name of Event: Black History Festival
Company/Organization: ETA NU Educational Foundation
Representative: Willie Jones/Harry Harrel
Address: 926 NW 6th Street, Pompano Beach
Phone: 954-821-8462
Event Dates: February 18, 2016 5 p.m. - 9 p.m.
February 19, 2016 10 a.m. - 6 p.m.
February 20, 2016 10 a.m. - 6 p.m.
February 21, 2016 1 p.m. - 5 p.m.

LAW ENFORCEMENT

	<u># Deputies</u>	<u># Hours</u>	<u>Hourly Fee</u>	<u>Total</u>
Deputy (Thursday)	1	3	\$37.00	\$111.00
Supervisor (Saturday)	1	9.0	\$40.00	\$360.00
Deputies (Saturday)	1	11.0	\$37.00	\$407.00
Additional Deputies (Saturday)	4	9.0	\$37.00	\$1,332.00
Deputy (Sunday)	2	5.0	\$37.00	\$370.00
Total Law Enforcement Fees				\$2,580.00

FIRE RESCUE

	<u># Staff</u>	<u># Hours</u>	<u>Hourly Fee</u>	<u>Total</u>
Incident Commander				
Inspector				
Engine				
Rescue				
Total Fire Rescue Fees				\$ 7,220.00

PUBLIC WORKS

	<u>#Staff</u>	<u># Hours</u>	<u>Hourly Fee</u>	<u>Total</u>
Staff	3	11.0		\$710.77
Equipment				\$1,155.00
Total Public Works Fees				\$1,865.77

PARKS & RECREATION

	<u>#Staff</u>	<u># Hours</u>	<u>Hourly Fee</u>	<u>Total</u>
PR Recreation Supervisor	1	19.0	\$26.00	494.00
PR Service Worker	1	25.0	\$17.00	425.00
Total Parks & Recreation Fees				\$919.00

FACILITY/EQUIPMENT RENTAL COSTS

Facility Rental - Larkins Center	1			\$ 1,840.00
Showmobile	1	8.0		\$630.00
Total Facility Rental Fees				\$2,470.00

TOTAL CITY FEES

\$15,054.77

Exhibit C
Gold Sponsorship
City of Pompano Beach
Eta Nu Educational Foundation, Inc.
Black History Festival

Event Costs

Public Event Application Fee	\$50.00
Black History Exhibits (\$800 * 3 days)	\$ 7,200.00
Food Services	3,184.76
Health Fair	350.00
Entertainment (3 days)	11,250.00
Printing and Marketing	1,200.00
Trash Dump and Disposal Fee	350.00
Kids Zone	<u>1,410.47</u>
Total Event Costs	\$24,945.23

TOTAL CITY SERVICES AND EVENT COSTS **\$40,000.00**



City Representative's Signature

10-27-15

Date

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR SW 30TH AVENUE SIDEWALK CONSTRUCTION BETWEEN THE CITY OF POMPANO BEACH AND STRAIGHTLINE ENGINEERING GROUP, LLC; PROVIDING AN EFFECTIVE DATE. (\$69,222.00).

Summary of Purpose and Why:

Request for approval to construct approximately 2,000 LF of sidewalk along SW 30th Ave between McNab and SW 10th St. to accommodate a bus shelter, with Straightline Engineering Group, LLC, utilizing the City of Miami Gardens Sidewalk Replacement and Installation Contract. This Contract was previously approved for use on the June 9, 2015 Commission.

Attached please find the Agreement between City of Pompano Beach and Straightline Engineering Group, LLC, the Contract between City of Miami Gardens and Straightline Engineering Group, LLC (Exhibit A), the Cost Estimate with Aerial (Exhibit B), and the Insurance (Exhibit C).



Accomplishing this item supports achieving Initiative 4.1.2, "Install 1.5 miles of sidewalk per year" identified in the City's Superior Capacity Strategy.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Engineering
- (2) Primary staff contact: John Sfiropoulos, PE Ext 7044 / 7009
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$69,222.00, Account No. 302-7304-530-6512.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>10/30/15</u>	APPROVE	
Purchasing	<u>10/30/15</u>	APPROVE	
City Attorney	<u>11/3/15</u>	APPROVE	
Finance	<u>10/30/15</u>	APPROVE	
Budget	<u>11-2-15</u>	APPROVE	

- Advisory Board
- Development Services Director
- City Manager

Commissioner

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____



City Attorney's Communication #2016-126
October 30, 2015

TO: John Sfiropoulos, P.E., City Engineer
FROM: Carrie L. Sarver, Assistant City Attorney
RE: Resolution - Agreement for SW 30th Avenue Sidewalk Construction

Pursuant to your memorandum dated October 28, 2015, Utilities Administration Memorandum No. 15-106, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR SW 30TH AVENUE SIDEWALK CONSTRUCTION BETWEEN THE CITY OF POMPANO BEACH AND STRAIGHTLINE ENGINEERING GROUP, LLC; PROVIDING AN EFFECTIVE DATE.

If I may be of further assistance, please feel free to contact me.


CARRIE L. SARVER

/jrm
l:cor/util/2016-126

Attachment

RESOLUTION NO. 2016-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR SW 30TH AVENUE SIDEWALK CONSTRUCTION BETWEEN THE CITY OF POMPANO BEACH AND STRAIGHTLINE ENGINEERING GROUP, LLC; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement between the City of Pompano Beach and Straightline Engineering Group, LLC for SW 30th Avenue Sidewalk Construction, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Straightline Engineering Group, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

AGREEMENT FOR SW 30TH AVENUE SIDEWALK CONSTRUCTION

Agreement for work in and about the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 for Sidewalk Construction dated _____, 2015, by and between the City of Pompano Beach (hereinafter called CITY) and Straightline Engineering Group, LLC, 15223 N.W. 33rd PL, Miami Gardens, FL 33054 (hereinafter called CONTRACTOR).

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

1. WORK TO BE PERFORMED

CONTRACTOR will perform sidewalk installation along SW 30th Ave between McNab and SW 10th St.

This Agreement references the terms, conditions, prices and specifications of the "City of Miami Gardens Sidewalk Replacement and Installation Annual Contract, ITB 12-13-034" attached hereto as **Exhibit A**.

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

"City of Miami Gardens Sidewalk Replacement and Installation Annual Contract, ITB 12-13-034"

in strict and full accordance with the requirements of the Contract Documents and with such further details and instruction as the CITY may from time to time issue for the purposes of insuring the thorough completion of the work. Unless amended below, all terms, conditions, specifications and prices referenced in the "City of Miami Gardens Sidewalk Replacement and Installation Annual Contract, ITB 12-13-034" shall apply.

2. SCOPE OF WORK GENERAL

2.01 GENERAL DESCRIPTION OF WORK

- A. The CONTRACTOR will perform the sidewalk installation as proposed in the detailed scope attached as **Exhibit B** and as specified in the "City of Miami Gardens Sidewalk Replacement and Installation Annual Contract, ITB 12-13-034"

- B. All other required work whether implied or incidental to the proper completion of the project.

3. CONTRACT DOCUMENTS

It is understood that all the terms, provisions, conditions and obligations set forth in the Contract Documents of the "City of Miami Gardens Sidewalk Replacement and Installation Annual Contract, ITB 12-13-034" shall constitute a part of this Agreement and are to have the same force and effect as if set forth specifically and at length herein. Insurance documents are attached as Exhibit C.

4. CONTRACT TIME

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

5. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this Agreement by the CONTRACTOR, the CITY will pay to the CONTRACTOR the actual, measured quantities not to exceed **\$69,222.00** for the proposed work which was based off unit pricing in the "City of Miami Gardens Sidewalk Replacement and Installation Annual Contract, ITB 12-13-034" The CITY will have to pay the CONTRACTOR for acceptable and conforming work, inclusive of all materials, supplies, costs, fees and is the maximum extent of the CITY's obligation to pay CONTRACTOR but does not constitute a limitation, of any sort, of the CONTRACTOR's obligations to perform the work in accordance with this contract.

CORPORATION

Straightline Engineering Group, LLC

By _____
Signature

Typed, Stamped or Printed Name

Title

Witnesses:

STATE OF FLORIDA
COUNTY OF BROWARD

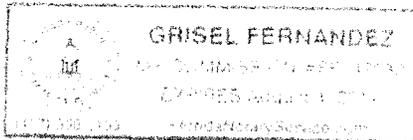
The foregoing instrument was acknowledged before me this _____ day
of _____, 2015 by _____ as _____
of _____ on behalf of the corporation.
He/she is personally known to me or has produced
_____ (type of identification) as identification.

NOTARY'S SEAL
FLORIDA

NOTARY PUBLIC, STATE OF

(Name of Acknowledger Typed, Printed
or Stamped)

Commission Number



"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:
FLORIDA

NOTARY PUBLIC, STATE OF

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit A



City of Miami Gardens

June 23, 2015

Scott Shaw
City Manager
Procurement Department
City of Miami Gardens
12000 NW 27th Avenue
Miami Gardens, FL 33154
Phone: 305-622-3000
Fax: 305-622-3000

Mr. Ricky Diaz
Straightline Engineering Group
PO BOX 546512
Surfside, FL 33154
Email: rdiaz@straightlineeng.com

RE: ITB 12-13-034 Sidewalk Replacement and Installation

Scott Shaw
City Manager
Procurement Department
City of Miami Gardens
12000 NW 27th Avenue
Miami Gardens, FL 33154
Phone: 305-622-3000
Fax: 305-622-3000

Dear Mr. Diaz,

The specifications in the above referenced bid allow the current contract to be renewed for an additional year. This will be the 2nd renewal period of 2 renewal options. The same terms and conditions and pricing of the current contract will be applied to the extended contract.

Inasmuch as the current contract will expire on or about August 1, 2015, the City Council approved the contract renewal on June 10, 2015 to extend this agreement through August 1, 2016. If you concur, please sign below and return to Scott Shaw, Procurement Assistant, of the Procurement Department at 12000 NW 27th Avenue, Miami Gardens, FL 33154 or fax to 305-474-1285.

Please notify your insurance carrier of the extended period of award and have them forward any renewal insurance certificates to the Office of the City Manager, naming the City of Miami Gardens as an additional insured.

The City of Miami Gardens would like to thank you for the service your company has provided this past year and look forward to your continued service in the coming year.

If you have any questions, please feel free to contact our Procurement Department at 305-622-3000.

City Manager

Date

Vendor

6/23/2015

Date



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

SECTION #1 -VENDOR AWARD BID/RFP NO.: ITB#12-13-034

DESCRIPTION/TITLE: Sidewalk Replacements & Installation – Annual Contract
CONTRACT PERIOD: 8/1/13 – 7/31/14
TERM OF CONTRACT: 1 Year w/ 3 one year renewals

VENDOR AWARD

Vendor Name: Metro Express, Inc.
Vendor Address 1: 9442 NW 109th Street, Medley, FL 33178
Vendor Address 2: Contact:
Telephone: 305-885-1330; Fax: 305-885-1327
Cell/Pager: Email Address: angel@metroexpresscorp.com
Website:
FEIN: 65-0711071

VENDOR AWARD

Vendor Name: Straightline Engineering Group
Vendor Address 1: 15223 NW 33rd Place, Miami Gardens, FL 33054
Telephone: 305-685-9033; Fax: 305-685-9083
Email Address: nickydiaz@straightlineengineering.com
FEIN: 04-3638394

SECTION #2 – AWARD/BACKGROUND INFORMATION

Award Date: June 26, 2013

Resolution/Agenda Item No.: 2013-164-1960

Insurance Required: Yes

No Performance Bond Required: Yes No

Bonds may be required for projects in excess \$150,000.00

SECTION #3 -LEAD AGENCY

Agency Name: City of Miami Gardens
Agency Address 1: 1515 NW 167th Street, Suite 200, MiamiGardens, FL 33169
Agency Address 2:
Agency Contact: Pam Thompson, CPPO, FCPN, FCCN
Telephone: 305-622-8031
Facsimile: 305-474-1285 Email: pthompson@miamigardens-fl.gov

**CITY OF MIAMI GARDENS
PROCUREMENT DEPARTMENT
1515 N W 167th STREET; BLDG. 5 SUITE 200
MIAMI GARDENS, FLORIDA**

ADDENDUM NO. 1

Date: May 8, 2013

To: All Potential Bidders

Subject: ITB#12-13-034 Sidewalk Replacements & Installation Annual Contract

Opening Date: May 23, 2013 @ 2:00 p.m.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein. Acknowledge receipt of the addendum in the space provided on the 'Bid Form'. Failure to do so may subject the Bidder to disqualification.

Questions received in writing with City answers below

Q.1: Is an AMOT certificate required?

A.1: Yes, submit certificate/proof with bid submittal.

Q.2: A total bid amount is not listed in bid package are we missing it?

A.2: No, this is an annual contract to be used "as needed when needed" by the cities listed, estimated quantities are provided.

Q.3: Is a bid bond required?

A.3: No

I apologize for any inconvenience in preparing the bid submittal.

Please note receipt of Addendum No. 1 on the Bid Form.

All else remains unchanged

Pam Thompson, CPPO, FCPM, FCCN
Procurement Manager



City of Miami Gardens
INVITATION TO BID

The City of Miami Gardens acting as lead City for the SE Fla. Co-Op Group is requesting sealed bids from qualified licensed contractor(s) for an annual contract for the replacement and installation of new sidewalks on an as needed basis. The City encourages participation from minority contractors.

PROPOSAL SUBMISSION Bids will be received by sealed envelope in the Procurement Department, City of Miami Gardens. **Deliver by mail:** Procurement Department, 1515 N.W. 167th Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169. **Deliver by hand:** Procurement Department, 1515 NW 167th Street; Bldg. 7, Suite 440 until 2:00 P.M. on **Thursday May 23, 2013**, at which time names of the bidders will be read in the Council Chambers by the Procurement Manager. Bids received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids:

“ITB#12-13-034 – SIDEWALK REPLACEMENTS & INSTALLATION – ANNUAL CONTRACT”

Copies of this Proposal Document may be obtain by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712 and request Document #1213034 or may be found on the City's web site at www.miamigardens-fl.gov. Vendors who obtain specifications and plans from other sources other than DemandStar.com are cautioned that the bid package may be incomplete. All addendums will be posted and disseminated by DemandStar.

FOR INFORMATION For information on this Invitation to Bid, contact the Procurement Department, (305) 622-8000 procurement@miamigardens-fl.gov. Deadline for submittal of questions is May 13, 2013 @ 3:00 p.m

ACCEPTANCE AND REJECTIONS The City of Miami Gardens reserves the right to reject any or all bids with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage to the City.

Please be advised that Pursuant to subsection (t) “Cone of Silence,” of Section 2-11.1 “Conflict of Interest and Code of Ethics Ordinance” of Miami-Dade County, public notice is hereby given that a Cone of Silence is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the ITB/RFP until such time as the City Manager makes a written communications concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the “Cone of Silence”.



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

ITB#12-13-034 SIDEWALK REPLACEMENTS & INSTALLATION – ANNUAL CONTRACT

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately 45 government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidance to all entities by utilizing the buying power of combined requirements for common, basic items.

The government agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency." All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor shall furnish the lead agency a detailed summary of sales semi-annually during the contract period. Sales summary shall include contract numbers, contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

SIDEWALK REPLACEMENTS & INSTALLATION – ANNUAL CONTRACT

ITB#12-13-034

May 23, 2013

1.0 GENERAL CONDITIONS

1.1 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Specification Response must be submitted in a sealed envelope clearly marked with the Bid Title to the Procurement Department, City of Miami Gardens, 1515 N W 167th Street; Bldg 5 Suite 200, if by mail, and Bldg 7, Suite 440, if in person, Miami Gardens, Florida 33169 until 2:00 p.m., local time on date due.

1.2 EXECUTION OF BID:

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted to the City.

1.3 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Bidders are to list discounts to be given the City for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

1.3.1 TAXES:

The City of Miami Gardens is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

1.3.2 MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

1.3.3 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.3.4 BID'S CONDITIONS:

The City reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City of Miami Gardens, Florida.

1.4 EQUIVALENTS:

If bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

1.5 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

1.6 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Procurement Department, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

1.7 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of

purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding holidays.

1.8 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Manager, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 Facsimile (305) 474-1285.

1.9 AWARDS:

The City of Miami Gardens reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. All awards made as a result of this Bid shall conform to applicable Florida Statutes.

No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City or who has failed to perform faithfully any previous contract with the City.

1.10 BID OPENING:

Bids shall be opened and publicly read in the Council Chamber, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

1.11 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the City unless loss or damage result from negligence by the City. If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

1.12 PAYMENT:

Payment will be made by the City after the items awarded to a bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

1.13 DISPUTES:

Any actual or prospective Bidder, Proposer, Offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 2007-25-131 in order to resolve disputed matters or complaints.

The Procurement Manager shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the front office of City Hall or on the City's web site for public viewing.

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to all responders to the bid proposal within seventy-two hours (72) hours of the City's recommendation for award or the City's actual award whichever comes first. The written protest shall state all the particular grounds on which it is based, shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of \$500.00 representing the filing fee, plus a cost bond in the amount of \$2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The \$2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail the City shall keep the bond. Any grounds not stated shall be deemed waived.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk.

The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

1.14 LEGAL REQUIREMENTS:

Federal, State, county and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

1.15 INDEMNIFICATION:

The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the City as set forth in this Section and in the Terms and Conditions.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the City and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is

caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

The official title of the City is "City of Miami Gardens". This official title shall be used in all insurance, or other legal documentation. City of Miami Gardens is to be included as "Additional Insured" with respect to liability arising out of operations performed for City of Miami Gardens by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

1.16 PATENTS & ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the City of Miami Gardens, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Miami Gardens, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.17 OSHA:

The bidder warrants that the product and services supplied to the City of Miami Gardens, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

1.17A SAFETY PRECAUTIONS:

The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder

1.18 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.19 ANTI-DISCRIMINATION:

The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.20 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter or go onto City of Miami Gardens property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Miami-Dade County and City of Miami Gardens building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

1.22 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

1.23 DEFAULT/FAILURE TO PERFORM:

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful bidder to meet any terms of this agreement, the City will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B) Failure to begin the work under this contract within the time specified.
- C) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.
- E) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
- F) Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

1.24 CANCELLATION:

The City of Miami Gardens reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- A) The contractor is determined by the City to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to the City. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
- B) The City has determined that such cancellation will be in the best interest of the City to cancel the contract for its own convenience.
- C) Funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.

1.25 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers; work order number and/or quotation number, if applicable; details of service(s) performed including service date, brief description, and shall be submitted in DUPLICATE to Accounts Payable, City of Miami Gardens, 1515 N W 167th Street, Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

1.26 SUBSTITUTIONS:

The City of Miami Gardens, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.

1.27 FACILITIES:

The City reserves the right to inspect the bidder's facilities at any time with prior notice.

1.28 BID TABULATIONS:

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

1.29 APPLICABLE LAW AND VENUE:

The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Gardens Procurement Manager at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in

writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Miami Gardens Procurement Manager. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids is required. A copy of such Addendum will be sent to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

1.31 CONTRACT:

A) A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of Miami Gardens. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described herein.

B) The City shall award a contract to a Bidder through action taken by the City Council or the City Manager of the City of Miami Gardens, Florida.

C) The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between the City of Miami Gardens and the successful Bidder.

D) While the City of Miami Gardens may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

E) The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

F) The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, in regard to this Bid.

G) The Bidder agrees and understands that the contract may not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.32 ASSIGNMENT:

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its

power to execute such contract to any person, company or corporation without prior written consent of the City of Miami Gardens, which consent may be withheld.

1.33 LAWS, PERMITS AND REGULATIONS:

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

1.34 OPTIONAL CONTRACT USAGE:

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract. Contractors shall sell these commodities or services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option or as otherwise provided by law.

1.35 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in this Bid from the selected bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

1.36 WARRANTIES OF USAGE:

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

1.37 PUBLIC ENTITY CRIMES:

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.38 CODE OF ETHICS:

As provided in Article 9 Ethics in Public Contracting of the City of Miami Gardens Ordinance No. 2005-10-28 and Ordinance 2008-03-139 "Cone of Silence", from the time of advertising until the City Council deliberates on the making of an award, there is a prohibition on communication with the City Manager and his staff and Mayor and City Council. The ordinance does not apply to oral communications at pre-bid/proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City Council unless specifically prohibited by the applicable RFP, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

1.39 NON-COLLUSION:

By submitting this bid, Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

1.40 PROHIBITION OF INTEREST:

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

1.41 FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this bid becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

1.42 TIED BIDS:

In the event of an identical tied bid or proposal, preference will be given to local vendors. If none of the vendors are local, preference will be given to a vendor with a Drug-Free Workplace Program in accordance with Section 287.087, Florida Statutes.

1.43 UNBALANCED BIDS:

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

1.44 LOCAL PREFERENCE: N/A

1.45 PREFERENCE MONETARY CONTRIBUTIONS TO LOCAL SCHOOLS: N/A

1.46 DRUG FREE WORKPLACE AFFIDAVIT:

Pursuant to Section 893.02(4), Florida Statutes, each bidder shall complete the form on Drug Free Workplace Affidavit and submit same with any bid response.

1.47 MINORITY BUSINESS ENTERPRISES:

The City of Miami Gardens encourages Minority Business Enterprises to participate in this solicitation.

Ordinance 2011-01-243, establishes a program enabling the City to collect relevant data to determine if MBEs that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services.

The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Minority Businesses are used when possible. Affirmative steps shall include:

- Placing qualified minority businesses on solicitation lists;

- Assuring that minority businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority, women's businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation minority businesses;
- Using the services and assistance of the Minority Business Development Agency of the Department of Commerce.

SIDEWALK REPLACEMENT & INSTALLATION – ANNUAL CONTRACT
ITB#12-13-034
May 23, 2013

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The City of Miami Gardens, acting as lead City for the Southeast Florida Governmental Purchasing Co-operative Group, is actively seeking sealed bids from licensed contractor(s) for an annual contract for the replacement and installation of new sidewalks on an as needed basis to the City and the Co-Op in full accordance with the specifications, terms and conditions herewith from a source(s) that will give prompt and efficient service.

2.2 TERM OF CONTRACT:

It is requested that the bidder(s) quote fixed prices that will be guaranteed to the City of Miami Gardens and the Southeast Florida Governmental Cooperative for an initial period of one (1) year, which is expected to begin on or about August 1, 2013. The City reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of three (3) years. Annual renewals will be based on the successful bidder(s) agreeing to the same terms and conditions and by filing written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the contract amount. Contract renewal shall be the City's prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City. This contract may not be an exclusive contract.

No price increase will be accepted during the initial contract period. Renewal terms allow for a request for an increase at the time of renewal based on bidder's second and third year hourly rates. No more than one price increase will be accepted during the renewal period.

The contractor may make application for price adjustment to the renewal contract if the Consumer Price Index; U.S. Bureau of Labor Statistics; All Urban Consumers; U.S. City Average; that occurred between the newest C.P.I. index publication available at time of request increases 5% or more during this period of the contract.

If during the contract period, the total C.P.I. decreases 3% or more, the contractor is required to extend to the City a price decrease equal in percentage to the percentage of the index.

Orders will be placed to vendors on as-needed when needed basis to meet each City's requirements.

2.3 METHOD OF AWARD:

The City reserves the right to award a primary and secondary contractor if it is in the best interest of the City and the Co-Op. If a multiple award is given, Purchase Orders for task orders will be made on the basis of the unit prices submitted and the availability of the bidders work unit to the schedule set by the City.

These items and quantities are projections, and shall not be construed as a base bid or a guaranteed amount.

Any estimated work order to cost in excess of \$25,000 may be bid and awarded as a separate contract.

2.4 PAYMENT:

Payment will be made upon final completion and acceptance, by the City, of each assigned project. Payments will be made in accordance with Florida Prompt Payment – 45 days from receipt of invoice. No draws or partial payments will be made while work is in progress.

The City will pay the contract price minus any liquidated damages and/or other damages to the Contractor upon final completion and acceptance.

Bidder must submit a lump sum price inclusive of all labor, parts/supplies, equipment needed to furnish, deliver, erect, install and connect completely all of the material and appliances described herein and in the drawings, and supply all other incidental material and appliances, tools, transportation, etc., required to make the work complete and to leave the area in first class operating condition.

PURCHASING CARD PROGRAM:

The City has implemented a purchasing card program through Bank of America, using the VISA network. Contractors will receive payment from the purchasing card and have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. The City can only accept VISA, however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Bid Form.

INVOICES:

Invoices submitted for payment shall contain the purchase order number and/or work order/bid number; details of service(s) performed including service date, unit costs and location of service. Copies of invoices or other appropriate documentation shall be provided for each job to support their actual costs prior to reimbursement upon request from the City. Failure to itemized the aforementioned shall result in the invoice being returned for adherence to the same.

2.5 COMPLETION TIME:

Contractor shall actively start each project within ten (10) calendar days after written Purchase Orders/task orders (furnished by mail or facsimile) and shall stipulate final completion time in consecutive calendar days prior to start of each task order.

The Work shall be carried on regularly and uninterruptedly with sufficient force to insure its completion with the time limit set. Failure to begin shall render the Contractor liable to the City for the sum of One Hundred Dollars (\$100.00) per day as liquidated damages for each and every calendar day delay in commencing work. For reasons satisfactory to the City's Representative, the City may waive any claims on the Contractor for the damages referred to.

The City seeks a source of supply that will provide accurate and timely completion. The awarded contractor must adhere to completion schedules. If, in the opinion of the Public Works Director, the successful contractor fails at any time to meet the requirements herein, including completion requirements, then the contract may be cancelled upon written notification for default of contract.

2.6 FAILURE TO PERFORM:

If, in the opinion of the City's representative, the Contractor refuses to begin work, improperly perform said work, or shall neglect or refuse to take out or rebuild such work, as shall have been rejected or as being defective or unsuitable, then City's representative may notify the Contractor to repair and replace work immediately or discontinue all work under this Contract.

If at any time the City's representative shall be of the opinion that the said work is being unnecessarily delayed and will not be finished within the prescribed time then City's representative may notify the Contractor to discontinue all work under this Contract. The Contractor shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit this contract.

The City may thereupon look to the next lowest and responsive and responsible contractor to complete the work or advertise for bids and let a contract for the uncompleted work in the same manner as was followed in the letting of this Contract and charge the cost thereof to the original Contractor upon his contract. **Any excess cost arising therefrom over and above the original contract price shall be charged to the Contractor.**

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the bidder is awarded a contract under this solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided, however, that the Bidder may offer incentive discounts from this fixed price to the City at any time during the contractual term.

2.8 INSURANCE:

Bidders must submit with their bid, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

2.8.1 Worker's Compensation Insurance – as required by law and Employer's Liability Insurance - \$1,000,000

The City of Miami Gardens will not accept filed certificates of exemption forms for Worker's Compensation Insurance.

2.8.2 General Liability Insurance - \$1,000,000 for each occurrence, general aggregate, personal injury and products/completed operations

2.8.4 Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles - \$500,000 combined single limit

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than ten (10) days after recommendation of award and prior to commencement of any work, a Certificate of Insurance naming the City of Miami Gardens as additional insured.

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.9 CONTACT PERSON:

For any additional information regarding the specifications and requirement of this proposal, contact: Pam Thompson, fax: (305) 474-1285, e-mail: pthompson@miamigardens-fl.gov.

2.10 PERFORMANCE BOND:

The successful contractor(s) will be required to furnish a Performance Bond and Payment Bond for 100% of the total task order if it exceeds \$150,000, to be in the form of a Cashier's Check, made payable to the City; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located Miami-Dade, Broward or Palm Beach County, be in the amount of the total task order and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor(s).

2.11 LIQUIDATED DAMAGES:

Purchase Orders will be issued and completion times will be mutually agreed upon between the contractor and the City. Liquidated damages of \$100.00 per calendar day will be deducted from the contract sum for each and every calendar day delay in commencing work or elapsing beyond the specified time for completion for each Purchase Order.

2.12 BID CLARIFICATION:

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing by mail or facsimile to the Procurement Department, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169, FAX: (305) 474-1285. The bid title/number shall be referenced on all correspondence. All questions must be received no later than 3:00 p.m. May 13, 2013. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.13 CONDITIONS OF WORK:

If property (public or private) is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the City. Such property shall include but not be limited to: structures, parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.

Contractor shall submit to the City authorized personnel for review, pictures or video of the work site(s) having pre-existing damage to structures, parkways, sidewalks, approaches, sod, swales, adjacent improvements, etc. before beginning work. Failure to do so shall obligate the contractor to make repairs per above paragraph.

2.14 PROTECTION:

Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the contractor.

2.15 HOURS OF WORK:

Contractor will perform work Monday through Friday from 7:30 a.m. to 4:30 p.m., excluding holidays unless prior approval is given by the City.

2.16 EMPLOYEES:

Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the contractor shall be considered to be at all times the sole employees of the contractor, under the contractor's sole direction, and not an employee or agent of the City. The contractor shall supply competent and physically capable employees and the City may require the contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.

Each employee of the Contractor shall be citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC4082)(c)(2).

Contractor shall assign an "On Duty" supervisor who speaks and reads English.

2.17 SAFETY MEASURES:

Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.

All employees of contractor shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The contractor shall use only equipment that is fully operational and in safe operating order. Contractor shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.18 ACCIDENTS

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to any who may be injured in the process of the Work.

The Contractor shall comply with OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

2.20 STORAGE OF MATERIALS:

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas.

Safeguarding of all Contractor-owned equipment, tools, materials, vehicles and surplus fabric is the responsibility of the contractor and employees. The City of Miami Gardens assumes no direct or implied responsibility for the theft, vandalism, injury or other undesirable actions occurring to or performed with any Contractor-owned materials.

2.21 PERMITS:

No permits are required for the City of Miami Gardens, however, inspections shall be made in accordance with Section 03.1602 Quality Assurance.

Contractor shall be responsible for obtaining any permits required by the other participating agencies.

Contractor shall verify all locations of underground utilities with Sunshine One Call, Peoples Gas, Southern Bell, TCI cable, etc. prior to any work.

Contractor shall contact proper authorities for raising utility boxes (manhole covers, valve boxes, water meters, sanitary sewer clean-outs).

All work not stated herein shall be in compliance with the Florida Building Code and all other national, state, and local codes and regulations. All permits to be posted on job site.

All inspections shall be requested a minimum of twenty-four (24) hours prior to inspection. Inspection shall be required at the following stages of construction:

- a. Subgrade prep completion
- b. Sidewalk formed prior to pouring concrete
- c. Paving
- d. Final

2.22 DISPOSAL OF WASTE:

Contractor shall be responsible for disposal of waste materials, rocks, vegetation, concrete, spoil, existing irrigation material, containers and any and all excess materials, etc. at an off site location on a daily basis in accordance with local, state and federal regulations. City dumpsters are not to be used by contractor.

2.23 WARRANTY:

The successful contractor will be required to warranty all materials and workmanship to be in compliance with the specifications for a period of six months after acceptance of project.

2.24 REFERENCES/CONTRACT EXPERIENCE:

Each bid submittal must be accompanied by a list of five (5) references, of prior experience and similar work which shall include contact person, telephone number, facsimile number and e-mail address. It is the responsibility of the bidder to ascertain that the contact person will be responsive.

2.25 COMPLETE PROJECT REQUIRED:

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

2.26 BID SUBMITTAL:

All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Procurement Department.

2.27 BIDDER QUALIFICATIONS:

In order for bid submittals to be considered, bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder: maintains a permanent place of business; possess the required licenses; has technical knowledge and practical experience in the type of equipment included in this scope of work; has available the organization and qualified manpower to the work and has adequate financial status to meet the financial obligations incident to the work.

2.28 LATE PROPOSALS:

The City of Miami Gardens cannot accept bid submittals received after opening time and encourages early submittal.

2.29 EXCEPTIONS TO SPECIFICATIONS:

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the proposal to be considered non-responsive.

2.30 COMPLETE INFORMATION REQUIRED ON BID FORM:

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND THREE COPIES of the Invitation to Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

STATEMENT OF BIDDER'S EXPERIENCE

PROOF OF INSURANCE

REFERENCES

CONTRACTOR QUESTIONNAIRE

SUB-CONTRACT LIST

2.31 PARTICIPATING AGENCIES

Each participating governmental City will be responsible for issuing its own Purchase Obligations/task orders. Each City will require separate billings, be responsible for payment to the awarded contractor and issue its own tax exemption certificates as required by contractor. Invoicing instructions, site locations, and bonding requirements, if applicable, will be in accordance with the respective City's requirements.

Any reference in this document to a single City, will be understood as referring to all participating agencies referenced in this bid.

Municipalities and other governmental agencies which are not members of the Southeast Florida Governmental Cooperative Purchasing Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Co-Op members may participate in this contract for new usage, during the contract term, or on any contract extension term, if approved by the lead City. New Co-Op members may participate in any contract, on acceptance and approval by the lead City.

Name & Address	Contact	Phone
City of Deerfield Beach 210 SW Goolsby Blvd.	Paul Collette	954-480-4418

Deerfield Beach, FL 33442		
City of Miami Gardens 1515 NW 167 th Street #200 Miami Gardens, FL 33169	Pam Thompson	305-622-8000
City of Margate 5790 Margate Blvd. Margate, FL 33063	Spencer Shambray	954-935-5341
City of Coconut Creek 4800 West Copans Road Coconut Creek, FL 33063	Carlo Nuesa	954-571-4146
City of Sunrise 1601 NW 136 th Avenue Suite 101 Sunrise, FL 33323	John Fintak Wendy Lorenzo	954-572-2395 954-572-2485
City of Oakland Park 3650 NE 12 th Avenue Oakland Park, FL 33334	Art Saey	954-630-4433
City of Dania Beach 100 W. Dania Beach Blvd. Dania Beach, FL 33004	Joseph Kroll	954-924-3243
Town of Pembroke Park	Jeanne Peterson	954-966-4600 ext. 238
City of Wilton Manors 2020 Wilton Drive Wilton Manors, FL 33305	David Archacki	954-390-2190
Town of Davie	Mark Collins	954-327-3943

SIDEWALK REPLACEMENT & INSTALLATION – ANNUAL CONTRACT

ITB#12-13-034

May 23, 2013

3.0 TECHNICAL SPECIFICATIONS

GENERAL SCOPE OF WORK – Contractor will not be required to replace or install less than a combined 100 linear feet of sidewalks within one square mile per task order and/or purchase order.

- A. Contractor shall furnish all materials, labor, supervision, and transportation, permits, licenses, equipment and any incidentals necessary to perform these services as stated herein.
- B. The work includes removal of grass and other materials to prepare the ground for sidewalk installation. Additional tasks will include installation of handicap ramps at intersections of Streets and Avenues where indicated by each City. All form work and site preparation shall be conducted with minimum impact and/or damage to the adjacent properties.
- C. Remove and dispose of existing trees as indicated by each City. All trees to remain shall be preserved. See Tree Removal and Preservation Specifications. Size of tree will be paid based on proof from the contractor of size. If proof is not provided, each City will make such determination of size deemed acceptable.
- D. New four and/or six inches thick sidewalks shall be constructed in accordance with Florida Accessibility Code for Building Construction, latest edition, and Section 522 of the FDOT-SSR&BC, latest edition and other requirements as required.
- E. Handicap ramps shall be installed at intersections of Streets and Avenues within the ROW only, per Typical Handicap Ramp Layout Detail.
- F. Any disturbed swale areas, private property, other public property shall be re-sodded per Sod Specifications and graded properly as per specifications at the Contractor's expense.
- G. Where any existing elevation is lower than sidewalk, lime rock must be spread and compacted to a minimum of 95%. Lime rock may be used where there is no approach and between new sidewalk to fill any gaps. Compacted to avoid settling. Delivery Ticket must be provided to City to determine payment. City Engineer must pre-approve.
- H. Any damage to the roadway, driveway approaches, driveways, abutting sidewalks, aprons surrounding catch basins, manholes, etc. shall be repaired at no expense to the City, if determined by the City to be repairs due to negligence or lack of coordination on the part of the Contractor. Re-paving shall be per Pavement Specifications and Miami-Dade County Public Works Manual.
- I. Purchase and installation of Florida #1 Live Oak Trees, Mahogany, Crape Myrtle and or Silver Buttonwood with 10' to 12' overall height.
- J. Drawings added include the following:
 - 1. Planting Detail
 - 2. FDOT Curb and Gutter Drawing
 - 3. Pedestrian Ramps

4. Sidewalk Detail

- K. At the discretion and direction of each City, each block where sidewalks are to be installed, surveys will be required to establish R.O.W. centerline and width and/or to establish the required property line for the construction of new sidewalks. This service shall be performed by a Professional Registered Surveyor in the State of Florida.

END OF SECTION

REPLACEMENT & INSTALLATION OF SIDEWALKS
SECTION 031500
TEMPORARY FACILITIES

03.151 SECURITY

- A. The contractor is responsible for project security. Contractor shall protect and secure the site, materials, and equipment from theft and damage, by whatever means deems effective, at Contractor's cost.
- B. Work site(s) must be protected properly in accordance with all Federal, State, County and Municipal laws and ordinances, at the end of each work day and weekends.

03.152 SPECIAL CONTROLS

- A. Water Control:
1. Keep excavations dry.
 2. Shape excavations, particularly piles of excavated material, so as to divert water from excavations and low spots.
- B. Erosion and Sedimentation Control:
1. Prevent the pollution of land, air and water and control the erosion, washout and surface runoff of earth and stockpiled materials.
 2. Fill material shall contain no organic matter other than the normal organic component of topsoil.
 3. Immediately upon completion of final grading, stabilize graded areas with temporary or permanent vegetation, mulch, or paving.

03.153 MAINTENANCE OF TRAFFIC

- A. Control of vehicles and Persons:
1. Provide trained personnel to assure the orderly flow of vehicular traffic during construction.
 2. Contractor shall submit a Maintenance of Traffic Plan (MOT) for review and acceptance by each City when required.
 3. Upon completion of work each day the lanes shall be opened to traffic. Lane closure procedures shall be in accordance to the F.D.O.T. Standards provided.
 4. Ensure that private property driveways are usable upon completion of daily work.
- B. Limit of Operations:
1. Any damage or alterations to area outside limit of operations shall be returned to original condition within 24 hours at no cost to the City.

03.154 PROJECT IDENTIFICATION

- A. No signs, or advertisements will be allowed to be displayed on the premises without the approval of each City's Representative.

03.155 PROJECT HOUSEKEEPING

- A. Trash Disposal
 - 1. Keep adjacent streets and site free from accumulations of waste materials and rubbish.
 - 2. Provide central waste area with containers for at least daily removal.
- B. Burning:
 - 1. Do not burn any trash or other material on site.
- C. Material Removal/Additional Soil:
 - 1. Excess material, including demolished material, roots from trees, excess earth and excess building materials are property of the contractor and shall be removed from site daily and legally disposed of.
 - 2. All material excavated or brought to the project for use/reuse shall be piled within the Public Right-of-Way in a location previously approved by the City.
 - 3. The Contractor shall leave all locations in an acceptable manner once concrete has been poured. Contractor shall coordinate work to ensure that all sites are clean, sodded as required, and acceptable prior to mobilizing to other locations.
 - 4. The Contractor shall replace any sod, concrete and/or asphalt removed, damaged or displaced during demolition or performance of work at Contractor expense.

END OF SECTION
031500

REPLACEMENT & INSTALLATION OF SIDEWALKS SECTION 031600 POURED CONCRETE Sidewalks & Handicap Ramps & Curbs

03.1601 DESCRIPTION

- A. Provide poured concrete at locations where no sidewalks or ramps exist to be per drawings and specifications
- B. Provide poured concrete in locations where existing sidewalk must be replaced per drawings and specifications
- C. Provide curb cuts where proposed sidewalks and/or handicap ramps are installed and there is a conflict with existing curbs. Curb cuts shall be per FDOT design standards. All curbs shall be cut and transitioned in an acceptable manner. All surrounding pavement, sod, asphalt shall be restored to the existing elevation at the Contractor's expense.

03.1602 QUALITY ASSURANCE

- A. Testing and Inspection of Installation

03.1604 EXECUTION

- A. Inspect surfaces for conditions that will adversely affect the quality of installation. Do not proceed with the installation until adverse conditions have been corrected.
- B. Compact subbase surface immediately before placing concrete.
- C. Clearing and grubbing, removal and disposal of existing dirt, grass, roots.
- D. Replace organic material with clean fill and installed up to 6" lifts and compact to a minimum of 95% compaction. Contractor shall submit type of clean fill for City's approval prior to construction.
- E. The City has the right to request compaction test at locations chosen by the City. Should compaction tests be found to be unsatisfactory, and additional inspections required, these inspections shall be at the Contractor's cost, at the discretion of the City.
- F. Concrete finishing:
 - a. Smooth surface by screeding and floating. Produce a uniform texture.
 - b. Work edges of slab to a 1/2" radius. Eliminate tool marks on concrete surface.
 - c. Broom finish after excess moisture has disappeared.

03.1605 INSTALLATION

- A. General: Comply with requirements Florida Accessibility Code for Building Construction, latest edition, and Section 522 of the FDOT-SSR&BC, latest edition and other requirement as required.
- B. All sidewalks and ramps shall be four inches (4") or six inches (6") thick except across driveways, driveway approaches, and first five feet (5') of ramps closest to paved roadways where that shall be six inches (6") thick.
- C. Sidewalk elevation shall be two inches (2") above the crown of the road, at the back side of the sidewalk, and the pitch shall be 1/4 inch per foot toward the road. Elevation may be adjusted, based on the existing grade, as approved by the City.
- D. Contractor shall ensure that where handicap ramps are installed per FDOT design standards. The cut shall be provided at least one foot (1') behind the transition point. All modifications to the curb shall match existing curbs and shall be flush without exception.
- E. No wire or wire mesh shall be utilized.
- F. Concrete shall not be poured, placed, or installed until such time as an inspection of all sites has taken place as per Section 3.1602 QUALITY ASSURANCE. **IF ANY WORK OR PORTION OF WORK HAS NOT BEEN INSPECTED AS PER SECTION 3.1602, THAT PORTION OF WORK SHALL BE IMMEDIATELY REMOVED AND REPLACED ONCE THE INSPECTION HAS BEEN CONFIRMED AT NO COST TO THE CITY.**
- G. Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of re-enforcing, dowel, and joint devices.

- H. Deposit and spread concrete in a continuous operation between transverse joints, as far as possible.
- I. Contractor shall replace all damaged or misaligned private walkways and driveways with a transition to the private property at 8 to 1 fill slope transition. All other locations shall have a 4 to 1 fill slope transition. Organic material or lime rock, City will determine which material, may be used in areas outside walkways and driveways that require fill slopes.
- J. Avoid premature cracking by installing expansions joint where and when required by City
- K. Utility boxes shall be raised to sidewalk elevations or flushed with sidewalk as to prevent trip hazard. If existing boxes and/or valves are broken prior to installation, the City will supply replacement. If utility boxes are broken during installation Contractor must replace at its own expense.
- L. Install Biobarrier prior to forming and pouring concrete.
- M. Install Biobarrier at existing trees and new trees. Length of biobarrier shall be ten feet (10') long centered on the tree by twelve inch (12") deep at one inch – two inch (1"-2") below the top of the sidewalk. See Section 31800 for additional information.
- N. Concrete shall not be poured, installed or place around manholes, cleanouts, or other structures until they are at required elevations and alignment. Contractor shall notify the City in writing of manholes, cleanouts, or other items that may require relocation or modification prior to pour.
- O. All sidewalk that the City has determined to be replaced due to deterioration, cracking, uplifting, improper sloping, misalignments, grade, etc. will be removed and replaced as required by specification.
- P. Removal of existing sidewalk shall be performed by saw cutting the section of unacceptable sidewalk (as determined by the City) at the nearest acceptable five foot (5') flag. New sidewalk shall be poured in its place as established by specifications.
- Q. All areas where existing sidewalk is to be replaced must be prepared and graded to match adjacent sidewalk flags.
- R. All replacement sidewalk sections shall be installed to match the existing sidewalk elevation.
- S. Contractor shall restore all sites to the pre-existing condition or better, adding sod at Contractor's expense if existing is damaged. If existing site, prior to sidewalk replacement/installation, does not have sod, clean fill (soil) must be added to avoid gaps next to sidewalk.
- T. Cast-In-Place tactile units shall be used for new ramp locations. Tactile units can be pre-filled w/concrete and set in place or pressed into place in freshly poured concrete. On ramps that are perpendicular with curb line the dome pattern shall be in-line with the direction of travel. On ramps intersecting curbs on a radius, the dome pattern shall be in-line with the direction of travel to the extent practical.

- U. Replaceable or Surface Mount tactile units shall be used on existing concrete or damaged existing detectable warning surfaces. Installation area shall be cleaned of all debris, oil and grease, to ensure area is completely free of moisture. All concrete dust present on the tactile panel resulting from drilling process must be cleaned off tactile panel prior to using any caulking materials. Caulk around perimeter of entire installation using Sonneborn NP1 or approved equivalent. On ramps that are perpendicular with the curb line the dome pattern shall be in-line with the direction of travel. On ramps intersecting curbs on a radius, the dome pattern shall be in-line with the direction of travel to the extent practical.

END OF SECTION
031600

REPLACEMENT & INSTALLATION OF SIDEWALKS
SECTION 031700
PROTECTION STORM DRAINS

03.1701 PROTECTION

- A. All storm drain inlet must be protected, from sediments entering the storm water conveyance system prior to disturbance to the area.
- B. All sediment and erosion control practices must be in accordance with the Florida Department of Environmental Protection Storm Water Sediment and Erosion Control Manual Section 4.08 (Storm Drain Protection Procedures) (Best Management Practices BMPs).

END OF SECTION
031700

REPLACEMENT & INSTALLATION OF SIDEWALKS
SECTION 031800
CONCRETE CURB AND GUTTER

03.1801 DESCRIPTION

- A. All curb and gutter shall be formed and installed in accordance with State of Florida Department of Transportation Roadway and Traffic Design Standards (FDOT). Curb and gutter not installed in accordance with these specifications will be removed and replaced at the expense of the Contractor.
- B. Related work:
 - 1. Clearing and Removal: Section 031500

03.1802 QUALITY ASSURANCE

- A. Testing and Inspection of Installation
 - d. The City will inspect the installation. If any concrete is found to not be installed adequately, the Proposer will be required to remove and replace promptly. Upon notifications from the proposer, the City will perform a re-inspection. Should additional concrete be found to be unsatisfactorily installed, and additional inspections required, these inspections shall be at the Contractor's cost, at the discretion of the City.

03.1803 PRODUCTS

- A. Concrete
 - 1. Forms:
 - Steel, wood or other suitable material of size and strength to resist movement during concrete placement. Conform to ACI 301. Height shall be equal to the full depth of the finished sidewalk, curb and gutter with a flat top surface and be inspected and approved by the City prior to pouring.
 - 2. Concrete Mix Design:
 - Mix concrete in accordance with ASTM C94
 - Design Mix to produce normal-weight concrete consisting of Portland cement, aggregate and water to produce the following properties:
 - a. Compressive strength: 3000 psi, minimum at 28 days
 - b. Slump range: 4" to 6"
 - c. Air content: 5% to 8%

03.1804 INSTALLATION

- A. Cast-in-place curb and gutter Type "F" shall be of thickness, size, shape and shall be 24" x 12", including drop curb, transitions, and reconstruction of base where required.
- B. Cast-in-place curb Type "D" shall be of thickness, size, shape and shall be 12", including drop curb, transitions, and reconstruction of base where required.
- C. Valley-gutter shall be of thickness, size, shape of standard FDOT gutter
- D. Curbs shall receive a broom finish. Two 1 1/2" PVC sleeves of adequate length shall be provided by the Contractor to go under all required curb and gutter to allow for electrical and water access.
- E. Gutter elevations shall maintain a consistent elevation with roadway and shall be installed so as not to obstruct the natural flow of run-off in the area.
- F. Sawcuts shall be provided every ten feet (10') to a depth of 1/8" - 1/4".
- G. Proposer shall cut the roadway straight and even with asphalt cutting equipment where the curb and gutter meets the existing roadway. Any voids between the new curb and gutter and existing asphalt shall be filled with F.D.O.T. approved asphaltic concrete patch. Concrete voids shall also be filled with F.D.O.T. approved concrete patch.
- H. Clearing and grubbing, removal and proper disposal of existing curb and gutter. Restoration of sites to pre-existing condition or better, adding sod at Contractor's expense if damaged. Clean fill (soil) (if no pre-existing sod at location) must be added to avoid gaps next to curb.

END OF SECTION
031800

**REPLACEMENT & INSTALLATION OF SIDEWALKS
SECTION 031900
TREE REMOVAL & PRESERVATION**

03.1801 REMOVALS

- A. **ONLY** the trees and/or shrubs that are deemed by the City to interfere with the intent of the contract shall be removed or root pruned as needed. All cost associated with vegetation removal and/or root pruning, trimming, clearing and grubbing, grinding of stumps and roots shall be included with the unit price.
- B. The contractor shall be required to review the site prior to performance of work and ensure no conflicts exist. Any tree in conflict with the expected location of new sidewalk shall be reported to the City for review.
- C. Remove trees and grind stumps and all surface roots to a minimum of 4" below grade.
- D. Restore the location where tree removals take place with soil and sod at grade.

03.1902 PRESERVATION

The following actions and precautions shall be done to protect any trees that will remain in all of the construction areas during construction. These trees shall be those located near new sidewalk installation.

- A. **Root Pruning**
 - 1. All existing trees shall be root pruned along the sidewalk prior to sidewalk removal, excavation and installation.
 - 2. The root cutting shall be clean with no tears with root pruning machine.
 - 3. The cut shall extend from the tree out 4 feet minimum in both directions, or as the field may permit to ensure the protection of the tree.
 - 4. The cut shall be 12 inches below grade.
 - 5. The cut shall be no wider than 3 inches.
- B. **Protective Barriers**
 - 1. Barriers shall be placed no less than 6 feet around each tree or no less than 1 foot from edge of street, sidewalk or driveway.
 - 2. Barriers shall be a minimum of 4 feet above ground level, constructed of wood, metal or rigid plastic, in the form of a fence. No barrier shall be secured in any way to the tree.
 - 3. Barriers shall be installed prior to construction and remain until the City authorizes their removal.
 - 4. No excess oil, fill, equipment, building materials or debris shall be placed within the barriers.
 - 5. The existing grade within the barrier shall not be changed.

END OF SECTION
031900

**REPLACEMENT & INSTALLATION OF SIDEWALKS
SECTION 032000
SOD & INSTALLATION**

03.2001 MATERIALS

- A. Sod shall be St. Augustine 'Floritam', grade A.
- B. Sod shall be Bahia Sod, grade A
- C. Sod shall be weed and insect free.

03.2002 INSTALLATION

Those areas disturbed as a consequence of sidewalk installation and those areas disturbed as a consequence of Contractor mobilization and stock piling shall be restored promptly at **Contractor's expense**.

The Contractor shall not utilize methods of mobilization or execution of work that impacts private/public areas excessively and/or in a manner that is unacceptable to the City. Contractor shall ensure that all private and/or public areas impacted by the mobilization, stock piling, or lack of coordination as interpreted by the City are restored at no cost to the City.

- A. Only damaged areas of swales or private property shall be replaced. Where sidewalks require to be elevated above existing grade, swales shall be graded to a 12 to 1 fill slope with sod.
- B. Sodded areas shall have any compaction relieved, graded, clearing, grubbing, raked smooth and rocks or debris removed.
- D. Areas along street and sidewalk shall be 2 inches below that surface so installed sod will be level with that surface.
- E. Sod will be laid tightly together, and cut to a uniform edge along hard surfaces and around trees or palms. The sod around trees or palms shall be laid encircling to within 18 inches, or up to the berm surrounding newly installed trees or palms.
- G. Sod shall be watered within one hour of installation and shall be maintained moist.

03.2003 QUALITY ASSURANCE

- A. No sub-par sod, or broken pieces will be accepted, and shall be removed from the site daily.
- B. No yellow sod will be accepted.
- C. Sod shall not be pieced together with scraps that do not have sufficient roots to sustain growth.
- D. Contractor is responsible for his own square foot take-offs to provide 100% sod coverage throughout the scope of the project.
- E. Rejected areas will be removed and replaced immediately, and all sod maintained until final acceptance.

03.2004 CITY REQUESTED SOD INSTALLATION

The City may request the installation of St. Augustine or Bahia sod which shall be installed as above

END OF SECTION
032000

REPLACEMENT & INSTALLATION OF SIDEWALKS
SECTION 032100
PAVEMENT

03.210 MATERIALS

- A. Asphaltic Concrete Type III including Tack Coat
- B. Concrete 3,000 PSI

03.2101 PAVEMENT

- A. Pavement repairs of driveway approaches and section of driveways effective by installation of sidewalks shall be re-installed with one inch (1") of asphalt in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction & Maintenance for Streets & Highways, latest edition.
- B. Concrete repairs may be limited to damage which results as part of construction and elevation changes of the new sidewalk.
- C. The City may request Contractor to repair any existing driveway approaches that are damaged prior to installation of sidewalk.

03.2102 EXECUTION

- A. Contractor shall repair asphalt/concrete driveway approaches where existing approaches are damaged by construction process at Contractor's expense. Contractor shall photograph all existing approaches and sidewalks prior to starting construction or risk repairing at his cost.

03.2103 QUALITY ASSURANCE

- A. Testing and Inspection of Installation
 - 1. The City will inspect the installation. If any asphalt or concrete is found to not be installed adequately, the Contractor will be required to remove and replace promptly. Upon notifications from the contractor, the City will perform a re-inspection. Should additional asphalt be found to be unsatisfactorily installed, and additional inspections are required, these inspections shall be at Contractor's cost, at the discretion of the City.

END OF SECTION
032100

**REPLACEMENT & INSTALLATION OF SIDEWALKS
SECTION 032200
TREES**

03.2201 MATERIALS

- A. Live Oaks, Mahogany, Crape Myrtle, Silver Buttons shall be graded Florida #1 or better.
- B. Ten to Twelve foot (10' – 12') Oaks shall have a minimum spread of five foot (5') and a caliper of two inches (2").

03.2202 INSTALLATION

- A. Trees shall be installed in a straight line.
- B. Bottom of planting hole shall be scarified to a minimum depth of eight inches (8"), breakthrough and loosen all hardpan (remove if necessary to facilitate drainage).
- C. Set tree level with its original grade or slightly higher no more than 1" to 2".

- D. Backfill planting hole after tree is set with soil consisting of a homogeneous mixture of: 40% sand, 45% peat moss, 15% pine bark and mixed with: 50% with the excavated soil from the planting site.
- E. Tree shall be thoroughly watered in to eliminated any and all air pockets.
- F. A six inch (6") high rim of dirt shall be installed around excavated hole to form a saucer shape, which will hold water around the rootball.
- F. Fertilizer Agriform tablets 20-10-5, six (6) per tree shall be applied during backfilling of hole.
- H. A three (3") layer of mulch shall extend from the outside rim to the saucer to three inches (3") away from the base of the tree.
- I. Tree shall be braced using three (3) 2" x 4" x 8" stakes attached with black rubber hose 1/2" dia. tied with doublestrand 12 gauge galvanize wire.

03.2203 POST MAINTENANCE

- A. Contractor is responsible for all maintenance of the tree during the warranty period of the one-year. This includes but is not limited to: weeding, re-mulching, re-staking, pruning, (if required), retention saucer repair, etc.

END OF SECTION
032200

REPLACEMENT & INSTALLATION OF SIDEWALKS
SECTION 032300
IRRIGATION

03.2301 CONDITONS

- A. Contractor is responsible for identifying any irrigation piping that residents may have either in the swale or along the existing sidewalk. Any irrigation piping, sprinklers or wiring must be replaced and relocated when lines are encroaching into the ROW where new sidewalks are to be installed, to the residents' satisfaction.
- B. Contractor shall identify and document all locations and notify the City's authorize personnel of any existing irrigation systems. Documents will be used by the City's authorize personnel for inspection to verify satisfactory repairs or replacements.

03.2302 INSTALLATION

- A. Any piping that is removed shall be replaced with same diameter PVC. Schedule 40 PVC fittings shall be used.
- B. Sprinklers shall be new four inch (4") or less pop-up head with a maximum spray radius of fifteen (15') feet.

END OF SECTION
03230

REPLACEMENT & INSTALLATION OF SIDEWALKS

**SECTION 032400
FENCING**

03.2401 MATERIALS

- A. Chain link fabric – Shall be, steel No. 9 gauge wire woven, in a two inch diamond (2") mesh, hot dipped galvanized anchor fence with a zinc coating a minimum of 1.2 ounces per square foot complying with ASTM A-392. Weight of zinc coating shall be determined as defined in ASTM Designation A-90.
- B. Posts and Other Appurtenances - All posts and other appurtenances used in the construction of the fence shall be hot dipped galvanized with a minimum of 1.8 ounces per square foot of surface and black or green vinyl coated as noted above. Pipe sections shall conform to the requirements of ASTM Designation A-53. End, line and corner posts shall be two inch (2") O.D. pipe weighing 2.27 lbs. per linear foot.
- C. Railing- All railing inclusive of top, bottom and mid shall be 1-5/8" O.D. pipe weighting 1.43 lbs. per linear foot. Top rail shall be provided with couplings approximately every 20 feet. Couplings are to be outside sleeve type, at least six inches (6") long.
- D. Fittings - All fittings shall be galvanized malleable iron or pressed steel; all bands shall be beveled edged non-climbable type.

03.2402 CONDITONS

- A. Contractor is responsible for identifying any existing fencing that residents may have either in the swale or along the existing sidewalk. Any fencing must be relocated to the City's satisfaction.
- B. Contractor shall identify and document all locations and notify the City's authorize personnel of any existing fences. Documents will be used by the City's authorize personnel for inspection to verify satisfactory re-location.

03.2403 INSTALLATION

- A. Any fencing that is removed shall be replaced with like material or re-located in compliance with applicable codes and regulations. Shall include disposal of existing fencing and restoration that includes sod.
- B. Contractor shall adjust heights of existing fence gates when the sidewalk elevation conflicts with their use.

END OF SECTION
03240

**REPLACEMENT & INSTALLATION OF SIDEWALKS
SECTION 03250
SIGN RELOCATION**

03.2501 CONDITIONS

- A. Contractor is responsible for identifying any existing signs in right-of-way (ROW) that may be in conflict with installation of sidewalk.

03.1502 INSTALLATION

- A. These signs may include but not limited to: bus stop, regulatory or informational signs, stop signs, speed zone signs, etc. Any signs relocated must be pre-

approved by City Engineer. Signs or facility that have electric are not part of this work.

END OF SECTION
03250

**REPLACEMENT & INSTALLATION OF SIDEWALKS
SECTION 03260
PRESSURE CLEANING**

03.2601 CONDITIONS

- A. Brick Pavers or Paver Blocks in area of replacement or installation of sidewalks may require pressure cleaning
- B. Existing concrete sidewalks in area of installation of sidewalks may require pressure cleaning

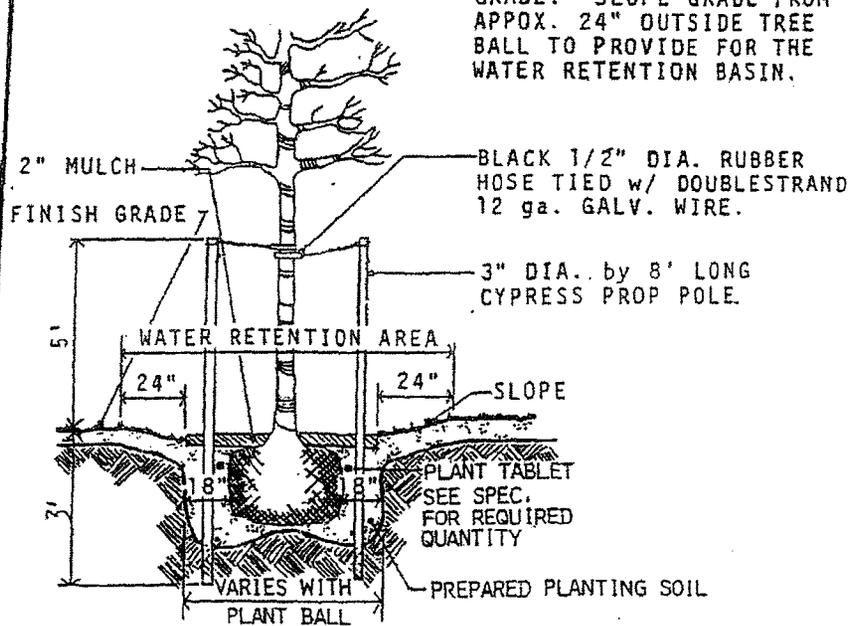
03.2602 INSTALLATION

- A. Pressure clean brick pavers or paver blocks to high quality-new new conditions, with no streaking to remove all dirt, mildew, stains (including oil), gum, tire/location marks, graffiti etc. Any voids to be filled with clean sand.
- B. Pressure clean brick pavers or paver blocks to high quality-new new conditions, with no streaking to remove all dirt, mildew, stains (including oil), gum, tire/location marks, graffiti etc. Any voids to be filled with clean sand. After Hours – 7:00 P.M. to 5:00 A.M. and weekends as per City Engineer request.
- C. Pressure clean concrete sidewalks to high quality-new new conditions, with no streaking to remove all dirt, mildew, stains (including oil), gum, tire/location marks, graffiti etc.
- D. Pressure clean concrete sidewalks to high quality-new new conditions, with no streaking to remove all dirt, mildew, stains (including oil), gum, tire/location marks, graffiti etc. After Hours – 7:00 P.M. to 5:00 A.M. and weekends as per City Engineer request.

Instructions for: 12' trees

NOTE:

TOP OF TREE BALL TO BE SET APPROX. 4" BELOW GRADE. SLOPE GRADE FROM APPROX. 24" OUTSIDE TREE BALL TO PROVIDE FOR THE WATER RETENTION BASIN.



SECTION



PLANTING DETAIL — TREE WITH STAKES

1"-2" CALIPER

BID CHECK LIST

- YES ___ NO ___ 1. Copy of appropriate License and Permits
- YES ___ NO ___ 2. Proof of ability to obtain insurance
- YES ___ NO ___ 3. Bid Submittal Price
- YES ___ NO ___ 4. Bid signed by authorized representative
- YES ___ NO ___ 5. Vendor Representative Contact information
- YES ___ NO ___ 6. References with Phone & Fax Numbers, E-mail Address
- YES ___ NO ___ 7. List of Similar Contracts
- YES ___ NO ___ 8. Bid prepared in duplicate
- YES ___ NO ___ 9. City Occupational License (if applicable)
- YES ___ NO ___ 10. Contractor License
- YES ___ NO ___ 11. Accept VISA Credit Card for payment

The blank spaces in the Bid submittal form must be filled in, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form. A vendor must bid on complete sections of this bid. Sections will not be subdivided for award. Any bid containing a "NO BID" in any portion of a section will not be considered for that section award.

BID FORM

PROJECT: REPLACEMENT & INSTALLATION OF
SIDEWALKS
CITY OF MIAMI GARDENS
ITB #-12-13-034

BID SUBMITTED TO: **1515 NW 167th Street**
Mail to: Bldg. 5 Suite 200
Deliver to: Bldg. 7 suite 440
Miami Gardens, Florida 33169

BID SUBMITTED BY: _____

Phone _____ Fax _____
E-Mail: _____

Items	Price per UOM	Est. Quantity per year	Total
Bonds Projects > \$150,000	\$		
Furnish all materials, labor & equipment to <u>Remove to be saw-cut & Replace 4" thick 3000 PSI min. un-reinforced sidewalk & compact 95% min. (includes restoration-clean fill to avoid gaps) damaged sod replaced at Contractor's expense</u>	\$ Sq. Ft.	196,200	
Furnish all materials, labor & equipment to <u>Remove to be saw-cut & Replace 6" thick 3000 PSI min. un-reinforced sidewalk & compact 95% min. (includes restoration-clean fill to avoid gaps) damaged sod replaced at Contractor's expense</u>	\$ Sq. Ft.	66,600	
Furnish all materials, labor & equipment <u>Install New 4" thick 3000 PSI min. un-reinforced sidewalk & compact 95% min. (includes clearing & grubbing, removal & disposal of dirt, grass etc. & restoration at Contractor's expense) damaged sod replaced at Contractor's expense</u>	\$ Sq. Ft.	75,000	
Furnish all materials, labor & equipment <u>Install New 6" thick 3000 PSI min. un-reinforced sidewalk & compact 95% min. (includes clearing & grubbing, removal & disposal of dirt, grass etc. & restoration at Contractor's expense) damaged sod replaced at Contractor's expense</u>	\$ Sq. Ft.	41,000	
Furnish & Compact Lime Rock to min. 95% to avoid settling. When elevation is too low.	\$ Cubic Yd	7,200	

Fill any gaps between new sidewalk installation and existing elevation. Delivery ticket must be provided for payment			
Furnish all materials, labor & equipment to <u>Remove & Replace concrete Type "D" Curb</u> including drop curb, transitions, & reconstruction of base (includes clearing & grubbing, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense including fill) damaged sod replaced at Contractor's expense	\$	Linear Ft.	4,900
Furnish all materials, labor & equipment to <u>Remove & Replace concrete Type "F" Curb</u> including drop curb, transitions, & reconstruction of base (includes clearing & grubbing, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense including fill) damaged sod replaced at Contractor's expense	\$	Linear Ft.	4,600
Furnish all materials, labor & equipment to <u>Remove & Replace concrete "Valley-gutter"</u> including drop curb, transitions, & reconstruction of base (includes clearing & grubbing, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense including fill) damaged sod replaced at Contractor's expense	\$	Linear Ft.	7,350
Right-of-Way Survey (to establish property lines)	\$	Linear Ft.	66,100
Furnish all materials, labor & equipment to Trim, Tree Root Pruning/Biobarrier (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling) damaged sod replaced at Contractor's expense	\$	Per tree	215
Tree Removal Dia. @ breast hgt.4.5' above grade 0 to 8"	\$	Per tree	10
Cont. 8"+ to 18"	\$	Per tree	10
18"+ to 30"	\$	Per tree	10
30" +	\$	Per tree	10
(includes restoration - clearing & grubbing, removal of debris, excavation & backfilling) damaged sod replaced at Contractor's expense			Sub-TOTAL
Live Oak Fla. #1 10'-12' overall height (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling)	\$	Per tree	15

damaged sod replaced at Contractor's expense			
Mahogany Fla. #1 10'-12' overall height (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling) damaged sod replaced at Contractor's expense	\$	Per tree	10
Crape Myrtle Fla. #1 10'-12' overall height (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling) damaged sod replaced at Contractor's expense	\$	Per tree	10
Curb Cuts (inc. restoration)	\$	Each	3,000
Furnish all materials, labor & equipment to <u>Relocate Chain Link Fence</u> (includes restoration) damaged sod replaced at Contractor's expense	\$	Linear Ft.	2,000
Furnish all materials, labor & equipment to <u>Install New 4' Chain Link Fence, disposal of existing fence</u> (includes restoration) damaged sod replaced at Contractor's expense	\$	Linear Ft.	1,000
Furnish all materials, labor & equipment to construct <u>1.5" Type III Asphaltic Concrete</u> surface including Tack Coat to repair existing driveway approaches. Damaged areas during installation replaced at Contractor's expense	\$	Sq. Ft.	2,600
Furnish all materials, labor & equipment to place Detectable Warning Surface for pedestrian crossings/ <u>cast-in-place type/yellow</u>	\$	Sq. Ft.	450
Furnish all materials, labor & equipment to place Detectable Warning Surface for pedestrian crossings <u>replaceable type/yellow</u>	\$	Sq. Ft.	312
Furnish all materials, labor & equipment to Relocate PVC Lines - 2" diameter	\$	Linear Ft.	640
Furnish all materials, labor & equipment to Install new PVC Lines Sch. 40	\$	Linear Ft.	640
Furnish all materials, labor & equipment to Install new Irrigation Heads (4" pop-up head w/max 15' spray radius)	\$	Each	60
Furnish all materials, labor & equipment to Relocate/reset existing Signs	\$	Each	25
Compaction Test	\$	Each	23
Furnish all materials, labor & equipment to Raise Utilities Access (includes sewer cleanouts, water meters, manholes, water valves)	\$	Each	52

Furnish all materials, labor & equipment to Pressure clean Brick Pavers & Paver Blocks	\$	Sq. Ft.	500	
Furnish all materials, labor & equipment to Pressure clean Brick Pavers & Paver Blocks Nights & Weekends	\$	Sq. Ft.	500	
Furnish all materials, labor & equipment to Pressure clean Concrete Sidewalks	\$	Sq. Ft.	1,000	
Furnish all materials, labor & equipment to Pressure clean Concrete Sidewalks Nights & Weekends	\$	Sq. Ft.	1,000	
Furnish all materials, labor & equipment to install St. Augustine "Floritam" or Bahia sod on areas authorized by City. (includes grading, clearing, grubbing & disposal of material) This item is <u>not</u> for Damaged areas during installation by Contractor	\$	Sq. Ft.	5,000	

The above proposals and each line item includes the total cost to complete the Work detailed for each item including but not limited to materials (i.e. vegetation, concrete, asphalt, etc.), labor, equipment, bonds, etc. indicated in the drawings, specifications, addenda, and any other contract documents.

I. NOTES TO BIDDERS:

1. Bidder shall fill in the entire Bid Form, No spaces are to be left blank.
2. The City reserves the right to utilize any combination of the base proposals, as they so desire to achieve the proper balance between the required improvements, desired improvements, and City's available project budget.
3. The City reserves the right to request per unit/each pricing of materials listed on the bid form for clarification or to purchase additional materials.
4. Contractor shall indicate if willing to accept VISA purchase card as payment Yes No

II. BIDDER'S REPRESENTATION

1. The undersigned BIDDER proposes and agrees, if this Proposal is accepted, to enter into an agreement with CITY to perform and furnish all Work as specified or indicated in the Bid Documents for the Proposed price and within the Bid times indicated in this Proposal and in accordance with the other terms and conditions of the Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation To Bid and General/Special Conditions, including without limitation those dealing with disposition of Proposal

security. This Proposal will remain subject to acceptance for ninety (90) days after the day of Bid opening.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Documents that:

(A) BIDDER has examined and carefully studied the Bid Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

(B) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(C) BIDDER has given CITY'S Purchasing Manager written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Documents and the written resolution thereof by CITY is acceptable to BIDDER, and the Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

(D) This Proposal is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Proposal; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over CITY.

4. BIDDER agrees that the Work: will be substantially complete per schedule within the Documents and completed and ready for final payment in accordance with the Documents within agreed upon, per each task order, in consecutive calendar days.

5. The following documents are attached to and made a condition of this Proposal:

- (A) A tabulation of Subcontractors, Suppliers, if applicable and other persons and organizations required to be identified in this Proposal
- (B) Required CONTRACTOR'S Qualification Statement with support data
- (C) Statement of BIDDER'S experience
- (D) References, Insurance Certificates, Licenses

- (E) Drug Free Work Place
- (F) W-9 Form

6. Communications concerning this Bid shall be addressed to:
 The address of BIDDER indicated below
 The following address:

7. Terms used in this Bid which are defined in the General Conditions
 or Instructions will have the meanings indicated in the General Conditions
 or Instructions

SUBMITTED on _____, 2013

State CONTRACTOR License No. _____
 If BIDDER is:

An Individual

By _____ (SEAL)
 (Individual's Name)

doing business as _____
 Business address _____

Phone & Fax No. P _____ F _____
 E-mail Address: _____

A Partnership

By _____ (SEAL)
 (Firm Name)

_____ (General Partner)
 Business address _____

Phone & Fax No. P _____ F _____
 E-mail Address: _____

A Corporation

By _____ (SEAL)
 (Corporation Name)

_____ (State of Incorporation)
 By _____ (Name of Person Authorized to Sign)

_____ (Title)

(Corporate Seal)

Attest: _____
(Secretary)

Business address _____

Phone & Fax No. P _____ F _____

E-mail Address: _____

Date of Qualifications to do business
is _____

A Joint Venture

By _____
(Name)

By _____ (SEAL)
(Address)

(Name)
(Address)

Phone & Fax number and Address for receipt of official communications

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in manner indicated above)

How did you learn about this solicitation?

Daily Business Review _____

City's Web Site _____

DemandStar _____

Other, please list _____

Bidder acknowledges the receipt of Addenda No.'s: (please list the date received in the square below)

<input type="checkbox"/>									
1	2	3	4	5	6	7	8	9	10

VENDOR SERVICE REPRESENTATIVE INFORMATION

The following individuals are the designated contacts assigned to the City:

REGULAR WORK HOURS:

Name: _____

Address: _____

Telephone: (____) _____

AFTER WORK HOURS, WEEKEND & HOLIDAYS:

Name: _____

Address: _____

Telephone: (____) _____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service from businesses that are not located within the City of Miami Gardens are received by the City 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. 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 such 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 firm complies fully with the above requirements.

Vendor's Signature

PROJECT: SIDEWALK REPLACEMENT & INSTALLATION – ANNUAL
CONTRACT

OWNER: CITY OF MIAMI GARDENS

CONSULTANT:

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of Miami Gardens shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Pam Thompson, CPPO, Procurement Manager, facsimile: (305) 474-1285, e-mail: pthompson@miamigardens-fl.gov.

QUESTIONNAIRE

Proposer's Name: _____

Principal Office Address: _____

Official Representative: _____

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

When Incorporated:

In what State: _____

If Foreign Corporation:

Date of Registration with

Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name

Address

1. _____
2. _____
3. _____

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: _____

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

Yes ()

No ()

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form _____ (have) _____ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

- A. List all pending lawsuits:
- B. List all completed lawsuits:
- C. List all judgments from lawsuits in the last five years:
- D. List any criminal violations and/or convictions of the proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Gardens Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated _____, 20__

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

E-Mail Address: _____

Social Security Number (OR) Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

E-Mail Address: _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

City of Miami Gardens
Procurement Department

The City of Miami Gardens is seeking to use this project as a means to provide employment opportunities to city residents that are currently unemployed.

BIDDERS AFFIDAVIT

NOTE: This Affidavit must be properly executed by the bidder.

Bid No. _____ Date: _____

Bid Title

Company Name

Authorized Representative

Certifies they will in good faith attempt to hire a total of _____ unemployed residents of the City of Miami Gardens to complete the project as specified herein.

Good faith efforts include but are not limited to the following:

- Advertisement in general circulation media

- Contact local agencies specializing in job placements, e.g. Workforce One, South Florida Workforce, Job Corp etc.

Job Corp Contact Information:
Anthony Robinson, Program Director
Miami Job Corps
Robinson.Anthony@jobcorps.org
(305) 620-3104

City of Miami Gardens
Procurement Department

Ordinance 2011-01-243, establishes a program enabling the City to collect relevant data to determine if Minority Business Enterprises that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services.

Contractor Name: _____

Address: _____

Federal ID: _____ Phone: _____

Email: _____

Is the principal owner(s) of the company any of the following?

_____ African American _____ Hispanic _____ Asian _____ Native American

Are Sub-Contracting opportunities available with this contract? _____ Yes _____ No

If yes, insert the sub contractor's information in the chart below.

Company Name, Address, Phone & Email	Type of Ownership BM – African Am HM – Hispanic AM – Asian NM – Native Am.	Trade or Services to be performed

Is your company currently certified as a Minority Business Enterprise? _____ Yes _____ No

If yes, which entity issued the certification? _____

It is hereby certified that the following information is true and accurate account of contacts and responses for sub-contracting opportunities on this contract

Signed _____

Name/Title _____ Date: _____

This form must be submitted with the bid or Proposal

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): Individual/sole proprietor Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____ Exempt payee

Other (see instructions) _____

Address (number, street, and apt. or suite no.) _____ Requester's name and address (optional)

City, state, and ZIP code _____

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

RESOLUTION NO. 2013-164-1960

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID TO METRO EXPRESS INC., AND STRAIGHTLINE ENGINEERING GROUP LLC., FOR SIDEWALK REPLACEMENT; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS, ON AN AS NEEDED BASIS, FOR THIS PURPOSE IN AN AMOUNT NOT TO EXCEED THE ANNUAL ALLOCATED BUDGETED AMOUNT WITH AN OPTION TO AUTOMATICALLY RENEW THE SAME FOR A MAXIMUM OF TWO (2) YEARS, SUBJECT TO AN APPROPRIATION BY THE CITY COUNCIL; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City installs, repairs, replaces sidewalks on a as needed basis,
and

WHEREAS, the City's current contract will expire in August 2013, and

WHEREAS, the City of Miami Gardens, acting as the lead agent for the South East Florida Governmental Cooperative Group, prepared specifications for an annual contract with an option to renew annually, subject to appropriations for a maximum of two (2) years, and

WHEREAS, invitation to bid 12-13-034 was posted on May 1, 2013, and

WHEREAS, six (6) bids were received and publically read, and

WHEREAS, the bids were evaluated for compliance with specifications and the bidders ability to perform the work, and

WHEREAS, the two (2) apparent low bidders are Metro Express Inc., and Straightline Engineering Group, LLC, and

WHEREAS, City staff recommending that the City Council award the bid to the two (2) lowest bidders, and

Resolution No. 2013-164-1960

WHEREAS, the cooperative cities participating in the solicitation with the City are the City of Deerfield Beach, Margate, Coconut Creek, Sunrise, Oakland Park, Dania Beach, Town of Pembroke Pines, Wilton Manors and of North Miami,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby awards a bid to Metro Express Inc., and Straightline Engineering Group, LLC., for sidewalk replacement and authorizes the City Manager to issue purchase orders, on an as needed basis, for this purpose in an amount not to exceed the annual allocated budgeted amount with an option to automatically renew the same for a maximum of two (2) years, subject to an appropriation by the City Council.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JUNE 26, 2013.

OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

SPONSORED BY: DR. DANNY CREW, CITY MANAGER

Moved by: Vice Mayor Davis
Second by: Councilman Harris

VOTE: 4-0

Mayor Oliver Gilbert, III	<u> X </u> (Yes)	_____ (No)
Vice Mayor Lisa Davis	<u> X </u> (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No) (not present)
Councilman David Williams Jr	_____ (Yes)	_____ (No) (not present)
Councilwoman Felicia Robinson	<u> X </u> (Yes)	_____ (No)
Councilman Rodney Harris	<u> X </u> (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No) (not present)

ITB#12-13-034 Sidewalk Replacements & Installation - Annual Contract
 May 23, 2013 @ 2:00 p.m.
 Tabulation

Items	Price per UOM	Est. Quantity	Metro Express Inc.		Straightline Eng.		Roadway Const.		Homestead Concrete	
			Medley, FL		Miami Gardens, FL		Ft. Lauderdale, FL		Homestead, FL	
			UOM	Total	UOM	Total	UOM	Total	UOM	Total
Bonds Projects \$150,000 or						\$1,000.00		\$7,500.00		
Replace 4" Sidewalk	Sq. Ft.	196,200	\$3.48	\$682,776.00	\$4.00	\$784,800.00	\$2.50	\$490,500.00	\$4.67	\$916,254.00
Replace 6" Sidewalk	Sq. Ft.	66,600	\$4.24	\$282,384.00	\$5.00	\$333,000.00	\$3.00	\$199,800.00	\$5.47	\$364,302.00
New 4" Sidewalk	Sq. Ft.	75,000	\$3.48	\$261,000.00	\$3.00	\$225,000.00	\$5.50	\$412,500.00	\$2.99	\$224,250.00
New 6" Sidewalk	Sq. Ft.	41,000	\$4.10	\$168,100.00	\$4.00	\$164,000.00	\$6.50	\$266,500.00	\$3.79	\$155,390.00
Lime Rock	C.Yd.	7,200	\$15.00	\$108,000.00	\$15.00	\$108,000.00	\$23.50	\$169,200.00	\$29.40	\$211,680.00
Curb Type D	L Ft.	4,900	\$11.79	\$57,771.00	\$19.00	\$93,100.00	\$2.50	\$12,250.00	\$10.27	\$50,323.00
Curb Type F	L Ft.	4,600	\$14.96	\$68,816.00	\$21.00	\$96,600.00	\$2.50	\$11,500.00	\$13.40	\$61,640.00
Valley-gutter	L Ft.	7,350	\$10.00	\$73,500.00	\$20.00	\$147,000.00	\$2.50	\$18,375.00	\$10.27	\$75,484.50
R.O.W. Survey (to establish	L. Ft.	66,100	\$0.30	\$19,830.00	\$0.25	\$16,525.00	\$0.25	\$16,525.00	\$0.30	\$19,830.00
Tree Root & Bio	tree	215	\$200.00	\$43,000.00	\$50.00	\$10,750.00	\$250.00	\$53,750.00	\$180.00	\$38,700.00
Tree Remove 0"+ to 8"	tree	10	\$50.00	\$500.00	\$50.00	\$500.00	\$150.00	\$1,500.00	\$180.00	\$1,800.00
8" + to 18"	tree	10	\$200.00	\$2,000.00	\$50.00	\$500.00	\$150.00	\$1,500.00	\$360.00	\$3,600.00
18" + to 30"	tree	10	\$500.00	\$5,000.00	\$100.00	\$1,000.00	\$150.00	\$1,500.00	\$600.00	\$6,000.00
30" +	tree	10	\$1,000.00	\$10,000.00	\$200.00	\$2,000.00	\$300.00	\$3,000.00	\$1,200.00	\$12,000.00
Live Oak Fla. #1 10'-12'	tree	15	\$600.00	\$9,000.00	\$100.00	\$1,500.00	\$750.00	\$11,250.00	\$600.00	\$9,000.00
Mahogany Fla. #1 10'-12'	tree	10	\$600.00	\$6,000.00	\$150.00	\$1,500.00	\$750.00	\$7,500.00	\$840.00	\$8,400.00
Crape Fla. #1 10'-12'	tree	10	\$600.00	\$6,000.00	\$150.00	\$1,500.00	\$750.00	\$7,500.00	\$840.00	\$8,400.00
Curbs Cut	Each	3,000	\$10.00	\$30,000.00	\$1.00	\$3,000.00	\$75.00	\$225,000.00	\$30.00	\$90,000.00
Relocate Fench	L Ft.	2,000	\$12.00	\$24,000.00	\$6.00	\$12,000.00	\$20.00	\$40,000.00	\$27.60	\$55,200.00
Install new Fench	L Ft.	1,000	\$15.00	\$15,000.00	\$14.00	\$14,000.00	\$40.00	\$40,000.00	\$30.00	\$30,000.00
Type III Concrete	Sq. Ft.	2,600	\$2.00	\$5,200.00	\$3.00	\$7,800.00	\$5.00	\$13,000.00	\$2.10	\$5,460.00
Detectable Warn Surf	Sq. Ft.	450	\$25.00	\$11,250.00	\$24.00	\$10,800.00	\$30.00	\$13,500.00	\$26.40	\$11,880.00
Replace detectable	Sq. Ft.	312	\$25.00	\$7,800.00	\$24.00	\$7,488.00	\$30.00	\$9,360.00	\$26.40	\$8,236.80
Relocate 2" PVC lines	L Ft.	640	\$8.00	\$5,120.00	\$4.00	\$2,560.00	\$4.50	\$2,880.00	\$15.60	\$9,984.00
Install 2" PVC lines	L Ft.	640	\$8.00	\$5,120.00	\$4.00	\$2,560.00	\$4.50	\$2,880.00	\$15.60	\$9,984.00
Irrigation Heads	Each	60	\$60.00	\$3,600.00	\$10.00	\$600.00	\$25.00	\$1,500.00	\$72.00	\$4,320.00
Relocate Signs	Each	25	\$200.00	\$5,000.00	\$25.00	\$625.00	\$150.00	\$3,750.00	\$150.00	\$3,750.00
Compaction Test	Each	23	\$50.00	\$1,150.00	\$75.00	\$1,725.00	\$200.00	\$4,600.00	\$210.00	\$4,830.00

Cont.			Metro Express		Straightline Eng.		Roadway Const.		Homestead Concrete		
Bid item	UOM	Qty.	UOM	Total	UOM	Total	UOM	Total	UOM	Total	
Raise Utilities	Each	52	\$200.00	\$10,400.00	\$100.00	\$5,200.00	\$250.00	\$13,000.00	\$240.00	\$12,480.00	
Brick Pavers/Clean	Sq. Ft.	500	\$0.45	\$225.00	\$1.00	\$500.00	\$3.50	\$1,750.00	\$1.26	\$630.00	
Night & weekend pav	Sq. Ft.	500	\$0.50	\$250.00	\$1.00	\$500.00	\$6.50	\$3,250.00	\$3.42	\$1,710.00	
Sidwalks/ Clean	Sq. Ft.	1,000	\$0.50	\$500.00	\$1.00	\$1,000.00	\$3.50	\$3,500.00	\$1.26	\$1,260.00	
Night & weekend side	Sq. Ft.	1,000	\$0.60	\$600.00	\$1.00	\$1,000.00	\$6.50	\$6,500.00	\$3.42	\$3,420.00	
(New) Sod	Sq. Ft.	5,000	\$0.60	\$3,000.00	\$0.55	\$2,750.00	\$5.00	\$25,000.00	\$0.36	\$1,800.00	
Est. Grand Total				\$1,931,892.00		\$2,061,383.00		\$2,094,120.00		\$2,421,998.30	

Roadway Construction withdrew their proposal

This is only a tabulation of prices submitted and is not an indication of award or responsiveness

ITB#12-13-034 Sidewalk Replacements & Installation - Annual Contract

May 23, 2013 @ 2:00 p.m.

Tabulation

Items	Price per UOM	Est Quantity	Construct Group		Hartzell Construction				
			Hialeah Gardens, FL	Total	Pompano Beach, FL	Total			
Bonds Projects \$150,000 or				\$50,000.00		\$4,500.00			
Replace 4" Sidewalk	Sq. Ft.	196,200	\$4.24	\$831,888.00	\$4.00	\$784,800.00			
Replace 6" Sidewalk	Sq. Ft.	66,600	\$5.36	\$356,976.00	\$5.00	\$333,000.00			
New 4" Sidewalk	Sq. Ft.	75,000	\$3.24	\$243,000.00	\$3.00	\$225,000.00			
New 6" Sidewalk	Sq. Ft.	41,000	\$3.76	\$154,160.00	\$3.90	\$159,900.00			
Lime Rock	C.Yd.	7,200	\$45.00	\$324,000.00	\$60.00	\$432,000.00			
Curb Type D	L Ft.	4,900	\$23.00	\$112,700.00	\$38.00	\$186,200.00			
Curb Type F	L Ft.	4,600	\$23.00	\$105,800.00	\$43.00	\$197,800.00			
Valley-gutter	L Ft.	7,350	\$23.00	\$169,050.00	\$43.00	\$316,050.00			
R.O.W. Survey (to establish	L Ft.	66,100	\$1.50	\$99,150.00	\$0.40	\$26,440.00			
Tree Root & Bio	tree	215	\$600.00	\$129,000.00	\$225.00	\$48,375.00			
Tree Remove 0" + to 8"	tree	10	\$100.00	\$1,000.00	\$180.00	\$1,800.00			
8" + to 18"	tree	10	\$200.00	\$2,000.00	\$275.00	\$2,750.00			
18" + to 30"	tree	10	\$400.00	\$4,000.00	\$405.00	\$4,050.00			
30" +	tree	10	\$650.00	\$6,500.00	\$540.00	\$5,400.00			
Live Oak Fla. #1 10'-12'	tree	15	\$500.00	\$7,500.00	\$600.00	\$9,000.00			
Mahogany Fla. #1 10'-12'	tree	10	\$1,250.00	\$12,500.00	\$700.00	\$7,000.00			
Crape Fla. #1 10'-12'	tree	10	\$1,250.00	\$12,500.00	\$600.00	\$6,000.00			
Curbs Cut	Each	3,000	\$200.00	\$600,000.00	\$150.00	\$450,000.00			
Relocate Fench	L Ft.	2,000	\$5.00	\$10,000.00	\$25.00	\$50,000.00			
Install new Fench	L Ft.	1,000	\$9.60	\$9,600.00	\$40.00	\$40,000.00			
Type III Concrete	Sq. Ft.	2,600	\$4.00	\$10,400.00	\$2.35	\$6,110.00			
Detectable Warn Surf	Sq. Ft.	450	\$23.00	\$10,350.00	\$75.00	\$33,750.00			
Replace detectable	Sq. Ft.	312	\$24.80	\$7,737.60	\$80.00	\$24,960.00			
Relocate 2" PVC lines	L Ft.	640	\$7.00	\$4,480.00	\$7.00	\$4,480.00			
Install 2" PVC lines	L Ft.	640	\$7.00	\$4,480.00	\$6.00	\$3,840.00			
Irrigation Heads	Each	80	\$32.00	\$1,920.00	\$6.00	\$360.00			
Relocate Signs	Each	25	\$150.00	\$3,750.00	\$100.00	\$2,500.00			
Compaction Test	Each	23	\$350.00	\$8,050.00	\$273.00	\$6,279.00			

Cont.				Construct Group		Hartzell Construction			
Bid Item	UOM	Qty.	UOM	Total	UOM	Total			
Raise Utilities	Each	52		\$400.00		\$20,800.00	\$850.00	\$44,200.00	
Brick Pavers/Clean	Sq. Ft.	500		\$2.00		\$1,000.00	\$0.25	\$125.00	
Night & weekend pav	Sq. Ft.	500		\$2.00		\$1,000.00	\$0.35	\$175.00	
Sidwalks/ Clean	Sq. Ft.	1,000		\$2.00		\$2,000.00	\$0.25	\$250.00	
Night & weekend side	Sq. Ft.	1,000		\$2.00		\$2,000.00	\$0.35	\$350.00	
(New) Sod	Sq. Ft.	5,000		\$1.00		\$5,000.00	\$0.60	\$3,000.00	
Est. Grand Total						\$3,274,291.60		\$3,415,944.00	

This is only a tabulation of prices submitted and is not an indication of award or responsiveness

Exhibit B

STRAIGHTLINE ENGINEERING GROUP

PROPOSAL

10/27/2015

7070

CITY OF POMPANO BEACH
1201 NE 5TH AVE
POMPANO BEACH, FL 33060

CITY OF POMPANO BEACH
1201 NE 5TH AVE
POMPANO BEACH, FL 33060

PROPOSED SIDEWALK FOR SW 30 AVENUE			
CONCRETE SIDEWALKS CONSTRUCTION	11,500	4.00	46,000.00
CONCRETE F CURB	560	21.00	11,760.00
ADA RAMPS	288	24.00	6,912.00
LIMEROCK	100	15.00	1,500.00
RAISE WATER METER BOXES	4	100.00	400.00
SOD	3,000	0.55	1,650.00
CONCRETE CURB CUTS	1,000	1.00	1,000.00

CITY TO PROVIDE SURVEY, ELEVATIONS, BACK OF
SIDEWALK AND CURBS, RELOCATION OF UTILITIES ,TREE
REMOVAL
EXCLUSION:
SURVEYS
TREE REMOVAL
MANHOLE ADJUSTMENTS
UTILITIES CONFLICTS

\$69,222.00

STRAIGHTLINE ENGINEERING GROUP, INC.
RICKY DIAZ

COMPANY NAME:
APPROVED BY & DATE:

PRINT NAME & TITLE:

PHONE: 954-445-8574
PO BOX 546512
SURFSIDE, FL 33154



Ex. Sidewalk McNab Road
Crosswalk

This product has been compiled from various source data. However, this product is for reference only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. The City of Pompano Beach assumes no responsibility for any use of the information contained herein or any loss resulting there from.

**Proposed Sidewalk for
SW 30 Avenue**



CITY OF POMPANO BEACH		
BROWARD COUNTY, FLORIDA		
ENGINEERING DIVISION		
Proposed Sidewalk for		
SW 30 Avenue		
Drawn By: TCW	Date: 08/22/15	Checked By: JS
Date: 08/22/15		

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/15

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

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

PRODUCER
Univista Insurance/Westchester
6711 SW 40st
Miami, FL 33155
Phone (305) 507-9608 Fax (305) 507-9600

CONTACT NAME:
PHONE (A/C No. Ext): (305) 507-9608 FAX (A/C No.): (786) 409-7452
E-MAIL ADDRESS: yfernandez@univistainsurance.com

INSURED
Straightline Engineering Group, LLC
15223 NW 33 PL
Miami Garden, FL 33054

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: COLONY SPECIALTY	
INSURER B: INTEGON PREFERRED INSURANCE COMPANY	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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

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

FORM LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (Y/N/D)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	101 GL 0029525-00	08/18/2015	08/18/2016	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		2003275060	08/12/2015	08/12/2016	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CONTRACTORS
CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED FOR GENERAL LIABILITY ONLY.

APPROVED RISK MANAGEMENT
ON: 10/29/15
BY: JRM

CERTIFICATE HOLDER
City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach, Florida 33060

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05) QF

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Meeting Date: 11/10/2015

Agenda Item 7

Consent Ordinance Resolution Consideration Workshop

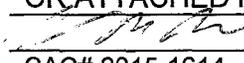
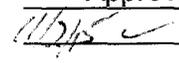
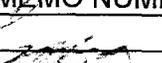
SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING CONVEYANCE OF REAL PROPERTY FROM 300 E ATLANTIC COFFEE LLC TO THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

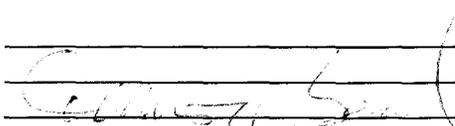
The applicant has obtained site plan approval for the property located at 300 E Atlantic Blvd (PZ Number: 14-12000050, Folio: 494201020010). As a condition of approval, the applicant is required to dedicate the west five (5) feet of the property for right-of-way for SE 3rd Avenue in order to meet code requirements. Included herein are the deed and the appropriate exhibits for said right-of-way dedication.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: 300 E ATLANTIC COFFEE LLC
- (2) Primary staff contact: Scott Reale/ Robin Bird Ext. 4667
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Dev. Services	09/04/2015	Approval	
City Attorney	09/14/2015		CAC# 2015-1614 

Advisory Board
 Public Works Administrator
 City Manager 



ACTION TAKEN BY COMMISSION:

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



RECEIVED
PLANNING/ZONING

2015 SEP 16 AM 9:31

CITY OF POMPANO BEACH

City Attorney's Communication #2015-1614
September 14, 2015

TO: Scott Reale, AICP, Planner
FROM: Mark E. Berman, City Attorney
RE: Resolution – Right-of-Way Dedication / 300 E. Atlantic Blvd.

As requested in your memorandum of September 4, 2015, Department of Development Services Memorandum #15-472, the following form of resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING CONVEYANCE OF REAL PROPERTY FROM 300 E ATLANTIC COFFEE LLC TO THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

Prior to submitting the resolution to the City Commission, the address for the city must be filled in on the Quit Claim Deed.


MARK E. BERMAN

/jrm
l:cor/dev-srv/2015-1614

Attachment

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF POMPANO BEACH, FLORIDA, ACCEPTING
CONVEYANCE OF REAL PROPERTY FROM 300 E ATLANTIC
COFFEE LLC TO THE CITY OF POMPANO BEACH;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, 300 E Atlantic Coffee LLC is willing to convey to the City of Pompano Beach certain real property via Quit Claim Deed; and

WHEREAS, the City Commission has determined that the best interests of the public will be served by accepting and acquiring the rights being conveyed by the Quit Claim Deed; now, therefore,

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

SECTION 1. That the City of Pompano Beach accepts the conveyance of real property from 300 E Atlantic Coffee LLC dated September 3, 2015, a copy of which is attached hereto and incorporated by reference as if set forth in full.

SECTION 2. That it is the determination of the City Commission of the City of Pompano Beach, Florida, that the acquisition of the aforesaid property is for a public purpose, to wit: future right-of-way.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Prepared By and Return To:
BEATRIZ M. CAPOTE, ESQ.
CAPOTE & CAPOTE, P.A.
1111 Brickell Avenue, Suite 2200
Miami, Florida 33131

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 3rd day September, 2015, by **300 E ATLANTIC COFFEE, LLC**, a Florida limited liability company ("Grantor"), whose address is 550 S. Federal Highway, Dania, FL 33004, to **CITY OF POMPANO BEACH**, a municipal corporation ("Grantee"), whose address is 100 W. ATLANTIC BLVD., Pompano Beach, FL 33060.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

SEE **EXHIBIT "A"** ATTACHED HERETO AND MADE A PART HEREOF.

The above described land is hereby deeded to the City of Pompano Beach for road right-of-way purposes with a reverter to the grantor, its successors and assigns, in the event of non-use or the abandonment of said land for road right-of way purposes.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Lacresha Ruffin
Print Name: Lacresha Ruffin

300 E ATLANTIC COFFEE, LLC, a
Florida limited liability company

By: *Michael Koroghlian*
MICHAEL KOROGHLIAN, Manager

Wendolyn Palmer
Print Name: Wendolyn Palmer

STATE OF FLORIDA

COUNTY OF BROWARD

This instrument was acknowledged before me this 3rd day of September, 2015 by MICHAEL KOROGHLIAN, as Manager of 300 E ATLANTIC COFFEE, LLC, a Florida limited liability company, who is personally known to me or who produced FIDL KL24-543-75-007-0 as identification.

My commission expires:

Lacresha Ruffin
Notary Public
Print Name: Lacresha Ruffin

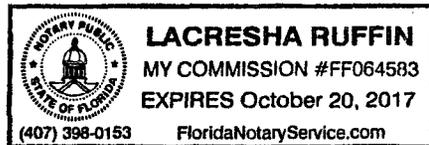
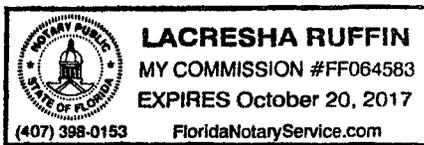


Exhibit A



SKETCH AND LEGAL DESCRIPTION

BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



LEGAL DESCRIPTION:

A PORTION LOTS 3, 4, 5, 6, 7, 8, AND 9, "RUSTIC BRIDGE PARK", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 96, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 01°00'26" WEST ON THE WEST LINE OF SAID LOTS 3, 4, 5, 6, 7 AND 8, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SOUTHEAST 3RD AVENUE (RUSTIC BRIDGE BOULEVARD) 140.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST ATLANTIC BOULEVARD (STATE ROAD NO. 814) AS RECORDED IN OFFICIAL RECORDS BOOK 15052, PAGE 0183, OF SAID PUBLIC RECORDS; THENCE NORTH 82°37'43" EAST ON SAID SOUTHERLY RIGHT-OF-WAY LINE 5.03 FEET; THENCE SOUTH 01°00'26" EAST ON A LINE LYING 5.00 FEET OF AND PARALLEL WITH THE SAID WEST LINE OF LOTS 3, 4, 5, 6, 7, 8 AND 9 AND SAID EAST RIGHT-OF-WAY LINE 143.35 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 9; THENCE NORTH 61°51'22" WEST ON SAID SOUTHERLY LINE 5.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 708 SQUARE FEET (0.0163 ACRES), MORE OR LESS.

NOTES:

- 1) BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF SE 3rd AVENUE (RUSTIC BRIDGE BOULEVARD) BEING N01°00'26"W.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FILE: THOMAS ENGINEERING GROUP

SCALE: N/A

DRAWN: L.S.

ORDER NO.: 59706

DATE: 8/27/15

5' RIGHT-OF-WAY DEDICATION

POMPANO BEACH, BROWARD COUNTY, FLORIDA

FOR: DUNKIN DONUTS 300 E ATLANTIC BLVD

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
 BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136



SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.

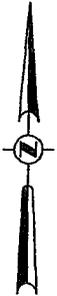
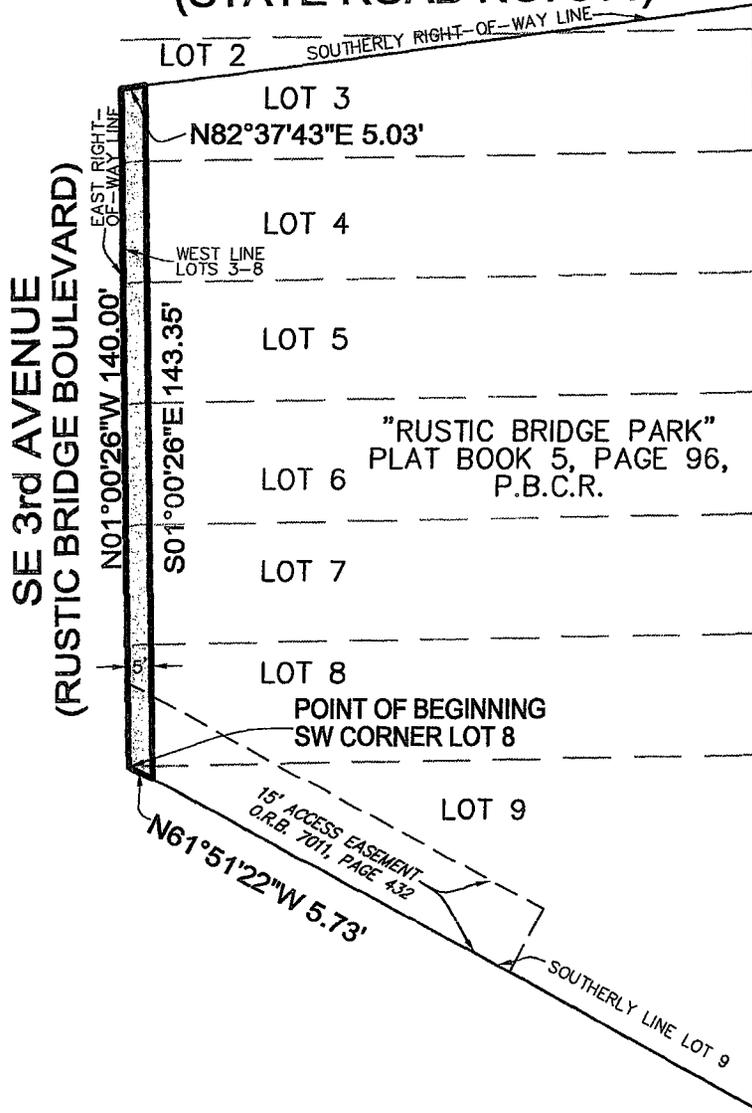
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**EAST ATLANTIC BOULEVARD
(STATE ROAD NO. 814)**



FILE: THOMAS ENGINEERING GROUP

SCALE: 1"=40'

DRAWN: L.S.

ORDER NO.: 59706

DATE: 8/27/15

5' RIGHT-OF-WAY DEDICATION

POMPAO BEACH, BROWARD COUNTY, FLORIDA

FOR: DUNKIN DONUTS 300 E ATLANTIC BLVD

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

LEGEND:

O.R.B. OFFICIAL RECORDS BOOK

P.B.C.R. PALM BEACH COUNTY RECORDS

DEVELOPMENT ORDER
(14 -12000050)

A DEVELOPMENT ORDER ISSUED BY THE CHAIRMAN OF THE DEVELOPMENT REVIEW COMMITTEE, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, PURSANT TO SECTION 155.2407, CODE OF ORDINANCES; APPROVING THE APPLICATION FOR THE DEVELOPMENT PERMIT FOR SITE IMPROVEMENTS ON THE PROPERTY LOCATED AT 300 E ATLANTIC BLVD.

WHEREAS, Section 155.2407, Code of Ordinances, defines the project referenced above as a Minor Review;

WHEREAS, the application for development permit complies with the applicable standards and minimum requirements of this code;

WHEREAS, a copy of the final site plan is attached hereto as Exhibit "A" and is incorporated herein by reference as if set forth in full.

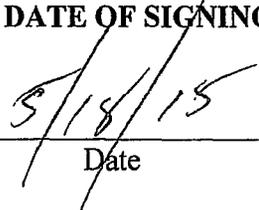
The Application for Development Permit is hereby approved by the Development Services Director as Chairman of the Development Review Committee subject to the following DRC comments from the meeting of February 19, 2015:

1. Signage shall be reviewed under separate permit.
2. Relocate dumpster and dumpster enclosure outside of the 15' access easement.
3. Dedicate right-of-way to 30' to centerline and provide a sidewalk along SE 3rd Avenue.
4. Provide 10' wide vehicular perimeter landscape strip on east side.
5. Provide a Type B buffer detail showing trees, hedges, and fence or wall.
6. Provide an alternate large canopy tree species to pigeon plums in rear parking area.
7. Change silver buttonwoods inside parking area on the northwest corner to medium and large canopy trees respectively.

EXPIRATION DATE IS 24 MONTHS FROM THE DATE OF SIGNING



Robin M. Bird, Development Services Director



Date

Meeting Date: 11/10/2015

Agenda Item 8

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to award Bid L-53-15, Lot Mowing and Related Services for the Code Compliance Unit, to all responsive bidders: All Around Town Properties Inc., The Bannerman Group Inc., Creative Lawn Maintenance LLC, Crodon Inc., Gwen's Landscaping & Lawn Services Inc., IRF Irrigation LLC, Precision Cuts Lawn Care Inc., R & A Woods Enterprises Inc., R & R Honest Man Lawn Service, Seginus Solutions LLC and SKKV Property Maintenance LLC for annual open-end contracts, at an estimated annual cost of \$68,000.

Summary of Purpose and Why:

Bid L-53-15 was issued to establish open-end contracts with multiple vendors for the completion of nuisance abatement work, including lot clearing and debris removal, for the Code Compliance Unit. Bid award is recommended to all responsive bidders as detailed above. The contract period is one year, with (4) four automatic one (1) year renewals. Based on the past nuisance abatement activity it is estimated that annual expenditures from this contract may total \$68,000. The General Services Department conducted outreach to (20) twenty companies with a current Pompano Beach Business Tax Receipt in the landscaping and tree trimming categories to ensure appropriate local firms were aware of this contract opportunity. Six (6) of the recommended awarded bidders are Pompano Beach businesses. City Commission approval of this contract award is requested.

- (1) Origin of request for this action: staff
- (2) Primary staff contact: Mario Sotolongo, Code Compliance Supervisor 954 786-4361
- (3) Expiration of contract, if applicable: see above
- (4) Fiscal impact and source of funding: As needed, from budgeted funds in account 001-9910-599.46-50, General Fund / Non-Departmental / Special Services.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Code Compliance	<u>10/20/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
General Services	<u>10/29/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>11/3/15</u>	<u>approve</u>	<u>[Signature]</u>
Budget	<u>11-3/15</u>	<u>approve</u>	<u>[Signature]</u>

[Signature]
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1 st Reading _____	1 st Reading _____	Results: _____	Results: _____
2 nd Reading _____	_____	_____	_____
_____	_____	_____	_____

MEMORANDUM

Purchasing #16-014
October 28, 2015

To: Dennis W. Beach, City Manager
Through: Otis J. Thomas, General Services Director *OT*
From: Cassandra LeMasurier, Purchasing Supervisor *CL*
Subject: Award Bid L-53-15, Lot Mowing and Related Services for the Code Compliance Unit

Contract Need/Background

Bid L-53-15 was issued to establish multiple contracts for the completion of nuisance abatement work including lot clearing and debris removal. Awarded bidders will be included on a rotating list and will be assigned work as required by Code Compliance. Unit prices for tasks were stated in the solicitation; each job will be priced based on these unit prices and the specific tasks required at each property. The Code Compliance Supervisor recommends that all responsive bidders be awarded contracts from this solicitation.

Attached you will find copies of the bid award recommendation form submitted by Code Compliance, copies of the bid tabulation, and bid solicitation document.

Notice List

The notice list was created by using companies awarded the prior contract for this service, companies that have responded to prior bids and companies that have requested their names be placed on the notice list.

Number of firms responding with complete bids 11

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. Bid notices were also sent to all registered bidders via email. The bid was also posted on the City's web page.

Market Research

The General Services Department conducted outreach to (20) twenty companies with a current Pompano Beach Business Tax Receipt in the landscaping and tree trimming categories to ensure appropriate local firms were aware of this contract opportunity.

Funding

During FY2015 the City spent almost \$68,000 with multiple vendors for nuisance abatement services. The total annual value of the new contract is dependent upon the quantity of work required to abate cited nuisances in the future; it is expected this amount will equal current expenditures. Services are paid for from budgeted funds in account 001-9910-599.46-50, General Fund / Non-Departmental / Special Services.

Award Recommendation

After reviewing the responses to this bid with the Code Compliance Unit, it is recommended that one-year contract awards be made to all responsive bidders as indicated on the bid tabulation. The contract period will be one (1) year, with (4) four automatic one (1) year renewals, subject to the terms and conditions contained in the bid specifications. Six (6) of the recommended awarded bidders are Pompano Beach businesses.

Enclosures

cc: file

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Cassandra LeMasurier Date October 14, 2015

To: Code Compliance Unit Department Attn.: Mario Sotolongo

Subject: Bid No. L-53-15 Item/service: Low Mowing & Related Services for Code Compliance

Attached is the Bid Tabulation for subject item/service requisitioned by your department. Please complete this form in order that proper presentation and recommendations may be made to the City Commission for its approval, as appropriate. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt.

This form must be accompanied by a memorandum explaining the item/service to be purchased, what it will be used for, stating that it is either a replacement or an additional item, and any other pertinent information which might be requested by the City Commission. This memo should also contain a detailed justification if you are rejecting a low bidder (see below).

1. SOURCE OF FUNDS:

Budgeted Code: 001-9910-599.46-50

Title: Repairs and Maintenance – Special Services

2. RECOMMENDATION:

(a) Which bidder do you recommend?

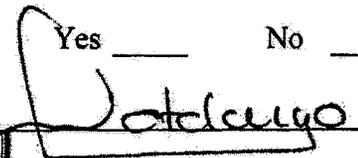
All responsive bidders to be included on the rotating list.

(b) Is the recommended bid the lowest bid received? n/a, pricing set by City
Yes No

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes No Not applicable for this bid

Signature:  Date: 10/27/2015

Title: Code Compliance Supervisor
(Department Head)

CITY OF POMPANO BEACH RESPONSES

BID L-53-15

LOT MOWING AND RELATED SERVICES FOR CODE COMPLIANCE UNIT

OCTOBER 13, 2015 AT 2:00PM (LOCAL)

<u>Company Responding:</u>	<u>Address</u>	<u>City, State, Zip</u>
ALL AROUND TOWN PROPERTIES, INC	605 W 27TH STREET	HIALEAH, FL 33010
THE BANNERMAN GROUP, INC.	6600 NW 27TH AVENUE	MIAMI, FL 33147
CREATIVE LAWN MAINTENANCE LLC	2900 NW 6TH COURT	POMPANO BEACH, FL 33069
CRODON, INC.	11767 S DIXIE HIGHWAY #429	MIAMI, FL 33156
GWEN'S LANDSCAPING & LAWN SERVICES, INC.	2945 W BROWARD BOULEVARD	FORT LAUDERDALE, FL 33312
IRF IRRIGATION LLC	2331 N STATE ROAD 7 #203	LAUDERHILL, FL 33313
PRECISION CUTS LAWN CARE, INC.	2637 E ATLANTIC BOULEVARD #140	POMPANO BEACH, FL 33062
R&A WOODS ENTERPRISES, INC.	331 NE 25TH STREET	POMPANO BEACH, FL 33064
R&R HONEST MAN LAWN SERVICE	150 NE 19TH STREET	POMPANO BEACH, FL 33060
SEGINUS SOLUTIONS, LLC	2600 NW 15TH AVENUE	POMPANO BEACH, FL 33064
SKKV PROPERTY MAINTENANCE LLC	760 NW 17TH COURT	POMPANO BEACH, FL 33030

LS



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

September 11, 2015

The City of Pompano Beach is currently soliciting bids to establish agreements for lot mowing and related services as needed for the Code Compliance Unit. **Sealed bids will be received until 2:00 p.m. (local), October 13, 2015**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Pre-Bid Conference

There will be a pre-bid conference to review the specifications and bid forms and answer questions from potential bidders on **September 29, 2015 beginning at 10:00 a.m.** in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, 33060. Attendance at this meeting is not mandatory to bid, but is **highly recommended**. During this meeting Code Compliance will explain the procedures, and their performance expectations.

B. Intent

The intent of this bid solicitation is to establish multiple contracts for the completion of Nuisance Abatement work, including but not limited to lot mowing, clearing and debris removal as required. These services shall be performed at specific vacant, abandoned, or occupied properties, as designated by the Code Compliance Unit in order to correct violations of Chapter 96 of the City Code of Ordinances.

Chapter 96 states that if it is determined by the City that a public nuisance exists on private property, and the property owner does not remove the condition(s) causing the nuisance, the City shall have the condition(s) corrected at the owner's expense.

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

C. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials and execution of the service contract.

The contract shall be automatically renewed for four (4) additional one-year periods unless the City or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Quantities

No warranty or guarantee is given or implied as to the total value of work to be assigned. Work will be ordered as needed.

E. Rotating List / Eligibility

The intent of this solicitation is to establish a list of multiple qualified vendors to be assigned work on a rotating basis.

In order to be eligible to be included on the rotating list a firm must submit a complete response to this solicitation and submit it to Purchasing by the deadline stated in this document, and have a current business tax receipt as required to perform work in the City of Pompano Beach, and have a current working automatic fax and/or email to receive work orders, and provide the required proof of insurance, and complete the work as assigned with fewer than three call-backs.

Insurance must be continuously in force during the contract term; replacement certificates must be provided to the City before the expiration date of the current certificate or your firm will be removed from the rotating list.

A firm will be removed from the rotating list for failure to complete the work as assigned, requiring a call back to correct deficiencies, three or more times. Firms previously eliminated from this program due to negligent, or poor performance will not be considered.

F. Proposal for Work

When work is deemed to be necessary on a property, the Code Compliance Unit will prepare a "Proposal for Work" for that property. This proposal shall be based on the required work measured and valuated according to the measurements and pricing provided for on the "Proposal Acceptance Form".

Once created, the Code Compliance Unit will forward the Proposal for Work to the next eligible vendor on the rotating list. That vendor will have twenty-four (24) hours to contact and schedule an initial inspection with the Code Compliance Unit. During the initial inspection the Code Compliance Unit will detail all work being required on the property upon acceptance of the proposal. At the conclusion of this inspection the vendor will have the opportunity to either accept or reject the required work at the proposed price.

Should the next eligible vendor reject a proposal made by the Code Compliance Unit, or fail to schedule an initial inspection within the allotted time, that vendor will be moved to the end of the rotation, and the Proposal for Work shall be issued to the next eligible vendor. Should the same vendor refuse three (3) or more proposals, that vendor shall be removed from the rotating list.

In an instance where every eligible vendor refuses the same Proposal for Work, the Code Compliance Unit shall retract, reevaluate and reissue a new proposal to the next eligible vendor.

Code Compliance reserves the right to group lots in close geographical proximity as one work order.

G. Completion

After acceptance of a Proposal for Work, the Code Compliance Unit will schedule a start date and time with the accepting vendor. All work orders are to be completed as soon after the start date as is reasonable possible. At no time and for no reason shall a work order be outstanding for greater than seven (7) calendar days. The Code Compliance Unit shall be contacted immediately upon completion of all work for a final inspection.

H. Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor is elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

- B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
PUBLIC LIABILITY		
XXXX comprehensive form		
XXXX premises - operations	Bodily Injury.....\$100,000.	\$300,000.
_____ explosion & collapse hazard	Property Damage .....\$100,000.	\$300,000.
_____ underground hazard	-- or --	
XXXX products (if items are sold)	Bodily Injury and	
XXXX contractual insurance	Property Damage	
_____ liquor legal (if items are sold)	Combined.....\$300,000.	\$300,000.
XXXX independent contractors		
_____ Personal injury	Personal Injury.....\$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person).....	\$100,000.	
XXXX	comprehensive form	Bodily Injury (each accident)	\$300,000.	\$300,000.
XXXX	owned	Property Damage.....	\$100,000.	\$300,000.
XXXX	Hired	-- or -- Bodily Injury and		
XXXX	Non-owned	Property Damage combined	\$300,000.	\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

I. Cancellation of Project

The City reserves the right to cancel any project at any time, if the contractor has not initiated any performance of that project. Contractor must call the Code Compliance Inspector at (954) 786-4361 at least one working day before commencing any work.

J. Contact

The contractor is to contact the Code Compliance Unit at the start of a job, and immediately after its completion. Code Compliance will inspect the lot within three (3) working days after notification from the contractor that the job has been completed. The Code Compliance Inspector will notify the contractor if the work is not acceptable; in the event the Inspector deems the work has not been satisfactorily completed, the contractor shall perform the necessary tasks to satisfactorily complete the project within 48 hours of notice from the Inspector (this is considered a call back). The contractor is to be available by telephone between the hours of 8:00 am and 5:00 p.m., Monday through Friday.

K. Detail Specifications

1. General

- a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.

- b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.

2. Work Procedures

- a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
- b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
- c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right to require off site disposal, such as in the case of a property containing an occupied structure.
- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to

neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.

- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.
- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical

to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.

- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

L. Proposal Pricing

Prices listed on the Proposal Acceptance Form will be firm for the entire contract period. Agreement to participate in this program requires agreement to all service pricing listed.

Square footage to be cleared shall be based on the lot size, as provided by the Broward County Property Appraiser's records. Areas occupied by structures and/or other areas which cannot or will not be cleared as part of the abatement will be subtracted from the square footage.

Tree trimming shall be based on the square footage of a tree's canopy. Vendor will be required to clear all tree overgrowth and underbrush up to 10 feet in height.

Tree removal shall be based on the linear foot price multiplied by the circumference measured at four and a half feet (4 1/2') above grade.

Cubic yardage of litter and hard trash to be removed shall be based on an estimate made by the Code Compliance Unit during initial violation citation. There shall be a room for error of ± 2 cubic yards on all cubic yardage estimates made by the Code Compliance Unit. Cubic yardage on final invoices will only be adjusted if the cubic yardage should fall outside of these parameters. Adjustments shall be based on measurements taken and/or approved by the Code Compliance Unit upon final inspection.

It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.

M. Special Bid Requirements

The Code Compliance Unit shall "bid out" any property requiring a service which is not specifically accounted for on the Proposal Acceptance Form. All eligible vendors will be forwarded the specifications of the work being requested to be bid on. Vendors will have forty-eight (48) hours to respond to a Special Bid Request to be eligible for award. Vendors will only bid on the work specifically identified in the Special Bid Request.

The Code Compliance Unit will accept the lowest bidder and forward to that vendor the Request for Work, which will include the remaining work required, for acceptance. Should the lowest bidder refuse the Request for Work, all requested work will be forwarded to the next lowest bidder on the Special Bid Request. Special Bid Requests shall not affect the order of the rotating list.

In the event that a proposal which is received on a special bid request should exceed five hundred dollars (\$500.00), the Code Compliance Unit will first receive authorization from the City Manager, or his designee, prior to issuing an approval and start date.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

O. Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

P. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

Q. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

R. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.cityofpompanobeachfl.gov

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

S. Questions and Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

T. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's service contract form, attached to this bid as Exhibit 1.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
 Purchasing Division
 1190 N.E. 3rd Avenue, Building C
 Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions

are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect,

and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

- 24. **Reservation for Rejections and Award**
The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
- 25. **Interpretations**
Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
- 26. **Failure to Respond**
If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.
- 27. **Bid Tabulations**
Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
- 28. **Assignment**
Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
- 29. **Termination for Convenience of City**
Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such

notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

- 30. **Public Entity Crimes**
In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 31. **Governing Procedures**
This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.
- 32. **Identical Tie Bids**
In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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 bids 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 of any State, for a violation occurring in the workplace no later than five (5) days after such 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.

33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

37. Costs Incurred by Bidders

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.

38. Public Records

1) Any material submitted in response to this solicitation will become a public document pursuant to Section

payment discount in space provided on Proposal form.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

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The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

SECTION III - PROPOSAL

IMPORTANT!!!

**BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3**

Lot mowing, edging, and collect litter/trash/debris:	\$ <u>0.015</u> /s.f.
Hedge cutting and trimming:	\$ <u>0.30</u> /c.f.
Removal of dense overgrowth:	\$ <u>0.15</u> /s.f.
Tree trimming up to 10 feet:	\$ <u>0.15</u> /s.f.
Palm tree trimming, trees between 10 and 25 feet:	\$ <u>25.00</u> /each
Palm tree trimming between 25 and 40 ft.:	\$ <u>60.00</u> /each
Tree removal, to be multiplied by circumference of the tree:	\$ <u>10.00</u> /l.f.
Stump grinding	\$ <u>150.00</u> /each
Debris pick up (over 2 cubic yards):	\$ <u>10.00</u> /c.y.
Leveling off of fill or similar material:	\$ <u>20.00</u> /c.y.

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___ Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program ___ No _____

Bidder Name _____

Name & address of company submitting bid:

.....
.....
..... Zip:

Federal Employer Identification #:

Business Tax Receipt (B.T.R.) #:

B.T.R. Issued By:
(submit a copy of the B.T.R. with your bid)

Does your company have a Broward County Tree Trimmers License? yes no

Tree Trimmers License #: Expires:
(submit a copy of the License with your bid)

Telephone number:

"Fax" number:

Email:

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer:

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed):

Title of signer:

**STATEMENT OF NO RESPONSE
BID: L-53-15, LOT MOWING AND RELATED SERVICES**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE/TITLE: _____

DATE: _____

EXHIBIT 1.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide _____ services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be _____, 20____. Contractor shall commence _____ services for the City and continue operation through _____, 20____.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the contract shall be automatically renewed for four (4) additional one-year periods unless the City or the Contractor shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$ _____ per month or a Fixed Fee of \$ _____.*

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on _____.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: _____

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

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

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

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

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 City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this

Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

Bidder Name _____

_____ By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Bidder Name _____

*** This Contract may not be in an amount greater than \$25,000.00.**

“CONTRACTOR”

Witnesses:

(Print name of company)

By: _____

Print Name: _____

Title: _____

Business License No. _____

(Print or Type Name)

(Print or Type Name)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of _____, A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Meeting Date: November 10, 2015

Agenda Item 9

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: Approval of budget adjustments to align the budgets and eliminate negative variances in Fiscal Year 2015.

Summary of Purpose and Why:

The City is required to present budget to actual performance for financial reporting purposes for its General fund . Negative variances within these functions would be in violation of budgetary level controls by the City. Florida Statute allows the governing board to align the budgets for these line item expenditures within Sixty (60) days from fiscal year end to eliminate these variances.

Attached is an explanation of the items being considered for adjustments and the impact on the funds.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Budget Office
- (2) Primary staff contact: Ernesto Reyes, Assistant to the City Manager for Budget and Strategic Planning Ext. 4049
- (3) Expiration of contract, if applicable: NA
- (4) Fiscal impact and source of funding: Funding comes from appropriated FY 2015 funds, the budget Adjustment needed is \$ 1,135,195

DEPARTMENTAL COORDINATION

Budget Office
Finance

DATE
11/2/15
11/2/15

DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER

[Signature]
[Signature]

City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____



FINANCE DEPARTMENT
Memo No. 15-96

DATE: October 30, 2015

TO: Dennis Beach, City Manager

VIA: Ernesto Reyes, Assistant to the City Manager

FROM: Andrew Jean-Pierre, Controller *AS*

SUBJECT: Budget adjustment for FY2015

A budget is an estimate of anticipated expenditures and revenues. The Finance Department in conjunction with the Budget Department has reviewed the current estimates and has found a need to transfer budgeted amounts within certain fund expenditures for the end of the fiscal year ending 2015. This will also provide administration a realistic view of the City's financial position and improve the ability of a department to review and compare past performance.

Below is a summary of the adjustments and the impact on the funds.

General Fund

Preliminary results for FY 2015 show the City's General Fund will exceed its projection for revenues by \$2,590,993 for the electric franchise tax, county occupational licenses and various revenues received from the State of Florida. Also several of the City's expenditure line items were under expended by \$334,633. The result of this activity has created a favorable variance for the City of \$2,925,626.

Management is requesting your approval to use a portion of this variance to adjust the below line items which were either over expended or did not meet the City's revenue projection.

- \$110,115 which is primarily to cover accrued leave due to employee retirement.
- \$371,336 to cover overtime expenses associated with Fire Operations due to: Continued staffing gap which exists at the Battalion Chief level position, six firefighter positions that remained vacant for about six months, and several on-the-job injuries as well as long-term illness situations.
- \$149,208 to cover various expenditures in the repair and maintenance account for City buildings. For example two Emergency Generators were needed to replace those dedicated for City Hall and Chiller Building. Also replaced Split Air Conditioning unit relating to the City Attorney suite.
- \$299,104 to transfer funds to the Golf Fund to cover the revenue deficit due to fewer golf rounds played locally/nationally and course conditions were not at the level they needed to be to attract new golfers to Pompano or keep the golfers we had.
- \$205,432 to transfer funds to the Golf Fund to cover additional utility costs due to the Pines course being very immature when it comes to turf density and coverage. Additionally the City is in the middle of a very severe drought. According to the Pompano

Air Park weather station, the City experienced a record hot summer and a shortfall when it comes to rain. The City is currently 16 inches below normal.

Total adjustment is \$1,135,195. There will be no impact to the General Fund due to the favorable variances which are outlined above. See Exhibit A for the line item detail on the accounts that would be adjusted.

On behalf of Finance and the Budget department, we respectfully request your approval of the suggested line item adjustments.

Exhibit A

General Fund - Favorable Variances			
<u>Department</u>	<u>Line Item Description</u>	<u>Amount</u>	<u>Explanation</u>
Non-Departmental	Rentals and leases	\$ 286,130	Total costs came in under budget
Non-Departmental	Working capital reserve	\$ 48,503	Total costs came in under budget
State Revenues	State Revenue Sharing	\$ 418,449	Recognize greater than anticipated revenues
State Revenues	Half Cent Sales Tax	\$ 515,546	Recognize greater than anticipated revenues
County Revenues	County Occupational Licenses	\$ 156,678	Recognize greater than anticipated revenues
Permit, fees and special assessments	Electric Franchise Tax	\$ 1,500,320	Recognize greater than anticipated revenues
	General Fund Total	\$ 2,925,626	
General Fund Unfavorable Variances			
General Fund			
City Attorney Department	Paid vacation leave	\$ (34,059)	Cover accrued leave due to employee retirement
City Attorney Department	Paid sick leave	\$ (76,056)	Cover accrued leave due to employee retirement
Fire - Operations	Overtime	\$ (371,336)	Cover overtime expenses associated with Fire Operations due to: Continued staffing gap which exists at the Battalion Chief level position, six firefighter positions that remained vacant for about six months, and several on-the-job injuries as well as long-term illness situations.
Public Works - Building Maintenance	Repair & Maintenance	\$ (149,208)	Cover various expenditures in the repair and maintenance account for City buildings. For example two Emergency Generators were needed to replace those dedicated for City Hall and Chiller Building. Also replaced Split Air Conditioning unit relating to the City Attorney suite.
Golf Fund	Transfer to Golf Fund	\$ (205,432)	To cover expenses associated with water and sewer account. The Pines course is very immature when it comes to turf density and coverage. We are also in the middle of a very severe drought. According to the Pompano Air Park weather station, we experienced a record hot summer and a shortfall when it comes to rain. We are currently 16 inches below normal.
Golf Fund	Transfer to Golf Fund	\$ (299,104)	Cover the revenue deficit due to fewer golf rounds played locally/nationally and course conditions were not at the level they needed to be to attract new golfers to Pompano or keep the golfers we had.
	General Fund Total	\$ (1,135,195)	
	Net Positive (negative) variance	\$ 1,790,431	

#9



CITY OF POMPANO BEACH
BUDGET ADJUSTMENT

ORIGINATING DEPT.

Finance

DATE

9/30/2015

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
Paid vacation term employe	001	10	40	510	15	40			34,059		
Paid Sick leave Term employe	001	10	40	510	15	50			76,056		
Overtime	001	22	10	522	14	10			371,336		
Repair & maintenance	001	30	60	530	46	10			149,208		
Transfer to Gdffund	001	99	10	599	91	15			504,536		
Electric Franchise tax	001	00	00	323	10	00			894,186		
State Revenue sharing	001	00	00	335	12	00			110,000		
Half cent sales tax	001	00	00	335	18	00			131,009		
* USE WHOLE DOLLARS ONLY								TOTAL			

REASON

Fiscal year 2015 budget adjustment based upon actual revenues & expenditures

J. Sibble 11/4/15
Department Head Date

- Adjustment is within total budget of department - Yes _____ No
- Adjustment requires only City Manager approval - Yes _____ No
- Adjustment requires City Commission approval - Yes No _____

Adjustment approved at City Commission Meeting of _____

J. Sibble 11/4/15 Finance Director Date	Budget Office Date	City Manager Date	AUDITED BY AS 11/2/15	INPUT BY	CONTROL NO.
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Meeting Date: November 10, 2015

Agenda Item 10

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: Approval of budget adjustment to appropriate and rollover funding totaling \$1,796,995 from Fiscal Year 2015 to Fiscal Year 2016 for capital outlay and operating expenditures.

Summary of Purpose and Why:

The annual budget adoption resolutions authorize staff to fund all purchases that have been ordered by a valid purchase order document, but not yet received by the close of the fiscal year. In those cases, the financial system, via the purchase order document, will encumber and roll forward the required budget into the new fiscal year to pay for the item upon its receipt.

In some cases, however, bids have not been awarded and funding has not been encumbered via a purchase order. For these items, the budget must be re-appropriated in the new year because a financial system encumbrance did not exist on the date at which new purchases were forbidden to be entered into the financial system.

Attached is an explanation of the items being considered for appropriation.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Budget Office
- (2) Primary staff contact: Ernesto Reyes, Assistant to the City Manager for Budget and Strategic Planning Ext. 4049
- (3) Expiration of contract, if applicable: NA
- (4) Fiscal impact and source of funding: Funding comes from prior year appropriations; if not re-appropriated, the funds would fall to fund balance or retained earnings.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL HEAD SIGNATURE
<u>Budget Office</u>	<u>11/3/15</u>	<u>[Signature]</u>
<u>Finance</u>	<u>11/3/15</u>	<u>[Signature]</u>

City Manager [Signature] [Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading <u> </u>	1st Reading <u> </u>	Results: <u> </u>	Results: <u> </u>
2nd Reading <u> </u>	<u> </u>	<u> </u>	<u> </u>

**ERNESTO REYES, Assistant to the City Manager for
Budget and Strategic Planning**

100 W. Atlantic Boulevard
Pompano Beach, FL 33060
Phone: (954) 786-4049
Fax: (954) 786-4504



MEMORANDUM

DATE: November 3, 2015
TO: Dennis W. Beach, City Manager
FROM: Ernesto Reyes, Assistant to the City Manager for Budget and Strategic Planning
SUBJECT: FY 2016 Rollover Requests

Every year departments usually have capital or operational items that need to be rolled over into the new fiscal year. The funds to be rolled over are associated with items that were approved in the preceding year's budget. The reason the funds need to be rolled over is that the expenditures were not fully spent or encumbered by September 30, 2015.

Attached is a spreadsheet that identifies each rollover request. The requests in nature are to purchase capital equipment or finish projects that began last fiscal year, but will not be completed until the new fiscal year. Other requests for carrying forward funds are to pay for expenses that are budgeted on a calendar year basis.

Below you will find a summary of all requested rollovers and appropriations detailed by fund and division. Please note that the funds to be rolled over will be taken to the Commission for consideration.

General Fund - \$536,623

***Public Communications* [\$15,177]**

- a) \$13,927 - To cover Code Red Emergency Notification System.
- b) \$1,250 - To cover travel for Beneath the Sea Trade Show in Secaucus, NJ.

***City Clerk* [\$23,110]**

- a) \$1,110 - To cover tuition for staff member.
- b) \$22,000 - To acquire a centralized storage warehouse for the City's official records.

***Finance* [\$356]**

- a) To cover the Continuing Professional Education requirements for three staff members which cover a two year period and are taken at various stages during that two year term.

Budget [\$49,888]

- a) \$43,021 - To fund FAU training.
- b) \$3,614 - To cover travel expenses for staff.
- c) \$2,893 - To cover Sun Sentinel advertising costs for budget notices.
- d) \$360 - To cover costs of (40) binders for adopted budget books.

Development Services [\$197,115]

- a) \$6,798 – At the March 10, 2015 City Commission hearing, staff was directed to study NE 48th/49th Street in regards to its designation as a Broward County Trafficway. Staff has undertaken the study and has prepared an application to delete the roadway from the Trafficway Plan. The proposed application to remove NE 48th/49th Street from the Broward County Trafficways Plan was recommended at the September 23, 2015 Planning and Zoning Board meeting. The costs associated with this rollover will cover the application fees.
- b) \$99,805 – Powerline Road – The contract for this project was delayed at the request of the City Manager. A meeting is scheduled with the City Manager to discuss award of the contract.
- c) \$60,000 – Affordable Housing – Project delayed because RFP was pulled and re-advertised. A selection committee has ranked the proposals.
- d) \$30,512 – Land Use Plan Amendment for the Atlantic Boulevard Over District LAC. Work has commenced on this project; however, the professional services contract was under \$25,000. Additional funding will be needed for the public approval phase of the contract. Funds will also be needed to cover the \$13,000 in Broward County application fees.

Fire [\$58,000]

- a) To cover rent for warehouse.

Public Works [\$112,523]

- a) \$16,804 – This funding is for the beach cleaning (Beach Raker) operation. A few months ago, we were inundated with seaweed and needed to put additional efforts to resolve, which caused additional monies to be spent. The rollover funds in the Sanitation Division will be used to pay the September Beach Raker invoice.
- b) \$88,474 – To rollover the funding to purchase a replacement boat. The City went out for bid for a new boat, however, the responses were less than accommodating. We are now going to put out an RFP for the boat purchase and since this process will take time, we need to rollover the funds in the Sanitation Division.
- c) \$7,245 – To cover costs for two (2) saws and a sprayer trailer in the Streets Division.

Non-Departmental/General Administration [\$80,454]

- a) Children in the Arts – [\$3,916] Unspent funds from the previous fiscal year, as well as donations that were received, but not appropriated, will be rolled over and recognized for FY16.
- b) Areawide Council on Aging – [\$18,056] Unspent funds from previous fiscal year and recognized for FY16.
- c) Family Central – [7,750] Unspent funds from previous fiscal year and recognized for FY16.
- d) Saint Laurence Chapel Day Shelter – [\$732] Unspent funds from previous fiscal year and recognized for FY16.
- e) Community Reconstruction Housing – [\$50,000] Unspent funds from the previous fiscal year for agreement effective September 1, 2015, but not yet invoiced.

Capital Project Fund – \$720,268

- a) *Art in Public Places* – Funding is being rolled over to fund existing approved projects that have not been completed.

Utility Fund – \$401,435

- a) Water Treatment Plant - \$17,008 – To purchase an additional service truck.
- b) Water Treatment Plant - \$25,000 – To purchase a total organic content instrument.
- c) Water Treatment Plant - \$128,053 – To purchase four (4) flow meters.
- d) Water Treatment Plant - \$45,950 – To purchase a concentrate flow meter and cost of installation.
- e) Reuse Water Treatment Plant - \$60,898 – To purchase plant flow meters.
- f) Reuse Water Treatment Plant - \$4,200 – To offset costs of flow meters and installation.
- g) Reuse Administration - \$62,124 – To fund reuse installations-Oasis Reuse Program.
- h) Wastewater Pumping - \$7,750 – To fund completion of Boom Truck reconditioning.
- i) Wastewater Pumping - \$50,452 – For procurement of the Emergency Bypass Pump.

Air Park Fund – \$40,321

- a) \$3,146 - To fund a property appraisal to determine fair market land rental rate in support of a lease the Air Park must establish with the FAA for land utilized by existing water wells.
- b) \$18,375 – To fund additional costs associated with security enhancements that were delayed due to weather and waiting for FAA input in regards to camera placement and gate pin pad. The entrance door card reader/licensing tie-in to City’s AMAG Symmetry access control system (\$6,300), curbing of gate pin-pad (\$2,500), and widening, paving/resurfacing of the gated entrances (\$5,000), heavy duty gate operator (\$4,575) were not completed in FY15.
- c) \$18,800 – To cover Air Park participation amount for FDOT grant to install airfield pavement markings, surface painted signs, and rejuvenation per FAA/FDOT compliance mandates. (Total project amount \$4,200) The project was unable to begin in FY15 due to delays at the FDOT. Also, the Air Park participation amount for FAA/FDOT grant to develop a Wildlife Hazard Assessment and Management Plan per FAA/FDOT compliance mandates. (Total participation amount \$14,600).

Health Insurance Fund – \$25,098

- a) These funds were received and deposited in the beginning of September 2015, as it relates to the Affordable Care Act rebate to employees for those covered and effected members in 2014. This rebate will be made in the next few months. In accordance with previous instructions from Finance, for other similar refunds, these funds were deposited into account 505-5510-596.45-10 Insurance/Health Insurance Premiums HMO.

Risk Management Fund – \$35,000

- a) Funds were budgeted in the Risk Management account in anticipation of the purchase of an upgrade of the current Risk Management claims management system, RiskMaster. The current RiskMaster program used by the City is approximately 16 years old; is antiquated and we have experienced maintenance and erroneous data file configuration errors as a result of the aged software program. The RiskMaster system is used to tract all claims – property, auto, general liability and worker’s compensation claims, providing reports, database information and other business information and reports on claims payments and analytics.

Vehicle Services Fund – \$38,250

- a) To purchase an additional diesel fuel storage tank to be sited at Fire Station 52 (Palm Aire on SW 27th Avenue).

Total rollovers and additional requests for all funds amount to \$1,796,995.

Attachment

Budget Rollovers From Fiscal Year 2015 to Fiscal Year 2016				
Department	Account	Line Item Description	Amount	Explanation
General Fund				
Public Communications	001-1035-510-46-50	Special Services	\$ 13,927	To cover Code Red Emergency Notification System
Public Communications	001-1035-510-48-50	Marketing Special Events	\$ 1,250	To cover travel for Beneath the Sea Trade Show in Secaucus, NJ
City Clerk	001-1050-510-26-40	Education	\$ 1,110	To cover tuition for staff member
City Clerk	001-1050-510-44-10	Rentals & Leases	\$ 22,000	To cover cost of storage fees for City Records
Finance	001-1310-513-40-10	Travel/Education/Member	\$ 356	Continuing Professional Education courses
Budget	001-1360-513-31-60	Professional Services	\$ 43,021	To fund FAU Training
Budget	001-1360-513-40-10	Travel/Education/Member	\$ 3,614	To cover travel expenses for staff
Budget	001-1360-513-48-10	Advertising	\$ 2,893	To cover Sun Sentinel advertising costs for budget notices
Budget	001-1360-513-51-10	Office Supplies	\$ 360	To cover costs of (40) binders for adopted budget books
Dev. Svcs. - Planning & Zoning	001-1510-515-31-60	Professional Services	\$ 6,798	Application fees for Broward County Trafficways Plan
Dev. Svcs. - Planning & Zoning	001-1510-515-31-60	Professional Services	\$ 99,805	Contract for Powerline Road project
Dev. Svcs. - Planning & Zoning	001-1510-515-31-60	Professional Services	\$ 60,000	Contract for Affordable Housing project
Dev. Svcs. - Planning & Zoning	001-1510-515-31-60	Professional Services	\$ 30,512	Land Use Plan Amendment for Atlantic Blvd. Over District LAC
Fire - Fire Operations	001-2210-522-44-10	Rentals & Leases	\$ 58,000	To cover rent for warehouse
Public Works - Sanitation	001-3020-530-43-50	Disposal Charges	\$ 16,804	Beach Raker services (beach cleaning)
Public Works - Sanitation	001-3020-530-64-40	Light Mach/Equipment	\$ 88,474	To purchase replacement boat
Public Works - Streets	001-3030-530-46-30	Machinery & Equipment	\$ 7,245	Two (2) Saws and a Sprayer Trailer
Non-Departmental	001-9910-599-82-13	Children in the Arts	\$ 3,916	Recognize remaining FY 2015 funds and donations
Non-Departmental	001-9910-599-82-20	Area-wide Council on Aging	\$ 18,056	Recognize remaining FY 2015 4th Quarter funding
Non-Departmental	001-9910-599-82-25	Family Central, Inc.	\$ 7,750	Recognize remaining FY 2015 4th Quarter funding
Non-Departmental	001-9910-599-82-37	Saint Laurence Chapel Day Shelter	\$ 732	Recognize remaining FY 2015 funding
Non-Departmental	001-9910-599-82-39	Community Reconstruction Housing	\$ 50,000	Recognize and rollover balance from FY 2015
Capital Project Fund		General Fund Total	\$ 536,623	
Capital Project	302-0000-599-48-60	Art in Public Places	\$ 720,268	To fund ongoing Public Art projects
Utility Fund				
Utilities - Water Treatment Plant	412-3320-533-64-05	Motor Vehicles	\$ 17,008	To purchase an additional service truck
Utilities - Water Treatment Plant	412-3320-533-64-40	Light/Machinery & Equipment	\$ 25,000	To purchase total organic content instrument
Utilities - Water Treatment Plant	412-3320-533-64-40	Light/Machinery & Equipment	\$ 128,053	To purchase four (4) flow meters
Utilities - Water Treatment Plant	412-3320-533-64-40	Light/Machinery & Equipment	\$ 45,950	To purchase concentrate flow meter and installation cost
Utilities - Reuse Water Treatment Plant	412-3340-533-64-40	Light/Machinery & Equipment	\$ 60,898	To fund a flow meter study
Utilities - Reuse Water Treatment Plant	412-3340-533-64-40	Light/Machinery & Equipment	\$ 4,200	To offset costs of flow meters and installation
Utilities - Reuse Administration	412-3350-533-64-70	Service Connections Reuse	\$ 62,124	To fund plumbers expense for reuse installations - Oasis Reuse Program
Utilities - Wastewater Pumping	412-3510-535-63-00	Improvements Other Than	\$ 7,750	To fund completion of Boom Truck reconditioning
Utilities - Wastewater Pumping	412-3510-535-64-10	Heavy/Machinery & Equipment	\$ 50,452	For procurement of the Emergency Bypass Pump
		Utilities Fund Total	\$ 401,435	
Air Park Fund				
Air Park Operations	462-4610-542-31-60	Professional Services	\$ 3,146	Property appraisal for lease with FAA for land utilized by existing water wells
Air Park Operations	462-4610-542-46-10	Land/Building Improvements	\$ 18,375	To cover additional costs associated with the security enhancements.
Air Park Operations	462-4610-542-46-50	Special Services	\$ 18,800	Participation amount for FDOT grant to meet FAA/FDOT compliance mandates.
		Air Park Fund Total	\$ 40,321	
Health Insurance Fund				
Health Insurance	505-5510-596-45-10	Health Insurance Premium HMO	\$ 25,098	Affordable Care Act rebate to employees covered and effected in 2014
Risk Management Fund				
Risk Management	506-5520-596-52-25	Software Purchases	\$ 35,000	To purchase upgrade for RiskMaster Program currently 16 years old
Vehicle Services				
Motor Pool Operations	507-5720-597-52-10	Fuel	\$ 38,250	To purchase an additional diesel fuel tank to be sited at Fire Station 52
		Total Appropriation	\$ 1,796,995	

Meeting Date: November 10, 2015

Agenda Item: 11

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
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SHORT TITLE A RESOLUTION APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SATISFACTION OF MORTGAGE PERTAINING TO A FIRST TIME HOMEBUYER LOAN GIVEN BY THE CITY OF POMPANO BEACH TO JERRY POWELL AND SHIRLEY POWELL, HUSBAND AND WIFE, PROVIDING AN EFFECTIVE DATE

Summary of Purpose and Why:

This Resolution authorizes execution for reasons of hardship the attached Satisfaction of Mortgage securing \$15,000 in SHIP First Time Homebuyer funds loaned to Jerry and Shirley Powell in 2006. The City will be paid \$2,308.62 to satisfy its lien. The property is under short sale contract for \$34,700.00.

The present First Mortgage holder, Bank of America, has agreed to accept \$27,229.76 in satisfaction of the loan's \$176,922.61 face value. Mr. and Mrs. Powell will not receive any sale proceeds.

- (1) Origin of request for this action: Office of Housing and Urban Improvement
- (2) Primary staff contact: Miriam Carrillo, Director Ext. 4656
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: SHIP Funds in the amount of \$15,000

DEPARTMENTAL COORDINATION

OHUI
City Attorney
Finance

11/13/15
11/2/15

DEPARTMENTAL RECOMMENDATION

Approval
Approval

DEPARTMENTAL HEAD SIGNATURE

[Signature]
S. Sible

[Signature]

City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

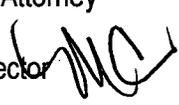
<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>
<u>Workshop</u>		
1 st Reading _____	1 st Reading _____	Results: _____
2 nd Reading _____	_____	Results: _____



**City of Pompano Beach
Office of Housing and Urban Improvement**

Memorandum No. 16-012

MEMORANDUM

DATE: October 22, 2015
TO: Dennis Beach, City Manager
THROUGH: Mark Berman, City Attorney
FROM: Miriam Carrillo, Director 
RE: **Agenda Item - Approval for Short Sale Satisfaction of Mortgage
Jerry Powell -3031 NW 4th Street**

This Resolution authorizes execution for reasons of hardship the attached Satisfaction of Mortgage securing \$15,000 in SHIP First Time Homebuyer funds loaned to Jerry and Shirley Powell in 2006. The City will be paid \$2,308.62 to satisfy its lien. The property is under short sale contract for \$34,700.00.

The present First Mortgage holder, Bank of America, has agreed to accept \$27,229.76 in satisfaction of the loan's \$176,922.61 loan's face value. Mr. and Mrs. Powell will not receive any sale proceeds.

Please present the attached Resolution and Satisfaction of Mortgage to the City Commission on November 10, 2015 for approval.

Thank you.

Attachments: Resolution
Satisfaction of Mortgage
HUD-1
Mortgage Deed

RESOLUTION NO. 2016-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SATISFACTION OF MORTGAGE PERTAINING TO A FIRST TIME HOMEBUYER LOAN GIVEN BY THE CITY OF POMPANO BEACH TO JERRY POWELL AND SHIRLEY POWELL, HUSBAND AND WIFE; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Satisfaction of Mortgage pertaining to a First Time Homebuyer Loan given by the City of Pompano Beach, a copy of which satisfaction is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Satisfaction of Mortgage.

SECTION 3. That Resolution shall become effective upon passage.

PASSED AND ADOPTED this ____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

THIS INSTRUMENT PREPARED BY:

Office of Housing and Urban Improvement
City of Pompano Beach
P. O. Box 1300
Pompano Beach, Florida 33061

SATISFACTION OF MORTGAGE

The **CITY OF POMPANO BEACH**, located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, the undersigned owner and holder of a certain mortgage deed and of the indebtedness secured by it, made by **JERRY POWELL and SHIRLEY POWELL**, husband and wife, of 3031 NW 4th Street, Pompano Beach, Florida 33069, to the **CITY OF POMPANO BEACH** for Fifteen Thousand and 00/100 Dollars (\$15,000.00) dated October 6, 2006 and recorded in Official Records Book 42979, Pages 1996-1999, of the Public Records of Broward County, Florida, the property situate in Broward County, Florida, described as follows, to-wit:

33-48-42 W 50 of E 335 of S 1/5 of SE ¼ of NW ¼ of NW ¼ of SW ¼ LESS S 25 AKA 938 CC

**a/k/a 3031 NW 4th Street
Pompano Beach, Florida, 33069**

does acknowledge by and through its undersigned officials that the above-described indebtedness has been satisfied, and by this instrument does cancel the above-described mortgage and the indebtedness secured by said mortgage.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____

Dennis Beach
CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As to Form:

MARK BERMAN
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Bank of America



Home Loans

Payoff Department, Mail Stop NC4-105-01-40
4161 Piedmont Pkwy
Greensboro, NC 27410-8110

From: Name: THOLT3
To: Name: William Jones
Fax Number: 1-954-671-6367

Number of pages including this cover page: 4
Date and time of transmission: October 16, 2015

IMPORTANT MESSAGE REGARDING PROPERTY LOCATED AT:

3031 Nw 4th St

The following pages contain the requested payoff information and instructions.

In an effort to expedite and more efficiently process your payoff request, please follow the four easy steps below:

1. Write the loan number and borrower's name or property address on the check (ex. XXXX-X, Smith)
2. Place the payoff check on top of any accompanying support documents.
3. Do not staple the actual check to any accompanying support documents.
4. All correspondence and requests for **release documents** should be sent to:

Customer Service
CA6-919-01-41
PO Box 5170
Simi Valley, CA 93062-5170

Do NOT send payoff funds to this address.

If there is an error with this transmission, or it is incomplete, please call 1-800-669-6607 for assistance.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND DESTROY THIS DOCUMENT. THANK YOU.

Bank of America



Home Loans
 Payoff Department, Mail Stop NC4-105-01-40
 4161 Piedmont Pkwy
 Greensboro, NC 27410-8110

PAYOFF STATEMENT

**Good Through Date and/or
 Proposed Closing Date
 November 13, 2015**

Statement Date
 October 14, 2015

Bank of America, N.A.
 Loan No.: **872323486-3**

WILLIAM JONES
 N/A
 N/A
 N/A, FL 99999

Name & Property Address:
 Jerry Powell
 3031 Nw 4th St
 Pompano Beach, FL 33069

Faxed to: 1-954-671-6367

Escrow # X

(CONV)

PAYOFF CALCULATION

Principal Balance as of 11/01/2010	\$108,178.36
Interest from 11/01/2010 to 11/13/2015	34,028.08
County Recording Fee	10.00
Other Amounts Due ²	8,751.00
Additional Fees and Costs ³	1,965.00
Escrow Balance Due	23,990.17
Total Amount Required to Release Lien (As of November 13, 2015)	\$176,922.61

² Other Amounts Due details can be found in the "Other Amounts Due" table below.

³ Additional Fees and Costs details can be found in the "Additional Fees and Costs" table below.

Amended Payoff Statements are sent automatically if the total amount due increases before NOVEMBER 13, 2015.

INTEREST CALCULATIONS

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

Adjustable rate mortgage loans may have more than one interest rate in effect during the period in which this payoff statement applies. Amended payoff statements are sent automatically if the total amount due increases before November 13, 2015.

Daily Interest ¹	From	To	Interest Rate
18.5236	11/01/2015	11/13/2015	6.2500

¹Daily Interest = Principal Balance x Interest Rate ÷ 365

PAYOFF INSTRUCTIONS

Payoff funds must be made payable to **Bank of America, N.A.** and will be accepted by **wire or certified funds only**. They must reference the **Bank of America, N.A. loan number, property address and borrower's name** in the Originator Beneficiary Information (OBI) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due or the return of the funds to the remitter. Certified Funds received after 2:00 p.m. Central Time may be posted the following business day, with the appropriate effective date.

Send Wire Funds to:
 Beneficiary Bank: Bank of America
 ABA Routing #: 0260-0959-3
 Beneficiary Acct Name: MRC
 MRC Account #12356-19173
 Reference: Jerry Powell
 Loan Number: 872323486-3

Mail Certified Funds to:
 Bank of America
 Attention: Payoff Department, Mail Stop TX1-160-06-19
 1950 N Stemmons Fwy, Suite 6020, Dallas InfoMart
 Dallas TX 75207

Please do not send certified funds to the wire funds instructions above as certified funds must be processed in our Payoff Department.

Please call 1-800-669-5833 for updated payoff information within 24 hours of submitting funds.

Bank of America, N.A. is required by law to inform you that it is a debt collector. If you are currently in a bankruptcy proceeding or have received a discharge of the debt referenced above, this notice is for informational purposes only and is not an attempt to collect a debt or demand a payment. If you are represented by an attorney, please provide this notice to your attorney.

See following page for important information.

Bank of America, N.A.
Loan No: 872323486-3

Statement Date:
October 14, 2015

Statement Void After:
November 13, 2015

The following escrow items may be disbursed prior to our receipt of payoff funds:

ESCROW ACCOUNT INFORMATION	Escrow Item	Last Pmt Date	Last Pmt Amt	Next Due Date
	County Tax	11/12/2014	1,003.02	11/01/2015
	Hzd:Allstate Insurance CO	06/26/2015	596.00	07/30/2016
	Hzd:Lender Placed Insurance	01/26/2015	3,493.00	01/23/2016

OTHER AMOUNTS DUE DETAILS TABLE²

Itemized Fee Description	Total by Itemized Fee Description
Attorney/Trustee Fee	3730.00
Property Inspection	450.00
Title Fee	985.00
Sheriff's Fee	70.00
Advertising Cost	850.00
Court Clerk Fee	70.00
Court Cost	750.00
Court Filing Fee	1006.00
Foreclosure Fee-Skip Trace	90.00
Process Server	750.00
Total Other Amounts Due	\$8,751.00

Other Amounts Due Credit Balance - Due to the occasional timing differences between when transactions are posted to your account and when the payoff statement is generated, a credit may appear on your statement. This credit may or may not be due to you as additional transactions may be posted to your account that will offset this credit. Any such overpayment will be refunded within the required 20 days after the loan is paid in full, if applicable.

ADDITIONAL FEES AND COSTS DETAILS TABLE³

Itemized Fee Description	Total by Itemized Fee Description
Foreclosure Cost	715.00
Foreclosure Attorney Fees	1250.00
Total Additional Fees and Costs	\$1,965.00

PAYOFF OVERAGES

If Bank of America, N.A. receives funds greater than the amount required to pay off your loan, we will automatically process the overage within 20 business days after payoff and return the excess amount to you. **If an address change is being submitted on behalf of the borrower, the form must be signed by the borrower for the address change to take effect.**

BANKRUPTCY DISCHARGE

If you have received a discharge of this debt in a bankruptcy, you have no personal obligation to repay this debt. However, the lender may still foreclose on your property if the debt is not paid as required by the loan documents. This payoff statement is provided at your request and for your convenience. This is not an attempt to collect a debt that has been discharged, nor a demand for payment.

HOMESAVER ADVANCE (HSA) NOTES

For borrowers with a HomeSaver (HSA) Note, please refer to these specific disclosures:

- The HSA note is due and payable in full in the event of a sale or transfer of ownership of the property;
- Payoff of the HSA note is not required to release the first-lien mortgage loan; and
- The HSA note must continue to be paid in the event of a refinance.

Bank of America, N.A. Loan No: 872323486-3	Statement Date: October 14, 2015	Statement Void After: November 13, 2015
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IF YOUR LOAN HAS BEEN MODIFIED UNDER THE HAMP PROGRAM:

Please note that certain modification agreements included a "principal reduction" component, which means that the principal balance of the loan may be reduced if it remained in "good standing" (i.e., less than three months delinquent) at all times during the first three years after the date of the modification (or a proportionate amount for each yearly period of good standing). If: (I) your modification agreement included a principal reduction component and (II) you maintained good standing as required under the terms of your modification agreement, your payoff balance has been adjusted to reflect the reduced principal amount you are entitled to. If your payment status changes before the expiration of this payoff statement, and you are no longer in good standing, you will no longer be qualified to receive all of or a portion of the principal reduction amount we have credited you for and your payoff amount will increase. If this occurs, please call us at the number below for an updated payoff figure. After this payoff statement expires, please be sure to request an updated payoff statement. If you have questions, please review the terms of your modification agreement or contact us at 1-800-451-6362.

ADDITIONAL INFORMATION

The payoff amount indicated in this statement is subject to change for various reasons, including but not limited to the following:

- We may not have posted a recently submitted payment; **Note:** Please **do not** place a stop payment on any check.
- A fee may be assessed if a payment is returned unpaid by your financial institution for any reason;
- Additional or anticipated fees and costs may be incurred relating to collection, foreclosure, bankruptcy, or other defaults on your loan;
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to Bank of America, N.A.;
- Late charges may be assessed for delinquent payments received after: 10/16/2015;
- Funds may be deducted from your escrow account to pay taxes, insurance or other escrow items that become due.

Bank of America



Home Loans

TX2-979-01-19
4500 Amon Carter Blvd
Fort Worth, TX 76155

Date:
October 8, 2015

Account No.:
872323486

JERRY POWELL
3749 Pineville School Rd
Bennettsville, SC 29512

Property Address:
3031 NW 4TH ST
POMPANO BEACH, FL 33069

This package includes the next steps to complete your short sale.

Important next steps to complete your short sale

We are pleased to approve the short sale offer submitted to us on the above property. Please read this letter carefully because it includes important information that you need to understand in order to successfully complete the short sale. If you are currently in an active bankruptcy proceeding, please consult with your bankruptcy attorney about how a short sale could affect your bankruptcy case. Please note that any final agreement is contingent upon bankruptcy court approval and may require amendment of your bankruptcy plan.

1. Read thoroughly and make sure you understand all of the conditions of the short sale.
2. Sign and review closing documents outlined in the letter.
3. If you have any questions, call Short Sale Customer Care at 1.800.669.6650

What this means to you

- Bank of America N.A. and/or the investor on your loan and/or any mortgage insurer/guarantor of your mortgage loan, if applicable, approve the short sale of your property. This approval is only for the offer from the buyer referenced in this letter. You must provide a copy of this letter to the escrow and/or title agent who is handling the closing on the property, because we will not issue any additional statements.
- A short sale allows you to sell the property at fair market value, even if it's less than what you owe on the mortgage. When you sell your property for less than what you owe, a deficiency is created. A deficiency is the remaining balance between what you owe on the mortgage loan minus the amount received from the sale and any final payment that you must make before completing the short sale.
- Bank of America N.A. and/or the investor and/or any insurer/guarantor of your mortgage loan, if applicable, will accept less than the amount owed on your current mortgage and release you from any further responsibility for your outstanding mortgage balance
- If any portion of the deficiency is forgiven, you will not be required to repay this amount, and it will not be sold or transferred later to a third-party debt collector or debt buyer for collection.
- As required by law, we will report the forgiven debt to the IRS based on the estimates below. These estimates represent the amount of deficiency debt that will be waived upon completion of the short sale and reported to the IRS for each of the listed loans. This may increase your income taxes and certain tax exemptions might apply. We encourage you to seek the advice of a tax professional. You can also find more information at www.irs.gov.

C3_12488_111914

The estimated amount of debt that will be waived on your Bank of America 1 st lien loan is:	\$80948.60
The estimated amount of debt that will be waived on your Bank of America 2 nd lien loan is:	\$0.00
The estimated total amount of debt that will be waived and reported to the IRS	\$80,948.60

- To the extent permitted by law, we will report the current status of your loan to the major credit reporting agencies. For more information on credit, please visit <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtml>.

Terms and conditions of the short sale approval

Detailed below are the conditions of this approval, along with necessary next steps that you must complete by the stated dates and timeframes. Please read all the information carefully. If you have any questions, please contact your (or have your attorney contact) Customer Relationship Manager at 1.800.669.6650, Monday through Friday 8 a.m. To 5 p.m. Local time.

- The sale and closing must comply with all terms and conditions of the short sale agreement between you and us, as well as all terms and representations that you must provide.
- Any change to the terms and representations contained in this Request for Approval of Short Sale or the sales contract between you and the buyer must be approved by the servicer in writing. The servicer is under no obligation to approve such changes.
- A HUD-1 Settlement Statement, which will be signed by you and the buyer at closing, must be provided to the servicer no later than one business day before the "Closing Date" of 11/16/2015.
- If you are currently in bankruptcy or you file bankruptcy prior to closing, you must obtain any required consent or approval of the bankruptcy court and provide that to Bank of America N.A. no later than three business days before the Closing Date of 11/16/2015.

Closing must take place and the appropriate amount of sales proceeds must be wired and received by 11/16/2015. If funds are not received by 11/16/2015, this approval is void. By this date, we must also receive the final Settlement Statement, all of the other final approved documents, and no less than the full amount of short sale proceeds specified below. If an extension is requested and/or approved, then per diem interest will be charged through the date of actual closing. You may also incur postponement and extension fees, to the extent allowed by applicable law. You will be responsible for any additional costs or fees over the stated approved amounts. Please be advised that any other form of payment of funds will be returned. Payoff funds must be received within 48 business hours of the HUD-1 settlement date.

- This short sale approval is exclusive to the offer from the buyer referenced here: The approved buyer(s) is/are Annie Mamin LLC, and the sales price for the property is \$34700.00.
- Another buyer cannot be substituted without the prior written approval of Bank of America N.A. Furthermore, the buyer may not alter the capacity in which they will take title. For example, a buyer may not enter into a contract to purchase a property and then amend the contract to purchase the property as trustee for a trust or any other legal entity.
- Closing costs have been negotiated and agreed upon with the authorized agent as of 10/08/15.
 - Total Closing Costs not to exceed \$7470.24
 - Maximum commission paid \$2082.00
 - Maximum allowed to the subordinate lien holder \$0.00, subject to \$6,000 maximum.
 - Maximum allowed for Homeowners Association (HOA) liens \$0.00 (if applicable).
 - Maximum allowed for repairs \$0.00 (if applicable).
 - Maximum allowed for termite inspection \$0.00 (if applicable).
 - Maximum allowed for termite repairs \$0.00 (if applicable).
- Please be aware that any additional fees that were not approved on 10/08/15 will not be covered by Bank of

America, N.A. and become the sole responsibility of the agent, the buyer or the seller to pay at closing. The total closing costs approved is \$7470.24.

	1 st Lien Loan Number	2 nd Lien Loan Number
	872323486	
Net Proceeds from Sale	\$27229.76	\$0.00
Cash Contribution	\$0.00	\$0.00
Total Proceeds to Bank of America on HUD	\$27,229.76	\$0.00
Promissory Note	\$0.00	\$0.00

You will not receive any proceeds from this short sale transaction aside from any relocation assistance, if applicable, outlined in this letter,. If there are any remaining escrow funds or refunds, they will not be returned to you; they will be sent to Bank of America N.A. to offset the loss.

- The enclosed Assignment of Unearned Premium Refund form is to be completed and emailed along with the final Settlement Statement. To ensure the privacy and protection of your information, please call us (or have your attorney call us) at 1.800.669.6650, or contact your Bank of America N.A. representative to learn how you can securely email confidential information to us.
- If the seller is entitled to receive any proceeds based on a claim for damage to the property under any policy of insurance, including homeowner's, lender-placed, casualty, fire, flood, etc., or if seller is entitled to receive other miscellaneous proceeds, as that term is defined in the deed of trust/mortgage (which could include Community Development Block Grant Program (CDBG) funds), these proceeds must be disclosed before we will consider the request for short sale. If we receive a check for insurance or miscellaneous proceeds that were not previously disclosed, Bank of America N.A. will have the right to keep the proceeds and apply them toward the outstanding mortgage debt after the short sale. Similarly, we would have the right to claim the proceeds to offset our losses if they were not previously disclosed and were sent directly to the borrower.
- The property is being sold in an "AS IS" condition. No repairs will be made or be paid out of the proceeds, unless otherwise stated.
- The sellers will not receive any proceeds from this short sale transaction. If there are any remaining escrow funds or refunds, they will not be returned to the seller; rather, they will be utilized by Bank of America N.A. toward payment of the outstanding mortgage obligation, as permitted by applicable law. If the Assignment of Unearned Premium Refund form is enclosed, complete and upload it to the short sale processing system along with the final Settlement Statement.
- The enclosed Important Notice to You Regarding Income Tax Reporting is to be completed and uploaded to the short sale processing system along with the final Settlement Statement.
- The escrow and/or title agent handling the closing on the property must send a completed Assignment of Unearned Premium and Important Notice Regarding Income Tax Reporting (enclosed) along with the final Settlement Statement by uploading to short Sale System 72 hours before closing.
- There must not be any liens or claims other than those recognized and accounted for in the HUD-1 approval, on which this approval is based. Prior to releasing any funds to holders of subordinate liens/mortgages, the closing agent must obtain a written commitment from the subordinate lien holder that it will release the borrower from all claims and liability relating to the subordinate lien in exchange for receiving the agreed upon payoff amount. Subordinate lien holders may not require contributions from either the real estate agent or borrower as a condition of releasing the lien and releasing the borrower from personal liability.
- There are to be no transfers of property within 30 days of the closing of this transaction. If the escrow and/or title agent handling the closing is aware of any agreement whereby the buyer is to transfer title or possession of the property to any entity, including the borrower or a third party, the closing agent must

- obtain the prior written approval of Bank of America N.A.
- The deed transferring the mortgaged property to the buyer must contain the following provision: "Grantee herein is prohibited from conveying captioned property for any sales price for a period of 30 days from the date of this deed. After this 30 day period, grantee is further prohibited from conveying the property for a sales price greater than 120% of short sale price until 90 days from the date of this deed. These restrictions shall run with the land and are not personal to the grantee."
 - Bank of America N.A. does not charge the borrower for statement, demand, recording, and reconveyance (release of lien) fees on short payoff transactions. These should not be included in your settlement statement. Bank of America N.A. prepares and records its own release of lien.
 - Bank of America N.A. requires this short sale transaction transferring ownership to the buyer named herein to be immediately recorded in public record within the applicable county where the property is located on the date which the transaction is consummated.
 - If the closing is delayed and the Investor/Insurer agrees to an extension of the original closing date, to the extent permitted by law, the borrower(s)/seller(s) may be responsible for any daily fees through the new date(s) of closing, extension fees and foreclosure sale postponement fees. To the extent permitted by law, the borrower(s)/seller(s) will be responsible for any additional costs or fees over the stated approved amounts.
 - During the short sale process, servicing for this loan may be transferred to a different loan servicer. Servicing refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. We may assign, sell, or transfer the servicing of your loan while the loan is outstanding. You will be given advance notice before a transfer occurs. Depending on the status of the short sale when the servicing of a loan is transferred, the new servicer may not be required to accept the terms and conditions of a short sale.
 - If the terms and conditions of the short sale approval are not met, we will cancel the approval of this offer and continue the foreclosure process as permitted by the mortgage documents.
 - If you are currently in an active bankruptcy proceeding, please consult with your attorney about how a short sale could affect your mortgage and your bankruptcy case. If your bankruptcy plan requires you to submit monthly mortgage payments to a Trustee, please note that all funds received from the Trustee during the short sale review, closing, and court approval process will be applied to the outstanding mortgage obligation pursuant to the terms of your bankruptcy plan. Please also note that any final agreement is contingent upon bankruptcy court approval and may require amendment of your bankruptcy plan.
 - We may terminate this agreement at any time if we have evidence of:
 - Any fraud, misrepresentation, and/or material omission;
 - A material change to the terms of the short sale transaction or a different buyer; or
 - The transaction does not comply with our requirements, policies, or procedures.
 - Fraud Prevention: Bank of America N.A. is committed to taking the strongest action, including criminal referrals, against parties who, by their acts, victimize the selling homeowner, create an increased risk of loss to the bank, compromise federal foreclosure relief programs, or are acting outside their applicable licensing requirements of good, ethical conduct. Any party is encouraged to report any suspicious activity on this transaction to Bank of America's mortgage fraud hotline at mortgagefraudhotline@bankofamerica.com.

We strongly discourage you from sending personal information via email unless it is sent through a secure, encrypted method. Unencrypted emails are at risk of being intercepted or seen by unauthorized parties. In order to learn more about how to send your information to us securely, please call me (or have your attorney call me) to assist you with this process. Please note that Bank of America N.A. will not solicit you to send confidential information to us via email.

By signing below, I hereby acknowledge and agree to the terms stated in this letter agreement and understand that after the short payoff proceeds are applied to my loan balance, I will remain responsible for the unpaid balance, unless agreed otherwise or prohibited by law. I also acknowledge that the status of my loan will be reported to the major credit reporting agencies as "paid in full for less than the full balance.

____ Seller Initials ____ Seller Initials." ____ Seller Initials ____ Seller Initials

Important instructions for the seller and agent

1. Please complete the enclosed Assignment of Unearned Premium and Important Notice Regarding Income Tax Reporting and provide this information to your closing agent.
2. **The closing agent must upload a certified copy of the final estimated settlement statement to the short sale processing system 72 business hours prior to closing. You cannot close without final approval of the closing costs.**
3. Payoff funds must be wired (unless otherwise specified) and must be received **within 48 business hours of the HUD-1 settlement date**, per the instructions below.

Bank of America, N.A.
275 Valencia Avenue
Brea, CA 92823
MRC Acct # 12357-47067
ABA 026-009-593

Reference loan#: 872323486
JERRY POWELL
Property Address: 3031 NW 4TH ST POMPANO BEACH, FL 33069

Please note: Wire transfers must include the loan number, borrower's name and property address. **If the funds cannot be properly identified, they will be returned.**

We will record a lien release once the final transfer of title of the property is completed, if all of the terms and conditions of this approval are met Bank of America, N.A. appreciates all your efforts and cooperation in this matter. If you feel there is additional information you would like to provide, or if you need additional information, please call or have your attorney call your Customer Relationship Manager at 1.800.669.6650. Please continue to work closely with your real estate agent to finalize your short sale.

JUSTIN BROWN 1.800.669.6650
Home Loan Team
Bank of America N.A.

Bank of America, N.A.:

Printed Name of Servicer Representative

Title

Signature of Servicer Representative

Date

Borrower Printed Name

Co-Borrower Printed Name

Borrower Signature

Co-Borrower Signature

Date

Date

Co-Borrower Printed Name

Co-Borrower Printed Name

Co-Borrower Signature

Co-Borrower Signature

Date

Date

Notices of error, requests for information and qualified written requests (QWR, as defined in RESPA) must be sent to:

Bank of America
Attn: Notice of Error & Request for Information
P.O. Box 942019
Simi Valley, CA 93094-2019

Bank of America N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

MILITARY PERSONNEL/SERVICEMEMBERS: If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act (SCRA) and similar state laws provide significant protections and benefits to eligible military service personnel. However, military service and/or SCRA qualification may not necessarily prevent foreclosure. If your loan is in default, a court may authorize foreclosure. If you are having difficulty making your payments, please call us as soon as you can so we can discuss various home retention options. You can reach our Enterprise Military Benefits Unit at 1.877.345.0693. From outside the U.S., please call us at 1.817.245.4094. Both numbers are available 24 hours a day, 7 days a week. Homeowner counseling is also available at agencies such as Military OneSource at militaryonesource.mil or 1.800.342.9647 and Armed Forces Legal Assistance at legalassistance.law.af.mil, and through HUD-approved housing counseling agencies, which you can find at hud.gov/offices/hsg/sfh/hcc/hcs.cfm.

Trabajemos juntos

Hay ayuda disponible para los propietarios de habla hispana que tienen dificultades para pagar. Haremos todo lo posible por encontrar una solución para ayudarlo. Si usted tiene alguna pregunta y prefiere recibir asistencia en español, por favor llame al 1.800.669.6650.

Important Notice to Seller Regarding Income Tax Reporting

To provide you with the total interest you paid on your mortgage and/or reported to the IRS at year-end, Bank of America N.A. will need your new mailing address. Please complete the information below.

872323486
JERRY POWELL

Current Mailing Address:

3749 Pineville School Rd
Bennettsville, SC 29512

New Mailing Address:

Street: _____

City: _____ State: _____ ZIP: _____

Telephone: (_____) _____ - _____

Assignment of unearned premium refund

A short sale was completed on the property: 3031 NW 4TH ST POMPANO BEACH, FL 33069. The transaction closed on _____, ____ 20____.

I/We, the insured, hereby request cancellation of our hazard insurance (e.g. homeowners, flood, hail, windstorm, etc.) effective on the closing date. Please refund the unearned portion of the premium directly to:

Bank of America, N.A.
TX2-979-01-19
4500 Amon Carter Blvd.
Ft Worth, TX 76155
REFERENCE Account No: 872323486

I/We, the insured, hereby relinquish any claim to these funds.

Borrower Signature Date Signed

Co-Borrower Signature Date Signed

Co-Borrower Signature Date Signed

Co-Borrower Signature Date Signed

INSTRUCTIONS

Short Sale Affidavit

The borrower, purchaser, and all parties involved in the transaction must sign and date a Short Sale Affidavit (Form 191) at the time of the closing confirming that the transaction is an arm's-length transaction with all proceeds (net of allowable transaction costs as described in Servicing Guide Announcement SVC-2012-19: Standard Short Sale/HAGA II and Deed-in-Lieu of Foreclosure Requirements) applied to the mortgage loan payoff in full satisfaction of the entire first-lien mortgage debt. An arm's-length transaction is a transaction between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise. The servicer may allow the borrower, purchaser, and all parties involved to sign individually on separate copies of the short sale affidavit. In addition, the servicer must retain the original signed short sale affidavit(s) in the mortgage loan servicing file.

SHORT SALE AFFIDAVIT

Servicer: _____

Servicer Loan Number: _____

Address of Property: _____

Date of Purchase Contract:
____/____/____

Investor: _____

Seller: _____

Buyer: _____

Seller: _____

Buyer: _____

Seller's Agent/Listing Agent:

Buyer's Agent:

Escrow Closing Agent:

Transaction Facilitator (if applicable):

This Short Sale Affidavit ("Affidavit") is given by the Seller(s), Buyer(s), Agent(s), and Facilitator to the Servicer and the Investor of the mortgage loan secured by the Property ("Mortgage") in consideration for the mutual and respective benefits to be derived from the short sale of the Property.

NOW, THEREFORE, the Seller(s), Buyer(s), Agent(s), and Facilitator do hereby represent, warrant and agree under the pains and penalties of perjury, to the best of each signatory's knowledge and belief, as follows:

- (a) The sale of the Property is an "arm's length" transaction, between Seller(s) and Buyer(s) who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- (b) There are no agreements, understandings or contracts between the Seller(s) and Buyer(s) that the Seller(s) will remain in the Property as tenants or later obtain title or ownership of the Property, except that the Sellers(s) are permitted to remain as tenants in the Property for a short term, as is common and customary in the market but no longer than ninety (90) days, in order to facilitate relocation;
- (c) Neither the Sellers(s) nor the Buyer(s) will receive any funds or commissions from the sale of the Property except that the Seller(s) may receive a payment if it is offered by the Servicer, approved by the Investor and, if the payment is made at closing of the short sale of the Property, reflected on the HUD-1 Settlement Statement;
- (d) The Seller's Listing Agent has presented all offers for the purchase of the Property to the Borrower and no offers have been held, concealed or delayed due to action or inaction by any Agent.
- (e) There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Property that have not been disclosed to the Servicer;
- (f) All amounts to be paid to any person or entity, including holders of other liens on the Property, in connection with the short sale have been disclosed to and approved by the Servicer and will be reflected on the HUD-1 Settlement Statement;
- (g) Each signatory understands, agrees and intends that the Servicer and the Investor are relying upon the statements made in this Affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Property;
- (h) A signatory who makes a negligent or intentional misrepresentation agrees to indemnify the Servicer and the Investor for any and all loss resulting from the misrepresentation including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage;
- (i) This Affidavit and all representations, warranties and statements made herein will survive the closing of the

short sale transaction; and

(j) Each signatory understands that a misrepresentation may subject the person making the misrepresentation to civil and/or criminal liability.

¹As of August 1, 2014, this attestation is a mandatory requirement as stated in SVC-2014-09: Updates to Short Sale and Mortgage Release™



IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Seller's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Seller's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Buyer's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Buyer's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Seller's Agent/Listing Agent's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Escrow Closing Agent's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Buyer's Agent's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Transaction Facilitator's Signature (if applicable)) By: _____

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C3_12488_111914

UNIFORM BORROWER ASSISTANCE FORM

If you are experiencing a temporary or long-term hardship and need help, you must complete and submit this form along with other required documentation to be considered for available solutions. On this page, you must disclose information about (1) you and your intentions to either keep or transition out of your home; (2) the property's status; (3) bankruptcy; and (4) your credit counseling agency.

On Page 2, you must disclose information about all of your income, expenses and assets. Page 2 also lists the required income documentation that you must submit in support of your request for assistance. Then on Page 3, you must complete the Hardship Affidavit in which you disclose the nature of your hardship. The Hardship Affidavit informs you of the required documentation that you must submit in support of your hardship claim.

NOTICE: In addition, when you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this Borrower Assistance Form is accurate and truthful and any identified hardship has contributed to your submission of this request for mortgage relief.

REMINDER: The Borrower Response Package you need to return consists of: (1) this completed, signed and dated Borrower Assistance Form; (2) completed and signed IRS Form 4506T-EZ (4506T for self-employed borrowers or borrowers with rental income); (3) required income documentation; and (4) required hardship documentation.

Loan Number 072323486 (usually found on your monthly mortgage statement)
 Servicer's Name BOA

I want to: Keep the Property Vacate the Property Sell the Property Undecided

The property is currently: My Primary Residence A Second Home An Investment Property

The property is currently: Owner Occupied Renter Occupied Vacant

BORROWER

CO-BORROWER

BORROWER'S NAME Jerry Powell

CO-BORROWER'S NAME

SOCIAL SECURITY NUMBER 263-51-8574 DATE OF BIRTH 4-27-1960

SOCIAL SECURITY NUMBER DATE OF BIRTH

HOME PHONE NUMBER WITH AREA CODE 849-479-7229

HOME PHONE NUMBER WITH AREA CODE

CELL OR WORK NUMBER WITH AREA CODE

CELL OR WORK NUMBER WITH AREA CODE

MAILING ADDRESS

3031 NW 4th Pompano Bch FL 33069

PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME)

EMAIL ADDRESS

same

Is the property listed for sale? Yes No
 If yes, what was the listing date? 2-16-15
 If property has been listed for sale, have you received an offer on the property? Yes No
 Date of offer: 2/27/15 Amount of Offer: \$15,700
 Agent's Name: DR BOULTON
 Agent's Phone Number: 954-678-0789
 For Sale by Owner? Yes No

Have you contacted a credit counseling agency for help?
 Yes No
 If yes, please complete the counselor contact information below:
 Counselor's Name: _____
 Agency's Name: _____
 Counselor's Phone Number: _____
 Counselor's Email Address: _____

Do you have condominium or homeowner association (HOA) fees? Yes No

Total monthly amount: \$ _____ Name and address that fees are paid to: _____

Have you filed for bankruptcy? Yes No If yes: Chapter 7 Chapter 11 Chapter 12 Chapter 13

If yes, what is the filing Date: _____ Has your bankruptcy been discharged? Yes No Bankruptcy case number: _____

Is any Borrower an active duty service member? Yes No
 Has any Borrower been deployed away from his/her primary residence or received a Permanent Change of Station order? Yes No
 Is any Borrower the surviving spouse of a deceased service member who was on active duty at the time of death? Yes No

Monthly Household Income	Monthly Household Expenses and Debt Payments	Household Assets associated with the property and/or borrower(s) including retirement funds)
Gross wages	First Mortgage Payment	Checking Accounts
Overtime	Second Mortgage Payment	Checking Accounts
Child Support / Alimony*	Homeowner's Insurance	Savings / Money Market
Non-taxable social security/SSDI	Property Taxes	CDs
Taxable SS benefits or other monthly income from annuities or retirement plans	Credit Cards / Installment Loan(s) (total minimum payment per month)	Stocks / Bonds
Tips, commissions, bonus and self-employed income	Alimony, child support payments	Other Cash on Hand
Rents Received	Car Lease Payments	Other Real Estate (estimated value)
Unemployment Income	HOA/Condo Fees/Property Maintenance	Other
Food Stamp/Welfare	Mortgage Payments on other properties	
Other	Other Fed/ state/ local taxes	
Total (Gross Income)	Total Household Expenses and Debt Payments	Total Assets
\$1410.00	\$604	\$0

Any other liens (mortgage liens, mechanics liens, tax liens, etc.)

Len Holder's Name: Balance and Interest Rate

Loan Number: Len Holder's Phone Number:

Do you earn a salary or hourly wages?
 For each borrower who is a salaried employee or paid by the hour, include paystub(s) reflecting the most recent 30 days' or four weeks' earnings and documentation reflecting year-to-date earnings, if not reported on the paystubs (e.g. signed letter or printout from employer).

Are you self-employed?
 For each borrower who receives self-employed income, include a complete, signed individual federal income tax return and, as applicable, the business tax return; AND either the most recent signed and dated quarterly or year-to-date profit/loss statement that reflects activity for the most recent three months; OR copies of bank statements for the business account for the last two months evidencing continuation of business activity.

Do you have any additional sources of income? Provide for each borrower as applicable:
 Other Earned Income such as bonuses, commissions, housing allowance, tips, or overtime:
 Reliable third-party documentation describing the amount and nature of the income (e.g., paystub, employment contract or printouts documenting tip income).
 Social Security, disability or death benefits, pension, public assistance, or adoption assistance:
 Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider, and
 Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts.
 Rental Income:
 Copy of the most recent filed federal tax return with all schedules, including Schedule E—Supplement Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent you reported reduced by the monthly debt service on the property, if applicable; or
 If rental income is not reported on Schedule E – Supplemental Income and Loss, provide a copy of the current lease agreement with either bank statements or canceled rent checks demonstrating receipt of rent.
 Investment Income:
 Copies of the two most recent investment statements or bank statements supporting receipt of this income.
 Alimony, child support, or separation maintenance payments as qualifying income:
 Copy of divorce decree, separation agreement, or other written legal agreement filed with a court, or court decree that states the amount of the alimony, child support, or separation maintenance payments and the period of time over which the payments will be received, and
 Copies of your two most recent bank statements or other third-party documents showing receipt of payment.

*Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.

HARDSHIP AFFIDAVIT

I am requesting review of my current financial situation to determine whether I qualify for temporary or permanent mortgage loan relief options. Date Hardship Began is: 9-1-2011

I believe that my situation is:
 Short-term (under 6 months) Medium-term (6 – 12 months) Long-term or Permanent Hardship (greater than 12 months)

I am having difficulty making my monthly payment because of reason set forth below:
 (Please check the primary reason and submit required documentation demonstrating your primary hardship)

If Your Hardship is:	Then the Required Hardship Documentation is:
<input type="checkbox"/> Unemployment	<input type="checkbox"/> No hardship documentation required
<input checked="" type="checkbox"/> Reduction in Income: a hardship that has caused a decrease in your income due to circumstances outside your control (e.g., elimination of overtime, reduction in regular working hours, a reduction in base pay)	<input checked="" type="checkbox"/> No hardship documentation required
<input checked="" type="checkbox"/> Increase in Housing Expenses: a hardship that has caused an increase in your housing expenses due to circumstances outside your control	<input checked="" type="checkbox"/> No hardship documentation required
<input type="checkbox"/> Divorce or legal separation; Separation of Borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law	<input type="checkbox"/> Divorce decree signed by the court; OR <input type="checkbox"/> Separation agreement signed by the court; OR <input type="checkbox"/> Current credit report evidencing divorce, separation, or non-occupying borrower has a different address; OR <input type="checkbox"/> Recorded quitclaim deed evidencing that the non-occupying Borrower or co-Borrower has relinquished all rights to the property
<input type="checkbox"/> Death of a borrower or death of either the primary or secondary wage earner in the household	<input type="checkbox"/> Death certificate; OR <input type="checkbox"/> Obituary or newspaper article reporting the death
<input type="checkbox"/> Long-term or permanent disability; Serious illness of a borrower/co-borrower or dependent family member	<input type="checkbox"/> Proof of monthly insurance benefits or government assistance (if applicable); OR <input type="checkbox"/> Written statement or other documentation verifying disability or illness; OR <input type="checkbox"/> Doctor's certificate of illness or disability; OR <input type="checkbox"/> Medical bills None of the above shall require providing detailed medical information.
<input type="checkbox"/> Disaster (natural or man-made) adversely impacting the property or Borrower's place of employment	<input type="checkbox"/> Insurance claim; OR <input type="checkbox"/> Federal Emergency Management Agency grant or Small Business Administration loan; OR <input type="checkbox"/> Borrower or Employer property located in a federally declared disaster area
<input type="checkbox"/> Distant employment transfer / Relocation	For active duty service members: Notice of Permanent Change of Station (PCS) or actual PCS orders. For employment transfers/new employment: <input type="checkbox"/> Copy of signed offer letter or notice from employer showing transfer to a new employment location; OR <input type="checkbox"/> Paystub from new employer In addition to the above, documentation that reflects the amount of any relocation assistance provided, if applicable (not required for those with PCS orders).
<input type="checkbox"/> Business Failure	<input type="checkbox"/> Tax return from the previous year (including all schedules) AND <input type="checkbox"/> Proof of business failure supported by one of the following: <input type="checkbox"/> Bankruptcy filing for the business; OR <input type="checkbox"/> Two months recent bank statements for the business account evidencing cessation of business activity; OR <input type="checkbox"/> Most recent signed and dated quarterly or year-to-date profit and loss statement
<input type="checkbox"/> Other: a hardship that is not covered above	<input type="checkbox"/> Written explanation describing the details of the hardship and relevant documentation

"As Is" Contract For Sale And Purchase

FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR

"As Is"



1* PARTIES: Jerry Powell ("Seller"),
 2* and Annie Mamin LLC ("Buyer"),

3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
 4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

5 I. DESCRIPTION:
 6* (a) Legal description of the Real Property located in Broward County County, Florida: Folio# 484233045690
 7* 33-48-42 W 50 OF E 335 OF S1/5 OF SE1/4 OF NW1/4 OF SW1/4 LESS S 25 AKA 938 CC
 8* (b) Street address, city, zip, of the Property: 3031 NW 4 STREET, POMPANO BEACH FL 33069
 9 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless
 10 specifically excluded below.
 11* Other items included are: AS-IS
 12*
 13* Items of Personal Property (and leased items, if any) excluded are: AS-IS
 14*

15* II. PURCHASE PRICE (U.S. currency): \$ 15,700.00
 16 PAYMENT:
 17* (a) Deposit held in escrow by AFTER APPROVAL ("Escrow Agent") in the amount of (checks subject to clearance) \$ 1,000.00
 18* Escrow Agent's address: _____ Phone: _____
 19* (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date in the amount of. \$ _____
 20* (c) Financing in the amount of ("Loan Amount") see Paragraph IV below \$ _____
 21* (d) Other \$ _____
 22 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
 23* to adjustments or prorations \$ 14,700.00

24 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:
 25 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
 26* before 2/27/2015, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. **Unless other-**
 27 **wise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.**
 28 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
 29 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
 30 acceptance of this offer or, if applicable, the final counteroffer.

31 IV. FINANCING:
 32* (a) This is a cash transaction with no contingencies for financing;
 33* (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase
 34* the Property ("Loan Approval") within _____ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY
 35* ONE): a fixed; an adjustable; or a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to
 36* exceed _____%, and for a term of _____ years. Buyer will make application within _____ days (if blank, then 5 days) after Effective Date.
 37 **BUYER:** Buyer shall use reasonable diligence to: obtain Loan Approval; **notify Seller in writing of receipt of Loan Approval by Loan Approval**
 38 **Date;** satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall
 39 not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and
 40 lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney,
 41 real estate licensee(s), and Closing Agent.
 42 **SELLER:** If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by
 43 delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall
 44 notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.
 45 **DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only):** If Buyer has used reasonable diligence but does not obtain Loan Approval
 46 by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan
 47 Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided how-
 48 ever, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender
 49 fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be
 50 returned to Buyer.
 51* (c) Assumption of existing mortgage (see rider for terms); or
 52* (d) Purchase money note and mortgage to Seller (see "As Is" Standards B and K and riders; addenda; or special clauses for terms).

53* V. TITLE EVIDENCE: At least _____ days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as
 54 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:
 55* (CHECK ONLY ONE): (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
 56* (2) Buyer at Buyer's expense.
 57* (CHECK HERE): If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

58* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on 4/30/2015 ("Closing"), unless
 59 modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be
 60 extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners'
 61* insurance. If such conditions continue more than _____ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

62 **VII. RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey marketable title subject to: comprehensive land use plans, zoning,
63 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise
64 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record
65 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side
66 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see
67* addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for _____

68* **RESIDENTIAL** _____ purpose(s).

69 **VIII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended
70 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to "AS IS" Standard
71 F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable
72 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

73 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed pro-
74 visions of this Contract in conflict with them.

75* **X. ASSIGNABILITY: (CHECK ONLY ONE):** Buyer may assign and thereby be released from any further liability under this Contract; may
76* assign but not be released from liability under this Contract; or may not assign this Contract.

77 **XI. DISCLOSURES:**

78 (a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a
79 Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments,
80* as of Closing, shall be paid as follows: by Seller at closing by Buyer (if left blank, then Seller at Closing). If the amount of any
81 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the
82 last estimate or assessment for the improvement by the public body.

83 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-
84 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
85 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

86 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information
87 regarding mold, Buyer should contact an appropriate professional.

88 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

89 (e) If the Real Property includes pre-1978 residential housing, then a lead-based paint rider is mandatory.

90 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

91 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-
92 TION/COMMUNITY DISCLOSURE.**

93 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT
94 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-
95 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.
96 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

97 **XII. MAXIMUM REPAIR COSTS: DELETED**

98* **XIII. HOME WARRANTY:** Seller Buyer N/A will pay for a home warranty plan issued by _____
99* at a cost not to exceed \$_____.

100* **XIV. INSPECTION PERIOD AND RIGHT TO CANCEL:** (a) Buyer shall have 15 days from Effective Date ("Inspection Period") within
101 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the
102 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage
103 to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract;
104 and (c) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract
105 by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely
106 cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of
107 all further obligations under this Contract, except as provided in this Paragraph XIV. Unless Buyer exercises the right to cancel
108 granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building,
109 environmental, and safety codes, restrictions or requirements and shall be responsible for any and all repairs and improvements
110 required by Buyer's lender.

111 **XV. RIDERS; ADDENDA; SPECIAL CLAUSES:** CHECK those riders which are applicable AND are attached to and made part of this Contract:

112* CONDOMINIUM VA/FHA HOMEOWNERS' ASSN. LEAD-BASED PAINT COASTAL CONSTRUCTION CONTROL LINE

113* INSULATION EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) Other Comprehensive Rider Provisions Addenda

114* Special Clause(s): _____

115* _____

116* _____

117* **SHORT SALE SUBJECT TO 3RD PARTY LENDER APPROVAL**

118* _____

119* _____

120* _____

121* _____

122* _____

123* _____

124* _____

125* _____

126 **XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards):** Buyer and Seller acknowledge receipt of a copy
127 of "AS IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

128
129

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

130
131
132
133
134

THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.
Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK(*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

135* [Signature] 2/19/15 [Signature] 2/27/2015
136 (BUYER) (DATE) (SELLER) (DATE)

137* _____ (DATE) _____ (SELLER) _____ (DATE)
138 (BUYER) (DATE) (SELLER) (DATE)

139* Buyers' address for purposes of notice _____ Sellers' address for purposes of notice _____

140* _____
141* _____ Phone _____ Phone

142 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with
143 this Contract:

144* Name: _____
145 Cooperating Brokers, if any Listing Broker

"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS

147 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer,
 148 an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained
 149 in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopt-
 150 ed by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is
 151 found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the
 152 defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reason-
 153 able period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall
 154 be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable,
 155 use diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the Title
 156 Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt
 157 to examine same in accordance with this "AS IS" Standard.

159 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a
 160 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment
 161 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept
 162 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a
 163 standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage
 164 endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note
 165 and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mort-
 166 gages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the
 167 Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evi-
 168 denced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

169 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certi-
 170 fied by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback
 171 lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

D. WOOD DESTROYING ORGANISMS: DELETED

173 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described
 174 in Paragraph VII hereof and title to the Real Property is insurable in accordance with "AS IS" Standard A without exception for lack of legal right of access.

175 **F. LEASES:** Seller shall at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature
 176 and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each ten-
 177 ant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact ten-
 178 ant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written
 179 notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

180 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement,
 181 claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days imme-
 182 diately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction
 183 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such gen-
 184 eral contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a
 185 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

186 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing
 187 Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

188 **I. TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or nation-
 189 al legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the
 190 next business day. **Time is of the essence in this Contract.**

191 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leas-
 192 es, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

193 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained
 194 from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed,
 195 mortgagee title insurance commitment with related fees, and recording of purchase money mortgage, deed and financing statements shall be paid by Buyer.
 196 Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of closing
 197 statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

198 **L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.
 199 Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be
 200 increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance
 201 rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current
 202 year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's mill-
 203 age is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assess-
 204 ment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing,
 205 which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assess-
 206 ment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into
 207 account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

M. (RESERVED - purposely left blank)**N. INSPECTION AND REPAIR: DELETED**

210 **O. RISK OF LOSS:** If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which
 211 shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and
 212 Closing shall proceed pursuant to the terms of this Contract, and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If
 213 the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s)
 214 thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natu-
 215 ral occurrence shall be the cost of pruning or removal.

216 **P. CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841,
 217 F.S., as amended, the escrow and closing procedure required by this "AS IS" Standard shall be waived. Unless waived as set forth above the following

"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

219 closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2)
 220 if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall
 221 have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon
 222 written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal
 223 Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand
 224 for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of war-
 225 ranties contained in the deed or bill of sale.

226 **Q. ESCROW:** Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit
 227 them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to
 228 clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, con-
 229 tinue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall
 230 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents
 231 a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent
 232 shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with
 233 provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in
 234 any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to
 235 be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable
 236 to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this
 237 Contract or gross negligence of Agent.

238 **R. ATTORNEY'S FEES; COSTS:** In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such liti-
 239 gation, which, for purposes of this "AS IS" Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by
 240 Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

241 **S. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by
 242 Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for
 243 the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller,
 244 at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title mar-
 245 ketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's
 246 deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

247 **T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES:** Neither this Contract nor any notice of it shall be recorded in any public records.
 248 This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and
 249 one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party.
 250 All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this
 251 Contract and any signatures hereon shall be considered for all purposes as an original.

252 **U. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as
 253 appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the
 254 request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

255 **V. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No mod-
 256 ification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

257 **W. SELLER DISCLOSURE:** (1) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or
 258 which have not been disclosed to Buyer; (2) *Seller extends and intends no warranty and makes no representation of any type, either express or implied,*
 259 *as to the physical condition or history of the Property;* (3) *Seller has received no written or verbal notice from any governmental entity or agency as*
 260 *to a currently uncorrected building, environmental or safety code violation;* (4) *Seller has no knowledge of any repairs or improvements made to the*
 261 *Property without compliance with governmental regulation which have not been disclosed to Buyer.*

262 **X. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES:** Seller shall maintain the Property, including,
 263 but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon
 264 reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that
 265 all items of Personal Property are on the Real Property and that the Property has been maintained as required by this "AS IS" Standard. Seller will assign all
 266 assignable repair and treatment contracts and warranties to Buyer at Closing.

267 **Y. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property
 268 under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, includ-
 269 ing the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be
 270 contingent upon, nor extended or delayed by, such Exchange.

271 **Z. BUYER WAIVER OF CLAIMS:** *Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved*
 272 *in the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be subsequently discovered by the*
 273 *Buyer or anyone claiming by, through, under or against the Buyer.*

Addendum to Contract

Property Address: 3031 NW 4 STREET POMPANO BEACH FL 33069

Buyer: Annie Mamin, LLC

Seller: JERRY POWELL

Parties hereby agree to make the following terms and conditions part of the contract:

Purchase Price is \$ 34,700

Hereby agreed and accepted:

Seller: 

Seller: _____

Buyer: 

Initials: AM, JP

A. SETTLEMENT STATEMENT

U. S. Department of Housing and Urban Development

OMB No. 2502-0265 (Exp. 02-28-97)

B. Type of Loan 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins. 6. <input type="checkbox"/> AFD		7. File Number	8. Loan Number	9. Mortgage Insurance Case #
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.				
D. Name and Address of Borrower Annie Mamin LLC		E. Name and Address of Seller Jerry Powell 3031 NW 4 Street Pompano Beach FL 33069		F. Name and Address of Lender
G. Property Location 3031 NW 4 Street Pompano Beach FL 33069			H. Settlement Agent Preliminary	
			Place of Settlement	I. Settlement Date 11/30/2015
J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower			400. Gross Amount Due To Seller	
101. Contract sales price	34,700.00	401. Contract sales price	34,700.00	
102. Personal property		402. Personal property		
103. Settlement charges to borrower (line 1400)	3,145.00	403.		
104. Settlement to the		404.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to		
107. County taxes to		407. County taxes to		
108. Assessments to		408. Assessments to		
109.		409.		
110.		410.		
120. Gross Amount Due From Borrower	37,845.00	420. Gross Amount Due To Seller	34,700.00	
200. Amounts Paid By Or In Behalf Of Borrower			600. Reductions in Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)		
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	3,449.90	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to		
204. Payoff of first mortgage loan		504. Payoff of first mortgage loan	27,205.29	
205. Payoff to 2nd mortgage		505. Payoff of second mortgage loan		
206. Payoff 3rd mortgage City of Pompano	2,308.62	506. Payoff HOA		
207.		507. Relocation Assistance	3,000.00	
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to		
211. County taxes 1/1/15 to 12/31/15	1,044.81	511. County taxes 1/1/14 to 12/31/14	1,044.81	
212. Seller Concession		512. Seller Concession		
213.		513. City Lien		
220. Total Paid By/For Borrower	3,353.43	520. Total Reduction Amount Due Seller	34,700.00	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller		
301. Gross Amount due from Borrower (line 120)	37,845.00	601. Gross amount due to Seller (line 420)	34,700.00	
302. Less amounts Paid by/for Borrower (line 220)	3,353.43	602. Less reductions in amount due Seller (line 520)	34,700.00	
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	34,491.57	603. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Seller	0.00	

Borrower:

Seller:

L. Settlement Charges

		Paid From Borrowers' Funds at Settlement	Paid From Sellers' Funds at Settlement
700.	Total Sales/Broker's Commission based on price:		
	Division of Commission (line 700) as follows:		
701.			
702.			
703.			
704.	Commission to be paid to Real Estate Brokers		2,082.00
800.	Items Payable In Connection With Loan		
801.	Loan Origination Fee %		
802.	Loan Discount %		
803.	Appraisal Fee to Appraisals		
804.	Credit Report		
805.	Inspection Fee		
806.	Mortgage Insurance Application Fee to		
807.			
808.			
809.			
900.	Items Required By Lender To Be Paid In Advance		
901.	Interest from to @\$ / days		
902.	Mortgage Insurance Premium for months to		
903.	Hazard Insurance Premium for 1 years to	1,200.00	
904.	Flood Insurance Premium for years to	500.00	
905.			
1000.	Reserves Deposited With Lender		
1001.	Hazard insurance months @ \$ per month		
1002.	Mortgage insurance months @ \$ per month		
1003.	City property taxes months @ \$ per month		
1004.	County property taxes months @ \$ per month		
1005.	Annual assessments months @ \$ per month		
1006.	Flood Insurance months @ \$ per month		
1100.	Title Charges		
1101.	Settlement or closing fee to Gibraltar Title	995.00	500.00
1102.	Title clearing to		
1103.	Lien review to		
1104.	Title insurance binder to	150.00	
1105.	Document preparation to	125.00	
1106.	Notary fees to	25.00	
1107.	Attorney's fees to Law Offices of Gary M. Singer Esq (includes above items numbers:		
1108.	Title insurance to Olde Republic Title (includes above items numbers:		575.00
1109.	Lender's coverage \$		
1110.	Owner's coverage \$		
1111.	File processing		
1112.	Courier Fee	65.00	
1113.	Wire Fees	50.00	
1200.	Government Recording and Transfer		
1201.	Recording fees: Deed \$35.00 ; Mortgage \$ 0.00 ; Releases \$	35.00	
1202.	City/county tax/stamps: Deed \$ Mortgage \$		242.90
1203.	State tax/stamps:		
1300.	Additional Settlement Charges		
1301.	Estoppel Fee to Gibraltar Title		50.00
1302.	Municipal Lien Search		
1303.	Title Search		
1304.	Open permits resolution		
1400.	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	3,145.00	3,449.90

ANGELA REED-SHEFFIELD

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION CASE NO. 11-28081

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, Plaintiff,

vs.

JERRY POWELL; SHIRLEY POWELL; EARL E. JOHNSON; DEBBIE L. JOHNSON; BROWARD COUNTY, FLORIDA; THE CITY OF POMPANO BEACH, FLORIDA; BANK OF AMERICA, N.A.; UNKNOWN TENANT #1; UNKNOWN TENANT #2, ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEWISEES, GRANTEES, OR OTHER CLAIMANTS; Defendants.

THIS IS NOT AN OFFICIAL COPY 11

FILED FOR RECORD CLERK OF CIRCUIT COURT BROWARD COUNTY, FL 2011 NOV 15 AM 8:48

NOTICE OF LIS PENDENS

TO: THE DEFENDANTS NAMED ABOVE AND ALL OTHERS TO WHOM IT MAY CONCERN:

- 1. YOU ARE HEREBY NOTIFIED of the institution of this action by the Plaintiff against you seeking to foreclose a note and mortgage encumbering the following described real property in Broward County, Florida, in Official Record Book 42979 at Page 1962:

Dated this 11 day of November, 2011.

Robertson, Anschutz & Schneid, P.L.
Attorney for Plaintiff
3010 N. Military Trail, Suite 300
Boca Raton, FL 33431
Telephone: 561-241-6901
Fax: 561-241-9181

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OFFICIAL COPY

JM Jonathan Meisels, Esquire
Florida Bar No. 29235

Michelle Tsirkin
FL Bar No. 70922

11-12870
CMD

13

Prepared by:
Office of County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301

Return recorded document to:
Housing Finance and Community Dev. Div.
110 N.E. 3rd Street, Suite 300
Fort Lauderdale, Florida 33301

SATISFACTION OF MORTGAGE

KNOW ALL BE THESE PRESENTS: That BROWARD COUNTY, 115 South Andrews Avenue, Fort Lauderdale, FL 33301, the owner and holder of a certain mortgage and promissory note executed by Jerry Powell and Shirley A. Powell to BROWARD COUNTY, bearing the date of the 16th day of June, 2006, recorded in Official Records Book 42979, Pages 1979-1995, in the Public Records of Broward County, Florida, securing that certain note in the principal sum of Ten Thousand and 00/100 Dollars (\$10,000.00), and certain promises and obligations set forth in said mortgage, upon the property described as follows, to-wit:

See Attached Legal Description

hereby acknowledges compliance with the terms of the promissory note and satisfaction of the mortgage, including release of any restrictive covenants, if any, and surrenders the same as canceled, and directs the Clerk of the Circuit Court to cancel the same of record.

WITNESS our hands and seals, authorized by Section 27.234 Broward County Administrative Code, this 1 day of February, 2012.

Signed, sealed and delivered:

Jerry Chaves
Witness
Jodi Gardner
Witness

BROWARD COUNTY

Bertha Henry
Bertha Henry
County Administrator

Approved as to form by
Office of County Attorney
Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: Patrice M. Eichen
Patrice M. Eichen
Assistant County Attorney

Date: 1/31/12



(c)

THIS IS NOT AN
OFFICIAL COPY

THIS MORTGAGE DEED

Executed the 6 day of Oct A.D. _____ by

Jerry and Shirley Powell, husband and wife

INSTR # 106531277
 OR BK 42979 Pages 1996 - 1999
 RECORDED 10/20/06 15:14:34
 BROWARD COUNTY COMMISSION
 DOC STMP-M: \$52.50
 INT TAX: f1 \$30.00
 DEPUTY CLERK 2030
 #4, 4 Pages

hereinafter called the mortgagor, to

THE CITY OF POMPANO BEACH, whose post office address
 is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060,

hereinafter called the mortgagee, to:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Broward County, Florida, via:

33-48-42 W 50 OF E 335 OF S1/5 OF SE1/4 OF NW1/4 OF
 NW1/4 OF SW1/4 LESS S 25 AKA 938 CC

a/k/a 3031 NW 4TH STREET Pompano Beach, Florida 33069

This is a **second mortgage** and is inferior to the **first mortgage** in favor of

To Have and to Hold the same, together, with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

Provided Always, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copies or identified, to-wit:

Exhibit of Promissory Note executed on pages 4 and 5



PROMISSORY NOTE



FOR PERMANENT SECOND MORTGAGE

FOR VALUE RECEIVED, the undersigned Borrower(s) jointly and severally promise(s) to pay to the order of the CITY OF POMPANO BEACH, or its successors and assigns (herein called "Lender"), the maximum principal sum of **Fifteen Thousand Dollars (\$15,000.00)** such lesser amount as may be endorsed on this note on behalf of lender, which is a loan in the form of a Permanent Second Mortgage.

This permanent second mortgage is at 0% interest rate. Should the property be sold, refinanced or rented, 100% of the original loan amount becomes due and payable to the SHIP Housing Trust Fund.

THIS NOTE with interest is secured by a Mortgage duly filed for record in Broward County, Florida.

If the Borrower shall default in the payment of a first mortgage on the property which secures this Note, and the mortgage holder commences foreclosure on that first mortgage, the entire balance on this Loan shall become due and payable.

All parties to this Note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor. The Borrower hereby waives, to the extent permitted by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

And shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waster, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the full insurable value in a company or companies acceptable to the mortgagee, the policy or policies to be held by and payable to said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witness Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

WITNESSES

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: JERRY POWELL

[Signature]
Print Name: SHIRLEY POWELL

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on the 6 day of October, 2006 by Jerry Powell who is personally known to me or who has produced Drivers License (type of identification) as identification.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Kenneth Thurston
Print Name
00310298
(Commission Number)

**PROMISSORY NOTE
FOR PERMANENT SECOND MORTGAGE LOAN**

OWNER: Jerry and Shirley Powell

PROPERTY ADDRESS: 3031 NW 4th Street
POMPANO BEACH, FL 33069

PLACE EXECUTED: Broward County

TAX FOLIO NO.: 484233045690 DATE EXECUTED: 10-6-06

\$15,000.00 Maximum

FOR VALUE RECEIVED, the undersigned Borrower(s) jointly and severally promise(s) to pay to the order of the CITY OF POMPANO BEACH, or its successors and assigns (herein called "Lender"), the maximum principal sum of **Fifteen Thousand dollars (\$15,000.00)**, or such lesser amount as may be endorsed on this note on behalf of lender, which is a loan in the form of a Permanent Second Mortgage Loan.

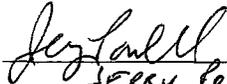
This permanent second mortgage is at 0% interest rate. Should the property be sold, refinanced or rented, 100% of the original loan amount becomes due and payable to the SHIP Housing Trust Fund.

THIS NOTE is secured by a Mortgage duly filed for record in Broward County, Florida.

If the Borrower shall default in the payment of a first mortgage on the property which secures this Note, and the mortgage holder commences foreclosure on that first mortgage, the entire balance on this Loan shall become due and payable.

All parties to this Note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor. The Borrower hereby waives, to the extent permitted by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned Borrower(s) as of the date shown above.



JERRY POWELL
PRINT NAME



SHIRLEY POWELL
PRINT NAME



Eric Anthony Johnson, Ph.D
Director

100 West Atlantic Blvd.
P. O. Drawer 1300
Pompano Beach, FL 33061

Phone: (954) 786-4641
FAX: (954) 786-5534
Email: eric.johnson@copbfl.com



City of Pompano Beach, Florida

Affordable Housing Program for 1st Time Homebuyers
SECOND MORTGAGE AGREEMENT AFFIDAVIT
FOR PERMANENT SECOND MORTGAGE LOAN
FOR LOW TO MODERATE INCOME HOMEBUYER(S)

We, Jerry Powell, Social Security No. 263-51-8574, and Shirley Powell Social security No. 263-11- 0858 do hereby certify that, as a low to moderate income family applying for and receiving benefits under the First Time Homebuyers Program from the City of Pompano Beach, we understand that the funds provided to us will be in the form of A PERMANENT SECOND MORTGAGE AT A 0% INTEREST RATE. SHOULD THE PROPERTY BE SOLD, REFINANCED OR RENTED, 100% OF THE ORIGINAL LOAN AMOUNT BECOMES DUE AND PAYABLE TO THE SHIP HOUSING TRUST FUND. providing that we immediately occupy the property located at 3031 NW 4th Street, Pompano Beach, Florida 33069 and continuously reside there as our primary residence.

If we should discontinue residing at 3031 NW 4th Street, Pompano Beach, Florida as our residence at any time 100% of the original loan amount becomes due and payable to the SHIP Housing Trust Fund in the terms of its second mortgage note.

Jerry Powell 10-6-06
Signature and Date

JERRY POWELL
Printed Name

Shirley Powell
Signature and Date

Shirley Powell
Printed Name

[Signature] 10/6/06
Witness Signature and Date

[Signature]
Printed Name

[Signature] 10-6-06
Witness Signature and Date

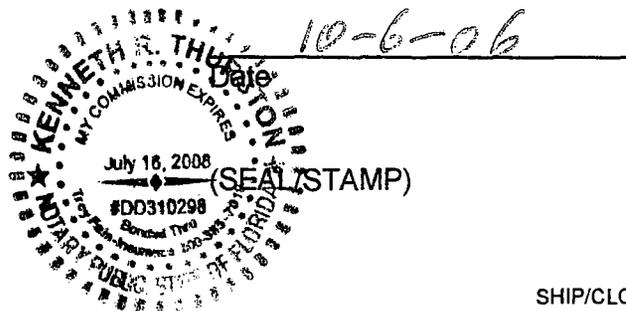
Kenneth Thurston
Printed Name

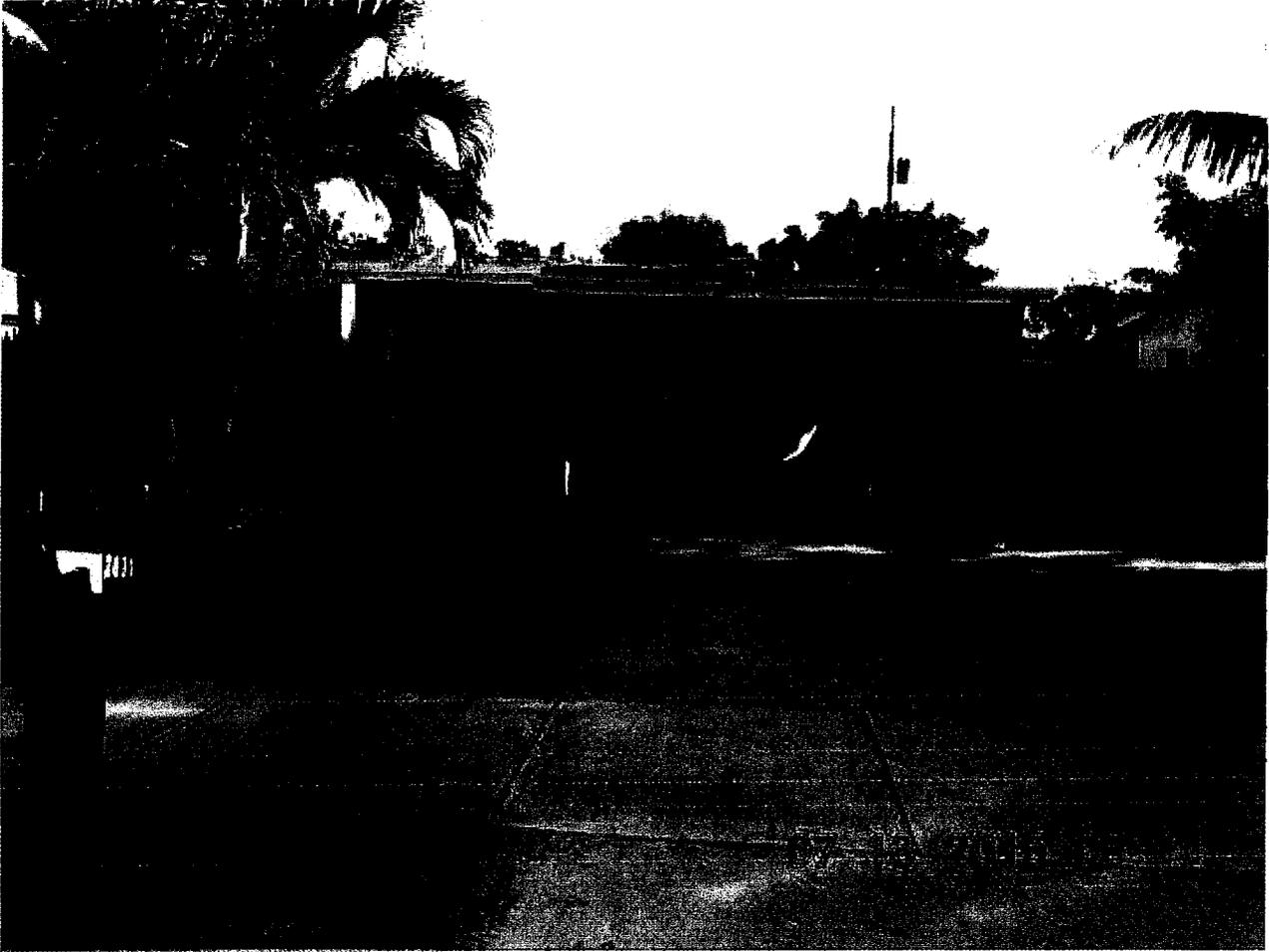
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6 day of October, 2006 by Jerry Powell & Shirley Powell who is/are personally known or has/have produced ID ID, who did/did not take an oath.

[Signature]
Signature of Notary

Kenneth Thurston
Type or Printed Name of Notary







Site Address	3031 NW 4 STREET, POMPANO BEACH	ID #	4842 33 04 5690
Property Owner	POWELL,JERRY	Millage	1512
Mailing Address	3749 PINEVILLE SCHOOL RD BENNETTSVILLE SC 29512-5833	Use	01

Abbreviated Legal Description	33-48-42 W 50 OF E 335 OF S1/5 OF SE1/4 OF NW1/4 OF SW1/4 LESS S 25 AKA 938 CC
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The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2015 Exemptions and Taxable Values to be reflected on the Nov. 1, 2015 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2016	\$10,320	\$41,530	\$51,850	\$50,450	
2015	\$10,320	\$41,530	\$51,850	\$45,870	
2014	\$10,320	\$35,700	\$46,020	\$41,700	\$1,044.81

IMPORTANT: The 2016 values currently shown are "roll over" values from 2015. These numbers will change frequently online as we make various adjustments until they are finalized on June 1. Please check back here AFTER June 1, 2016, to see the actual proposed 2016 assessments and portability values.

2016 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$51,850	\$51,850	\$51,850	\$51,850
Portability	0	0	0	0
Assessed/SOH	\$50,450	\$51,850	\$50,450	\$50,450
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$50,450	\$51,850	\$50,450	\$50,450

Sales History			
Date	Type	Price	Book/Page or CIN
6/9/2006	WD	\$136,000	42979 / 1961
3/2/2006	QCD	\$100	41565 / 618
7/12/2005	WD	\$114,000	40093 / 398
3/31/2004	QCD	\$60,000	37215 / 573
2/1/1982	QCD	\$100	10040 / 725

Land Calculations		
Price	Factor	Type
\$2.00	5,161	SF
Adj. Bldg. S.F. (Card, Sketch)		805
Units		1

* Click here for old map program *

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR AIRPORT MARKING AND STRIPING REJUVENATION; PROVIDING AN EFFECTIVE DATE. (FISCAL IMPACT \$4,220 AIRPARK, \$16,880 FDOT, TOTAL COST OF PROJECT \$21,100).

OR MOTION:

Summary of Purpose and Why: The annual FDOT licensing inspection noted that Runway 15 and Runway 10 did not meet compliance standards. Each runway was missing marking that delineate the runway ends. The markings on Runway 10-28 were also not properly marked to meet ARC Design standards for a category B-II aircraft using the airport.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Steven Rocco
- (2) Primary staff contact: Steven Rocco/Rob McCaughan Ext 4135/4097
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$4,220 source of funding will be account 462-4610-542.4650 which has sufficient funds for the Airpark participation cost.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>10/30/15</u>	APPROVE	<u>Robert McCaughan</u>
General Services	<u>11/2/15</u>	APPROVE	<u>[Signature]</u>
Finance	<u>11/2/15</u>	APPROVE	<u>[Signature]</u>
City Attorney	<u>11/3/15</u>	APPROVE	<u>[Signature]</u>
Budget	<u>11-3-15</u>	APPROVE	<u>[Signature]</u>

Advisory Board
 Development Services Director
 City Manager [Signature] [Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____



City Attorney's Communication #2016-88
October 23, 2015

TO: Steve Rocco, Air Park Manager
FROM: Mark E. Berman, City Attorney
RE: Resolution – Joint Participation Agreement

As requested in your memorandum of October 16, 2015, Public Works Memorandum No. 2016-0002, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR AIRPORT MARKING AND STRIPING REJUVENATION; PROVIDING AN EFFECTIVE DATE.

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


MARK E. BERMAN

MEB/jrm
l:cor/airpark/2016-88
Attachment

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR AIRPORT MARKING AND STRIPING REJUVENATION; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement between the City of Pompano Beach and the State of Florida Department of Transportation, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida Department of Transportation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project No.: <u>439022-1-94-01</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO</u> Function: <u>637</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u>	FLAIR Approp.: <u>088719</u> FLAIR Obj.: <u>751000</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF596000411033</u> CSFA Number: <u>55.004</u> CSFA Title: <u>Aviation Grant Program</u>
Contract No.: _____ CFDA Number: _____ CFDA Title: _____	Agency DUNS No.: _____	

THIS AGREEMENT, made and entered into this _____ day of _____,

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and City of Pompano Beach

1001 Northeast 10th Street Pompano Beach, FL 33060

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed

on or before 12/31/2017 and this Agreement will expire unless a time extension is provided

in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under

332.006(6), Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

Airport Marking & Striping at Pompano Beach Airpark

and as further described in Exhibit(s) A, B, C & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 21,100.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 16,880.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Participant shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audit Authority: The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit _____ to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
- b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

- d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- g. The Department's contact information for requirements under this part is as follows:
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit _____ to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- b. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450

- e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Four Public Transportation Office 3400 West Commercial Boulevard Fort Lauderdale, FL, FL, 33309 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, 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 Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law. Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 12/31/2017. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

24.00 The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

City of Pompano Beach

See attached Encumbrance Form for date of Funding
Approval by Comptroller

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

Stacy L. Miller, P.E.

DEPARTMENT OF TRANSPORTATION

TITLE

Director of Transportation Development

TITLE

Fin. Proj. No. 439022-1-94-01
Contract No: _____
Agreement Date: _____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and The City of Pompano Beach

PROJECT LOCATION: Pompano Airpark

PROJECT DESCRIPTION: Airport Marking & Striping Rejuvenation

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.5 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The plans and specifications review required in paragraph 13.00 of the Agreement shall include an Engineer Certification and compliance with Department requirements as outlined in Exhibit "C".

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Effective July 1, 2010, Section 215.971 of the Florida Statutes, requires agreements with the State to contain a scope of work that clearly establishes quantifiable and measurable deliverables. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. The items must be submitted and approved through the Florida Aviation Database <http://www.florida-aviation-database.com/> filed under the appropriate Financial Management (FM) number to meet the deliverable requirements. The deliverables must be received and accepted by the Department prior to the payment of services. The Department of Financial Services Internet link below provides guidance on clear and comprehensive scopes and deliverables development. The scope of work and deliverables are specifically addressed in chapter 3:

<http://www.myfloridacfo.com/aadir/docs/ContractandGrantManagementUserGuide.pdf>

Narrative

Airport markings & striping need to be modified and new threshold runway bars need to be installed in order to meet compliance standards per FAA Advisory Circular 150/5340-1L

Justification

During the annual FDOT licensing inspection it was noted that Runway 15 and Runway 10 at the Pompano Beach Airpark did not meet compliance standards. Each runway end was missing the markings that delineate the runway ends. The Markings on Runway 10-28 were also not properly striped to meet ARC Design standards for category B-II aircraft using the airport.

SCOPE OF SERVICES**Design Phase**

1. The Agency must submit a signed copy of an agreement between the Agency and its third-party consultant, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the third-party consultant. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
 - a. Percentage Completed. For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
 - b. Completed Tasks. For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

Construction Phase

4. The Agency must submit a signed copy of an agreement between the Agency and its contractor, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the contractor. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
 - a. Percentage Completed. For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
 - b. Completed Tasks. For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.
6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

Financial Project No. 439022-1-94-01

Contract No. _____

Agreement Date _____

EXHIBIT "B" PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and City of Pompano Beach

1001 Northeast 10th Street, Pompano Beach, FL 33060

referenced by the above Financial Project Number.

I.	PROJECT COST:								\$21,100.00
<hr/>									
	TOTAL PROJECT COST:								\$21,100.00
II.	PARTICIPATION:								
	Maximum Federal Participation								
	FAA	(	0	%)	or	\$		0.00	
	Agency Participation								
	In-Kind	(		%)	or	\$			
	Cash	(	20	%)	or	\$		4,220.00	
	Other	(		%)	or	\$			
	Maximum Department Participation,								
	Primary								
	DPTO	(	80	%)	or	\$		16,880.00	
	Federal Reimbursable	(		%)	or	\$			
	Local Reimbursable	(%)	or	\$			
<hr/>									
	TOTAL PROJECT COST:								\$21,100.00

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

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Financial Project No. 439022-1-94-01
Contract No. _____
Agreement Date _____

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Pompano Beach
1001 Northeast 10th Street Pompano Beach, FL 33060

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and Responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.
10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens

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- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps to Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

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c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification: The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. Legal Authority: The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. Financial Authority: The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

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b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. Good Title

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers

a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

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6. Consistency with Local Government Plans

- a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.
- c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan

- a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.
- b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:
 - (1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - (3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.
- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. Airport Financial Plan

- a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.
 - (1) The financial plan shall be a part of the Airport Master Plan.
 - (2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - (3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.
- b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or

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10. Fee and Rental Structure

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - (1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - (2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - (1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - (2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - (3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

15. Federal Funding Eligibility

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. Project Implementation

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

21. Planning Projects

For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.
 - (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
 - (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - (1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - (2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - (3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
- f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. Land Acquisition Projects

For the purchase of real property, the Agency assures that it will:

- a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.
- b. **Administration:** Maintain direct control of project administration, including:
 - (1) Maintain responsibility for all related contract letting and administrative procedures.
 - (2) Secure written Department approval to execute each agreement for the purchase of real property with any third

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

- (3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
- (4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
- (5) Establish a project account for the purchase of the land.
- (6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

- (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
- (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
- (3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
- (4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

- (1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
- (2) Complete an Airport Master Plan within two years of land purchase.
- (3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For the disposal of real property the Agency assures that it will comply with the following:

- (1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.
- (2) Land shall be considered to be needed for airport purposes under this assurance if:
 - (a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.
 - (b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- (3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

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OGC - 03/15

(4) Revenues from the sale of such land must be accounted for as outlined in Section D.2., and expended as outlined in Section D.9.

(5) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
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(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Financial Project No. 439022-1-94-01

Contract No. _____

Agreement Date _____

EXHIBIT "D"

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$
<u>Compliance Requirements</u>		

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55.004	\$ 16,880.00
<u>Compliance Requirements</u>		

Activities Allowed:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

EXHIBIT "D"

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
- Safety equipment (including AARF fire fighting equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(FDOT Aviation Grant program Handbook)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(FDOT Aviation Grant Program Handbook)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Allowable Cost: See part three of compliance supplement

Cash Management: See part three of compliance supplement

Matching Requirements are as follows:

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

EXHIBIT "D"

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$

Compliance Requirements

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.



City Attorney's Communication #2016-144

November 3, 2015

TO: Otis J. Thomas, General Services Director

FROM: Carrie L. Sarver, Assistant City Attorney

RE: Resolution – Approval of a New Dollar Threshold for Change Orders and Service Agreements

As requested, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, REPEALING RESOLUTION NO. 96-96 AND INCORPORATING A NEW DOLLAR THRESHOLD FOR APPROVAL OF CHANGE ORDERS ON CONSTRUCTION PROJECTS; AMENDING RESOLUTION NO. 2012-142 BY INCORPORATING A NEW DOLLAR THRESHOLD FOR APPROVAL OF SERVICE AGREEMENTS; PROVIDING AN EFFECTIVE DATE.

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

A handwritten signature in cursive script, appearing to read "Carrie Sarver", is written over a horizontal line.

CARRIE L. SARVER

/jrm
l:cor/gen-srv/2016-144

Attachment

RESOLUTION NO. 2016- _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, REPEALING RESOLUTION NO. 96-96 AND INCORPORATING A NEW DOLLAR THRESHOLD FOR APPROVAL OF CHANGE ORDERS ON CONSTRUCTION PROJECTS; AMENDING RESOLUTION NO. 2012-142 BY INCORPORATING A NEW DOLLAR THRESHOLD FOR APPROVAL OF SERVICE AGREEMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, change order thresholds have not been updated since 1996 and service agreement thresholds have not been updated since 2012; and

WHEREAS, due to the need to allow service agreements and construction projects to proceed on a timely basis and be carried out more efficiently, it is often necessary for change orders and service agreements to be approved by the City Manager or his designee; and

WHEREAS, the City Commission deems it appropriate to establish a policy regarding approval of change orders and service agreements which will provide the necessary flexibility and that said policy was established by Resolution No. 96-96 and 2012-142; and

WHEREAS, a new dollar threshold for approval of change orders on construction projects and approval of service agreements is desired in order to prevent delays and allow for services to be carried out more efficiently; now, therefore,

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

SECTION 1. That Resolution No. 96-96 is hereby repealed.

SECTION 2. That authority is hereby granted to the City Manager to authorize approval of all construction project change orders up to \$75,000.00, on a cumulative basis.

SECTION 3. That authority is hereby granted to the City Manager to authorize approval of all service agreements up to \$75,000.

SECTION 4. City Commission approval is required once the \$75,000 threshold level amount is reached for construction project change orders and service agreements.

SECTION 5. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

CLS/jrm
11/2/15
l:reso/2016-23

Summary of Changes

<u>Subject</u>	<u>Current</u>	<u>Proposed</u>	<u>Comments</u>
Increase City Manager's approval authority for construction change-orders and service agreements. Construction change orders are signed off by the following: City Engineer, CIP Engineer (if applicable), General Services Director, and City Manager. Service Agreements are signed off by the following: Department Head Directors, City Manager, City Clerk, and counter signed by the Mayor or Vice Mayor	\$10,000.00/\$ 25,000.00	\$75,000.00	New dollar thresholds for approval of change orders on construction projects and approval of service agreements is desired in order to prevent delays and allow for services to be carried out more efficiently. The amount of consent Agenda items will be reduced if these thresholds are approved. Staff will provide quarterly reports to Commission for service agreements under the \$75,000.00 threshold
Staff Training	None	11/19/2015	Contract Management and Administration training will be provided for staff. A review of the revised Construction Change Order and Contingency Usage procedure will be conducted. Staff training will be scheduled on an annual basis
Contingency Usage Procedure	None	Approval of revisions	On many occasions, City staff will include a project contingency within the total Contract award amount, generally in the range of 15% – 20% of the anticipated project costs. If City Commission approves this contingency allowance, then only City staff has the discretion and authorization to utilize it for the sole purpose of unforeseen conditions or Owner requested additions not originally anticipated at the time of contract award
Contract Time Extensions	None	Approval of revisions	Commission must be notified once project is delayed by more than 90 days, or 25% of the contract time, whichever is lower
Employee Agreement Form	None	Approval of revisions	All employees in attendance of the training session will be required to sign an agreement form stating that they have received training and also received a copy of the revised Construction Change Order and Contingency Usage Procedure
Contingency Usage Form	None	Approval of revisions	Form must be attached to the original Purchase Order (PO) for documentation purposes. Staff is responsible for tracking these expenditures on the "Contingency Usage" form

MEMORANDUM

Purchasing #15-099
September 24, 2015

To: Dennis W. Beach, City Manager

From: Otis J. Thomas, General Services Director *O.T.*

Subject: Revised Construction Change Order and Contingency Procedure

Introduction

The Change Order Sub-Committee has collaborated to revise the current change order process. These changes were needed in-order to address the issues that have escalated with change orders. The General Services Department benchmarked other municipalities within the tri-county area to review and verify their change order processes. A training session will be scheduled to inform staff members of the revised Construction Change Order and Contingency Procedure. All Employees in attendance will be required to sign an agreement stating that they have received training and also received the Construction Change Order and Contingency Usage Procedure.

Please indicate your concurrence/non-concurrence and sign in the space provided below.

CONCUR:

NON-CONCUR:

Dennis W. Beach 10-5-15

City Manager Date

City Manager Date

Comments: _____

enclosures

cc: file

- Phyllis A. Korab, Assistant City Manager
- Greg Harrison, Assistant City Manager
- Michael Smith, Human Resources Director

CITY OF POMPANO BEACH AND POMPANO BEACH

ADMINISTRATIVE POLICY

Title: Construction Change Orders and Contingency Usage

Number: 905.08

Effective: TBD

**PROCEDURE FOR CONSTRUCTION CHANGE ORDERS AND
CONTINGENCY USAGE**

While the City does not encourage changes to City contracts with vendors, there may be certain situations where unforeseen circumstances result in the requirement for a formal written change order. A written change order must be prepared in any circumstance where there is a material change in the scope of work, specifications, price, or terms and conditions of a contract. Change orders; however, normally occur with construction projects, when it is necessary to make changes due to conditions that were unforeseen at the time of contract award.

1. Approval Authority

- I. City Manager approval: The City Manager or designee is authorized to approve all change orders determined to be in the best interest of the City. The City Manager has the sole authority to approve any and all change orders meeting the following requirements:
 - a) The City Manager shall approve any change order increasing the cost of the contract to the City by an amount up to ten percent (10%) of the project's original total cost or \$75,000.00, whichever is lower, on a cumulative basis or aggregate.
 - b) The City Manager shall approve any change order for specific contracts when such authority is delegated to the City Manager for a specific agreement by a formal City Commission action. This delegation occurs in situations where it is in the best interest of the City to streamline the change order approval process in order to accommodate operational needs, including, but not limited to approval of changes using funding from a City Commission approved project contingency.
 - c) It is the responsibility of the requesting department to monitor construction change orders and initiate request for Commission approval when the ten percent (10%) or \$75,000.00 threshold is reached. Once the threshold is reached, **all** subsequent change orders for that project **must be approved** by the City Commission **prior** to any work being performed. Approval of change orders under this policy must be for the purposes of expediting the work in progress and must be confirmed by City Commission action at the next regular meeting of the City Commission.

CITY OF POMPANO BEACH AND POMPANO BEACH

ADMINISTRATIVE POLICY

Title: Construction Change Orders and Contingency Usage

Number: 905.08

Effective: TBD

- d) A change order request must be submitted through the electronic requisition process in order to modify the original Purchase Order. The approved Contract Modification (Change Order) form for construction contracts must be submitted to the Purchasing Division under separate cover. A copy of this form is attached herein as Exhibit "A." A copy of the Contract Modification (Change Order) form must be attached to the Original Purchase Order for documentation purposes.

Note: The Purchasing Division will not process any change orders that do not have proper authorization and signatures.

II. City Commission approval: The City Commission **must** formally approve all other change orders in excess of the City Manager's authority as follows:

- a) The City Commission must approve any change order that exceeds the ten (10%) threshold.
- b) The City Commission must approve any change order which results in the cumulative or aggregate cost of a change order to exceed \$75,000.00 regardless of the value of the change order. As an example, if a project was awarded at a cost of \$1,000,000.00 a change order processed in the amount of \$75,001 would result in a new aggregate cost of \$1,075,001.00. Since the revised value now exceeds the City Manager's approval authority, the City Commission must now approve the change order **prior** to any work being performed.

III. All change orders, regardless of value, must be routed through the Purchasing Department for review, processing and distribution to the vendor. Change Orders which require the approval of the City Manager or the City Commission must also include a Memorandum of explanation and justification for the change order. Change orders that are received without the Memorandum and Contract Modification (Change Order) form will be returned to the department.

IV. Until approval of the change order, **no** work under the requirements of such change will be authorized to begin, and **no** claim against the city of extra work in furtherance of such change order will be allowed unless prior approval has been obtained, notwithstanding any other provisions, contractual or otherwise.

CITY OF POMPANO BEACH AND POMPANO BEACH

ADMINISTRATIVE POLICY

Title: Construction Change Orders and Contingency Usage

Number: 905.08

Effective: TBD

- V. Change orders will not artificially be distributed or divided to bring the amount within the approval level of the City Manager. Such proposed change orders must include all logically connected work required to be done at the time of proposal, and must be accompanied by appropriate signatures and written documentation.
- VI. A formal change order is required for any situation involving a material change in the scope of work, specifications, price, or terms and conditions of a contract. Change orders, which are normally used for construction projects, should be executed as a result of unforeseen conditions or owners requested additions not originally anticipated at the time of contract award.
- VII. Change orders, by their nature, should normally account for no more than approximately 50% of the contract value. Change order requests for amounts in excess of 50% of the contract value, or which include a scope or application somewhat different from the original intent of the agreement should normally be accommodated through a new procurement process.

2. Contingency

- I. On many occasions, City staff will include a project contingency within the total Contract award amount, generally in the range of 15% – 20% of the anticipated project costs. If City Commission approves this contingency allowance, then only City staff has the discretion and authorization to utilize it for the sole purpose of unforeseen conditions or Owner requested additions not originally anticipated at the time of contract award. However, this language must be clearly defined within the Contract and Bid documents, and the purchase order must include this contingency amount. Staff is responsible for tracking these expenditures on the "Contingency Usage" form attached herein as Exhibit "B." A copy of the Contingency Usage form must be attached to the Original Purchase Order for documentation purposes. **Note: the change order procedure comes into effect once the contingencies have been exhausted.**

3. Time Extensions

- I. The City Engineer and Project Manager have the discretion to review and approve non-compensatory time-extensions as and when needed up to ninety (90) days or twenty-five percent (25%) of the Contract time, whichever is lower, and this must be documented on the Contract Modification (Change Order Form), Exhibit "A." City Commission must be notified at the next regular meeting once the project is delayed by more than ninety (90) days, or twenty-five (25%) of the Contract time, whichever is lower.

CITY OF POMPANO BEACH AND POMPANO BEACH

ADMINISTRATIVE POLICY

Title: Construction Change Orders and Contingency Usage

Number: 905.08

Effective: TBD

Exhibits:

Exhibit "A" CONTRACT MODIFICATION (CHANGE ORDER FORM)

Exhibit "B" CONTINGENCY USAGE FORM

Exhibit "C" EMPLOYEE AGREEMENT FOR CONSTRUCTION CHANGE ORDERS AND
CONTINGENCY USAGE

Dennis W. Beach, City Manager

CITY OF POMPANO BEACH AND POMPANO BEACH

ADMINISTRATIVE POLICY

Title: Construction Change Orders and Contingency Usage

Number: 905.08

Effective: TBD

Exhibit "A"



CONTRACT MODIFICATION (CHANGE ORDER FORM)

CITY OF POMPANO BEACH

P.O. Drawer 1300

Pompano Beach, FL 33061

The City Manager has the authority to approve all construction change orders up to ten percent (**10%**) of the project's original total cost or **\$75,000.00**, whichever is lower, on a cumulative or aggregate basis. The City Commission must formally approve all other change orders in excess of the City Manager's approval authority **prior** to work being performed. The City Engineer and Project Manager have the discretion to review and approve non-compensatory time-extensions as and when needed up to ninety (90) days or 25% of the Contract time, whichever is lower. City Commission must be notified at the next regular meeting once the project is delayed by more than ninety (90) days, or 25% of the Contract Time, whichever is lower.

Project Name:		Contract #:	
Project Number:		Date:	
Project Manager:			
Owner:	City of Pompano Beach	Change Order #:	
Contractor:			

All items terms and conditions of the original contract # ___ dated ___ remain unchanged and in full force and effect.

The following modifications to the CONTRACT are hereby ordered:

CONTRACT AMOUNT			CONTRACT TIME (Calendar Days)		
Original	\$		Original Contract Time		Days
Previous Changes (+/-)	\$		Previous Changes (+/-)		Days
This Change Order (+/-)	\$		This Change Order (+/-)		Days
Revised Contract Amount	\$		Revised Contract Time		Days
% change from Original (this CO)			Cumulative COs		%
Revised Contract Completion Date Is					

OWNER	CONSULTANT	CONTRACTOR
City of Pompano Beach		
P.O. Box 1300		
Pompano Beach, FL 33061		

CITY MANAGER
By:
Date:

CITY ENGINEER	PUBLIC WORKS DIRECTOR	GENERAL SERVICES DIRECTOR
City of Pompano Beach	City of Pompano Beach	City of Pompano Beach
1201 NE 5 th Avenue	1201 NE 5 th Avenue	1190 NE 3 rd Avenue
Pompano Beach, FL 33060	Pompano Beach, FL 33060	Pompano Beach, FL 33060
By:	By:	By:
Date:	Date:	Date:

CITY OF POMPANO BEACH AND POMPANO BEACH

ADMINISTRATIVE POLICY

Title: <u>Construction Change Orders and Contingency Usage</u>	Number: <u>905.08</u> Effective: <u>TBD</u>
--	--

Change Order Category	Sub Category
<input type="checkbox"/> Owners Request	<input type="checkbox"/> Consultant Error / Omission
	<input type="checkbox"/> Regulatory Compliance <input type="checkbox"/> Safety/ Emergency

A copy of the Contract Modification (Change Order) form must be attached to the Original Purchase Order for documentation purposes.

CITY OF POMPANO BEACH AND POMPANO BEACH

ADMINISTRATIVE POLICY

Title: <u>Construction Change Orders and Contingency Usage</u>	Number: <u>905.08</u> Effective: <u>TBD</u>
--	--

Exhibit "B"



CONTINGENCY USAGE FORM CITY OF POMPANO BEACH

A copy of the Contingency Usage form must be attached to the Original Purchase Order for documentation purposes.

Project Name:	Contract/Bid #:
Project Number:	Date:
Project Manager:	Contingency Usage #:
Owner: City of Pompano Beach	
Contractor:	

All items terms and conditions of the original Contract/Bid # _____ dated _____ remain unchanged and in full force and effect.

Reason for Contingency _____

Original Contract Contingency Amount _____

Current Contingency Balance _____

Requested Contingency Amount _____

Remaining Contingency Balance _____

OWNER	CONSULTANT	CONTRACTOR
City of Pompano Beach		
P.O. Box 1300		
Pompano Beach, FL 33061		

CITY ENGINEER	PUBLIC WORKS DIRECTOR	GENERAL SERVICES DIRECTOR
City of Pompano Beach	City of Pompano Beach	City of Pompano Beach
1201 NE 5 th Avenue	1201 NE 5 th Avenue	1190 NE 3 rd Avenue
Pompano Beach, FL 33060	Pompano Beach, FL 33060	Pompano Beach, FL 33060

By: _____ By: _____ By: _____
 City Engineer Public Works Director General Services Director

CITY OF POMPANO BEACH AND POMPANO BEACH

ADMINISTRATIVE POLICY

Title: <u>Construction Change Orders and Contingency Usage</u>	Number: <u>905.08</u> Effective: <u>TBD</u>
--	--

Date: _____ Date: _____ Date: _____

Contingency Category		Sub Category	
<input type="checkbox"/> Owners Request	<input type="checkbox"/> Consultant Error / Omission	<input type="checkbox"/> Regulatory Compliance	<input type="checkbox"/> Safety/ Emergency

CITY OF POMPANO BEACH AND POMPANO BEACH

ADMINISTRATIVE POLICY

Title: Construction Change Orders and Contingency Usage

Number: 905.08

Effective: TBD

Exhibit "C"

EMPLOYEE AGREEMENT FOR CONSTRUCTION CHANGE ORDERS AND CONTINGENCY USAGE

I, _____, do hereby agree that I have received training and also received a copy of the City's Construction Change Order and Contingency Usages Procedure. I also understand my responsibilities as listed therein.

Employee signature:

Date

Print/type signature as signed above:

Department Head signature:

Date

Print/type signature as signed above:

Department/Division: _____

Construction Change Order Threshold

Agency	2015 Population (Est)	Cumulative Total	Procurement Official Threshold	City Manager Threshold	City Commission Required	%	Time Extensions Require Change Order	Contingency	Written Policy / Procedures	Notes
Boca Raton	84,392		\$25,000	\$50,000	\$50,001		No	Yes	No	When we take an item for Council approval the department submits a memo requesting a contingency amount. The contract award amount is then taken with the contingency included. Contingency is issued as a separate line item on the P.O. No specific change order polices – Project Manager should be following the construction contract requirement for the change order.
Boynton Beach	72,000		\$9,999	\$24,999	\$25,000	10%	Yes	Yes	Yes	All totals are cumulative. Separate policy for contracts with and without contingencies. For construction projects with contingency funding Commission awards the construction project with a contingency allocation, then no further Commission action is necessary provided the construction project does not exceed the project budget (awarded contract + contingency funding). Although staff recognizes contingency funding for budgetary purposes, it will not be included in the construction Contract (nor the Purchase Order). The City shall Issue the construction contract for the dollar value of the bid award. Therefore, in order to modify the Purchase Order amount it is necessary for the Project Manager to request a Change Order. The Change Order request will recap the adjustments and identify the dollar value of the Change Order and should balance to the dollar value of changes shown in the Schedule of Payments. For construction projects without contingency funding change orders must go to City Commission for approval if they cumulatively are \$25,000 or more.

Agency	2015 Population (Est)	Cumulative Total	Procurement Official Threshold	City Manager Threshold	City Commission Required	%	Time Extensions Require Change Order	Contingency	Written Policy / Procedures	Notes
Margate	53,284	\$50,000	\$0	\$50,000 or 10%	\$50,001	10%	Yes		Yes	Emailed Patricia on contingencies & time extensions 8/11/15 8.1.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior change Orders for this Project, increase the cost of the WORK to CITY or which extend the time for completion, must be formally authorized and approved by the CITY'S Commission prior to their issuance and before WORK may begin. No claim against CITY for extra WORK in furtherance of such change order shall be allowed unless prior approval has been obtained. Notwithstanding the above paragraph, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this Project, increase the cost of the WORK to the CITY not in excess of ten percent (10%) or \$50,000 (whichever is less) may be approved by signed approval of the City Manager of the City of Margate.
Hollywood	143,000		\$10,000	\$50,000		10%				email sent.
Miami Beach	98,000		\$0	\$49,999	\$50,000				No	Waiting on additional information from CIP Director Maria Cerna. The City Code is silent on change orders and we do not have a written policy for change orders.
Miramar	122,041			\$50,000	\$50,001					City Commission approval required after City Manager's threshold
North Miami Beach	41,523	\$50,000	\$50,000	\$50,000	\$50,001	10%				emailed Brian 8/11/15
Palm Beach Gardens	48,452		\$64,999	\$64,999	\$65,000		Yes	Yes	Yes	Contingencies are not included as bid items, but as part of the contract if the contractor had it in his quote. The contingency must be clearly identified during the work or service for it to be invoiced to the City. Usually, it is never used, except in lieu of a change-order. How contingency fees are utilized is part of the eventual contract signed with the contractor. The factors that make up the contingency are included, and only can be charged if those items/unexpected events occur. All changes require approval. Below \$65k is within the purview of the City Manager, anything above must go to Council. The procedure for time modification is included in the contract

Agency	2015 Population (Est)	Cumulative Total	Procurement Official Threshold	City Manager Threshold	City Commission Required	%	Time Extensions Require Change Order	Contingency	Written Policy / Procedures	Notes
Pompano	99,845	\$10,000	\$0	\$10,000	over \$10,000	10%	Yes	Yes	Yes	PROPOSED - Allowable contingency fee uses will be specified in the bid document and construction contract. Once the contingency has been exhausted all subsequent change orders must be approved by City Commission. Once the contingency has been exhausted, all change orders exceeding \$75,000 (cumulative) must be approved by City Commission. City Commission approval is required PRIOR to work being performed. The City Manager will have authority to approve all change orders up to \$75,000.
Tamarac	63,000	\$0	\$0	\$65,000	Any change order that exceeds allowed contingency for contract	10%	Yes	Yes	Yes	10% contingency included in construction bids, may be higher for specialized construction. All change orders in excess of contingency in bid must go to Commission for approval.
West Palm Beach	99,919	10,000/25,000	10,000/25,000	10,000/25,000	10,001/25,000 1	10%	Yes	No	Yes	Technically contingencies are not included or considered for the award or contract. If bids come back over budget and additional funding can't be secured the solicitation is canceled. If a project goes over budget and additional funding can be found the budget is increased via a F-Resolution which is approved by City Commissioners. • When the change order is processed the percentage over original budget is noted and if over 10% it must be justified. For contracts under \$100,000 change orders go to Commission if the cumulative amount exceeds \$10,000 or 10%, whichever is less. For contracts over \$100,000 change orders go to Commission if the cumulative amount exceeds \$25,000 or 10%, whichever is less. Change orders are issued for adjustments in contract sum. Time extensions are processed by a simple contract amendment process

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide _____ services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be _____, 20____. Contractor shall commence _____ services for the City and continue operation *REMOVE THE LANGUAGE THAT IS NOT APPLICABLE:* through _____, 20____. **OR** until completion of Scope of Work.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for an additional period one (1) year, provided that City will provide notification within sixty (60) days of termination date of its intention; **OR** *Remove the following language if not applicable:* This Contract is not subject to renewal.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise

directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$ _____ per month or a Fixed Fee of \$ _____.*

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on _____.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor:

If to City:

City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

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

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;
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
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 City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

*** This Contract may not be in an amount greater than \$25,000.00.**

“CONTRACTOR”

Witnesses:

(Print name of company)

By: _____

Print Name: _____

Title: _____

Business License No. _____

(Print or Type Name)

(Print or Type Name)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____, A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Meeting Date: 11/10/15

Agenda Item 14

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to award Bid #E-48-15, McNair Community Center Parking Improvements for ADA Compliance to the lowest responsive, responsible bidder, Coramarca Corporation in the amount of \$ 26,037.50.

Summary of Purpose and Why:

Bid E-48-15 was issued for the Engineering Department to establish a contract for the furnishing of all labor, equipment, tools materials and any other incidentals required for the improvements to the parking lot of the McNair Community Center. The project consists of sidewalk, handrail, permanent signage and striping improvements. Bid award is recommended to the lowest responsive, responsible bidder Coramarca Corporation, in the amount of \$26,037.50. The General Services Department performed an outreach to local parking and roadwork companies to inform them about this project. A total of thirty-one (31) local companies were notified. City Commission approval of the contract award is requested.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Horacio Danovich, CIP Engineer/Juan-Carlos Samuel 954 786-7834/5523
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: \$26,037.50 from budgeted funds in account 302-7400-530.65-12/ Capital Project Fund/CIP 10-123/ADA Compliance.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>11/4/15</u>	<u>APPROVED</u>	<u>[Signature]</u>
General Services	<u>11/4/15</u>	<u>APPROVED</u>	<u>[Signature]</u>
Finance	<u>11/4/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>11-4-15</u>	<u>approve</u>	<u>[Signature]</u>

City Manager [Signature] [Signature]

ACTION TAKEN BY COMMISSION:

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

M E M O R A N D U M

Purchasing #16-013
October 28, 2015

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director *OT.*

From: Jeffrey English, Purchasing Agent *JE*

Subject: Award Bid E-48-15, McNair Community Center Parking Improvements for ADA Compliance

Contract Need/Background

Bid E-48-15 was issued for the Engineering Department to establish a contract for the furnishing of all labor, equipment, tools materials and any other incidentals required for the improvements to the parking lot of the McNair Community Center. The project consists of sidewalk, handrail, permanent signage and striping improvements.

Attached you will find copies of the memorandum and the bid award recommendation form submitted by the Engineering Department, the bid tabulation, and bid solicitation document.

Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior bids, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books.

Number of firms responding with complete bids.....3

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. Bid notices are also posted on the City's web page.

Funding

The contract will be funded from budgeted funds in account 302-7400-530.65-12/Capital Project Fund/CIP 10-123/ADA Compliance.

Purchasing #16-013

Page 2

October 28, 2015

Market Research

The General Services Department performed an outreach to local parking and roadwork companies to inform them about this project. A total of thirty-one (31) local companies were notified.

Award Recommendation

After reviewing the responses to this bid with the Engineering Department it is recommended that the award for E-48-15 be made to the lowest bidder, Coramarca Corporation, in the amount of \$26,037.50.

enclosures

cc: file

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Jeff English Date 10/13/15

To: Engineering Department Attn.: Juan Carlos Samuel

Subject: Bid No. E-48-15 Item/service: McNair Community Center Parking Improvements for ADA Compliance

Attached is the Bid Tabulation for subject item/service requisitioned by your department. Please complete this form in order that proper presentation and recommendations may be made to the City Commission for its approval, as appropriate. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt.

This form must be accompanied by a memorandum explaining the item/service to be purchased, what it will be used for, stating that it is either a replacement or an additional item, and any other pertinent information which might be requested by the City Commission. This memo should also contain a detailed justification if you are rejecting a low bidder (see below).

1. SOURCE OF FUNDS:

Budgeted Code: 302-7400-530-65.12

Title: McNair Community Center Parking Improvements for ADA Compliance

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Coramarca Corp.

(b) Is the recommended bid the lowest bid received?

Yes X No _____

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes X No _____ Not applicable for this bid _____

Signature: [Handwritten Signature]

Date: 10/13/15

Title: CITY ENGINEER
(Department Head)

MEMORANDUM

Engineering

Memorandum No. 15-182

DATE: October 28, 2015

TO: Jeffrey English, Purchasing Agent

FROM: Juan Carlos Samuel, E.I., Project Engineer

SUBJECT: McNair ADA Compliance Project (CIP No. 10-123) – Bid Award Recommendation

McNair ADA Compliance Project consists of sidewalk, ADA handicap ramps, handrail & permanent signage and striping improvements. The need for the project is to upgrade existing non-ADA compliant on-site infrastructure to current ADA standards.

On August 20, 2015 bids were opened for the above referenced project. Three bid packages were received, ranging in price from \$26,037.50 to \$51,264.00, with the low bidder being Coramarca Corp. located in Pembroke Pines, Florida.

The Bid submitted by Coramarca Corp. is \$26,037.50.

The references supplied by Coramarca Corp. have been checked and in addition this contractor has just completed two similar parking lot improvements projects, Road Resurfacing of Holly Lake and Roadway and Parking Resurfacing at Dania Beach.

Being the low bidder and coupled with favorable references, it is my recommendation that the award of this contract be made to Coramarca Corp. based on their Bid of \$26,037.50.

One Executed Bid Award Recommendation form is attached and please prepare an agenda package for inclusion on the November 10th City Commission agenda for consent approval.

Should you have any questions, please do not hesitate to contact me at extension 5523.

Enclosures:

CITY OF POMPANO BEACH -- BID TABULATION
 Bid #: E-48-15 Title: McNair Community Center Parking Improvements for ADA Compliance
 Date 08/20/15

Bidder:	ARZ Builders, Inc. 1515 N Federal Hwy. #300 Boca Raton, FL. 33432	Coramarca Corp. 20431 SW 1st St. Pembroke Pines, FL. 33029	Miguel Lopez Jr. 7711 NW 74th Ave. Medley, FL. 33166	Sun Up Enterprises, Inc. 16641 Waters Edge Dr. Weston, FL 33326
Mobilization	\$9,794.00	\$2,002.50		\$4,000.00
Total for 1 LS	\$9,794.00	\$2,002.50		\$4,000.00
Demolition	\$5,800.00	\$3,300.00		\$2,500.00
Total for 1 LS	\$5,800.00	\$3,300.00		\$2,500.00
Tree Protection	\$300.00	\$380.00		\$450.00
Total for 2 EA	\$600.00	\$760.00		\$900.00
Sidewalk	\$8.00	\$5.50		\$6.00
Total for 900 SF	\$7,200.00	\$4,950.00		\$5,400.00
Asphalt	\$36.00	\$2.50		\$20.00
Total for 150 SF	\$5,400.00	\$375.00		\$3,000.00
Curbing	\$22.00	\$18.00		\$35.00
Total for 130 LF	\$2,860.00	\$2,340.00		\$4,550.00
HC Ramps	\$1,600.00	\$650.00		\$1,750.00
Total for 2 EA	\$3,200.00	\$1,300.00		\$3,500.00
Signing & Striping	\$3,600.00	\$2,400.00		\$3,500.00
Total for 1 LS	\$3,600.00	\$2,400.00		\$3,500.00

CITY OF POMPANO BEACH -- BID TABULATION
 Bid #: E-48-15 Title: McNair Community Center Parking Improvements for ADA Compliance
 Date 08/20/15

Bidder:	ARZ Builders, Inc. 1515 N Federal Hwy. #300 Boca Raton, FL. 33432	Coramarca Corp. 20431 SW 1st St. Pembroke Pines, FL. 33029	Miguel Lopez Jr. 7711 NW 74th Ave. Medley, FL. 33166	Sun Up Enterprises, Inc. 16641 Waters Edge Dr. Weston, FL 33326
Handrail	\$130.00	\$60.00		\$120.00
Total for 60 LF	\$7,800.00	\$3,600.00		\$7,200.00
Indemnification	\$10.00	\$10.00		\$10.00
Total for 1 LS	\$10.00	\$10.00		\$10.00
Permit Fees	\$2,000.00	\$2,000.00		\$2,000.00
Total for 1 LS	\$2,000.00	\$2,000.00		\$2,000.00
Contingency Allowance as described herein	\$3,000.00	\$3,000.00		\$3,000.00
Total for 1 LS	\$3,000.00	\$3,000.00		\$3,000.00
Grand Total	\$51,264.00	\$26,037.50		\$39,560.00
Completion time		45 calendar days		60 calendar days
Bid Bond	\$5,000.00	\$1,500.00	None	Bond 5% of bid
Notes			No bid forms were included. Vendor is non-responsive	



Florida's Warmest Welcome

BID/CONTRACT DOCUMENTS

**MCNAIR COMMUNITY CENTER PARKING
IMPROVEMENTS FOR ADA COMPLIANCE**

BID E-48-15

BID OPENING: August 20, 2015, 2:00 p.m. (local)

PURCHASING DIVISION

1190 N.E. 3RD AVENUE, BUILDING C (FRONT)

POMPAÑO BEACH, FLORIDA 33060

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INVITATION TO BID

Sealed Proposals for **Bid E-48-15, McNair Community Center Parking Improvements for ADA Compliance** addressed to the City of Pompano Beach, Purchasing Office, 1190 N.E. 3rd Avenue, Building C (front) Pompano Beach, Florida 33060, will be received until **2:00 p.m. (local), on August 20, 2015** and will be publicly opened and read aloud. Any bids received after the time and date will not be considered.

The project consists of sidewalk, handrail, and permanent signage and striping improvements, according to the “plans” and “spec” attachments, and as specified herein. The project location is at 951 NW 27th Avenue in Pompano Beach.

Bid documents may be obtained at no charge from the City of Pompano Beach website www.pompanobeachfl.gov.

Each proposal must be submitted on the prescribed form and accompanied by a certified check or bid bond executed on the prescribed form, payable to the City of Pompano Beach, Florida, in an amount not less than 5 percent (5%) of the amount bid. The bid form must be filled in completely and accurately, particularly as it pertains to alternate bid items.

All bid bonds, contract bonds, insurance contracts and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. **Insurance is required for all bids.**

In order to perform public work, the successful Bidder shall, as applicable, hold or obtain such Contractor’ and Business Licenses as required by State Statutes.

Before a Contract will be awarded for the work contemplated herein, the OWNER will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of Work specified under the Contract Documents, and to postpone the award of the Contract for a period of time which, however, shall not exceed 90 Days from the bid opening date.

Dated this 21st day of July, 2015

CITY OF POMPANO BEACH

By : Jeff English, Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the Standard GENERAL CONDITIONS of the Construction Contract, have the meanings assigned to them in the GENERAL CONDITIONS. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, the Bid Proposal, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents may be obtained from the City of Pompano Beach website at no charge.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; the OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as may be called for in this document.

4. PUBLIC ENTITY CRIMES

In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5. DRUG FREE WORKPLACE

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Bidder should complete and provide Statement Under Section 287.087 Florida Statutes on Drug-Free Workplace.

6. ANTI-KICKBACK ACT

The successful bidder must comply with the Copeland "Anti-Kickback Act" (19 U.S.C. Section 874), as supplemented in U.S. Department of Labor Regulations (29 CFR, Part 3).

7. EXAMINATION OF CONTRACT DOCUMENTS AND SITES

7.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify OWNER of all conflicts, errors or discrepancies in the Contract Documents.

7.2 Information and data reflected in the Contract Documents with respect to or contiguous to the site is based upon information and data furnished to OWNER by owners of such facilities or others, and OWNER does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.

7.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

7.4 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.

7.5 On request in advance, OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition, or better, upon completion of such explorations.

7.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

7.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section and the General Conditions, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8. INTERPRETATIONS AND ADDENDA

8.1 All questions must be in writing. All questions are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060; questions may be submitted by fax to (954) 786-4168, or by email to purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number, fax number, and bid name and number.

All written questions must be received by **5:00 p.m. on August 13, 2015** at the above location. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Questions may be faxed to (954) 786-4168, referencing the bid number on all pages faxed.

8.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the OWNER.

9. BID SECURITY

9.1 Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements stated herein.

9.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, (if provided as a cashier's check or bank officer's check), whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 10 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have reasonable chance of receiving the award may be retained by OWNER until a completed contract has been issued, whereupon Bid security furnished by such Bidders will be returned.

9.3 The Bid Bond, if provided, shall be issued by a Company having a registered agent in the State of Florida. This check or bond shall be retained by the payee as liquidated damages should the bidder refuse or fail to enter into a contract with the payee for the execution of the work embraced in the proposal, in the event the proposal of the bidder is accepted.

10. CONTRACT TIME

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the section entitled Bid Proposal.

11. LIQUIDATED DAMAGES

11.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

11.2 All bidders must state in the Bid Proposal the amount of consideration required by the Bidder in return for the Bidder's promise of indemnity contained in the General Conditions. The amount to be stated shall be no less than \$10.00.

12. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to OWNER, application for such acceptance will not be considered by OWNER until after the effective date of the agreement.

13. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

13.1 Each Bid must identify the names and address of Subcontractors, Suppliers and other persons and organizations including those who are to furnish the principal items of material and equipment listed in the Bid Proposal section. If requested, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, other persons or organization, if requested by OWNER. If OWNER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER subject to revocation of each acceptance after the Effective Date of Agreement.

13.2 In contracts where the Contract Price is on the basis of Cost-of-the Work Plus a fee, the apparent Successful Bidder, prior to the Notice Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER'S written consent.

13.3 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against who CONTRACTOR has reasonable objection.

14. BID PROPOSAL

14.1 The Bid Proposal is included with the Bidding Documents.

14.2 All blanks on the Bid Proposal are to be completed in ink or by typewriter. The City requests three (3) copies of the bid be submitted, (one original, and two copies). Bidders are to complete and return pages 12-24.

14.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

14.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

14.5 All names must be typed or printed below the signature.

14.6 The Bid should contain an acknowledgment of receipt of all Addenda (the numbers of which should be filled in on the Bid Proposal).

14.7 The address and telephone number for communications regarding the Bid must be shown.

14.8 All blank spaces in the bid form must be filled in, both words and figures where required. In case of discrepancy between unit prices and totals, unit prices will prevail.

15. SUBMISSION OF BIDS

15.1 Bids shall be submitted before the time and at the place indicated in the Invitation to Bid and shall be submitted in an opaque sealed envelope. The envelope shall be marked on the exterior with the Project title, City Bid Number, the name and address of the Bidder, and addressed to:

Jeff English, Purchasing Agent
City of Pompano Beach, Florida
1190 N.E. 3rd Avenue, Bldg. C (front)
Pompano Beach, Florida 33060

The Bid shall be accompanied by the Bid Security and other required documents. If not mailed, please deliver to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (front), Pompano Beach, Florida, 33060.

15.2 More than one Bid received for the same work from an individual, firm or partnership, Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

15.3 If you wish to receive a copy of the bid tabulation sheet after opening, please submit a stamped, self-addressed envelope with your bid. Bid results will not be read to you over the phone. Bid tabulations are also posted on the City's website.

16. MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

16.2 After bids are opened, and a contractor defaults on a City contract, the contractor may be banned from doing business with the City for a period of 36 months from the date of default.

17. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.1 All bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

18.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual agreement between OWNER, the Successful Bidder, and the surety, if any, for the Successful Bidder.

19. AWARD OF CONTRACT

19.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time and changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming nonresponsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum therefor will be resolved in favor of the correct sum.

19.2 In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.

19.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractor, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

19.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

19.5 If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

19.6 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within ninety (90) after the day of the Bid opening.

20. CONTRACT SECURITY

When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required Performance and Payment Bonds.

21. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within fifteen (15) days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

22. TAXES

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

23. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

24. NON DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

25. OCCUPATIONAL HEALTH AND SAFETY

In compliance with Chapter 442, Florida Statutes, any items included in the latest edition of "Florida Substance List" which are delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness, and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. The primary routes of entry and symptoms of overexposure.
- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- (d) The emergency procedure for spills, fire disposal, and first aid.
- (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to:

Department of Labor and Employment Security, Division of Safety, 2002 Old St. Augustine Road, Tallahassee, Florida, 32399; telephone: 1-800-367-4378.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION, IN ACCORDANCE WITH O.S.H.A. STANDARDS.

Notice: Federal I.D. Number must be referenced on your invoice for us to process payment. Please note I.D. Number on Bid Response page.

26. PERMITS AND FEES

The Contractor awarded the project which is the scope of this bid document shall be required to obtain and pay for the permits and/or fees indicated on the chart below in the amounts set forth or pursuant to the formula for percent or unit method which is indicated.

Fees cannot be waived and must be collected by the City from the Contractor. Contact the City Department indicated for additional details regarding the required permit and fee.

FEE OR PERMIT	CITY DEPARTMENT	COST (SET FEE OR PERCENT OF PROJECT AMOUNT)
All construction within City right-of-way	Engineering	Waived
All utilities tie-ins to City water, sewers, and drainage	Engineering	Waived
Paving	Engineering	Waived
Fire plan review for new construction, additions and alterations	Building Inspection	See City Code of Ordinances 95.14
Fire alarm and fire sprinkler plan review (new installations)	Fire Plan Review	See City Code of Ordinances 95.14
Fire hydrant flow test	Fire Plan Review	See City Code of Ordinances 95.14
Business Tax Receipt (only if the contractor has a temporary office in the City of Pompano Beach)	Zoning	See City Code of Ordinances
Site plan review	Zoning	See City Code of Ordinances
Rezoning	Zoning	See City Code of Ordinances
Variance	Zoning	See City Code of Ordinances
Tree Permit application fee	Zoning	See Zoning Code/City Code of Ordinances
Landscape reinspection fee	Zoning	See Zoning Code/City Code of Ordinances
Capital recovery fees	Customer Service	See City Code of Ordinances 50.13 and 51.11
Tapping fee	Customer Service	See City Code of Ordinances
Deposits (water bill)	Customer Service	Deposit based upon size of meter (only applies if contractor responsible for water bills during period between meter installation and City acceptance of project.)
Administrative fee	Customer Service	See City Code of Ordinances
Building permit	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Building Reinspection fee	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Certificate of occupancy	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Lien law	Building Inspection	\$5.00
Surcharge Bwd. Cty. Bd. of Rules & Appeals	Building Inspection	\$0.60 per \$1,000 valuation
Surcharge Fla. Statute 553.721	Building Inspection	1.5% of permit fees, minimum \$2.00
Surcharge Fla. Statute 468.631	Building Inspection	1.5% of permit fees, minimum \$2.00

BID PROPOSAL

PROJECT IDENTIFICATION

Project Name: McNair Community Center Parking Improvements for ADA Compliance

Bid Number: E-48-15

THIS BID IS SUBMITTED TO

OWNER: City of Pompano Beach, Florida

Address: 1190 N. E. 3rd Avenue, Building C, Pompano Beach, Florida 33060

BIDDER-COMPANY NAME

Name: _____

Address: _____

NAME OF PERSON TO CONTACT FOR ADDITIONAL INFORMATION ON THIS BID

Name & Title: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Date: _____

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for ninety (90) Days after the Bid Opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- A. BIDDER has examined copies of all the bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- C. BIDDER has studied carefully all reports and drawings of physical conditions which are identified in the bid.
- D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (C) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- E. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing site conditions and assumes responsibility for such. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said site are or will be required by Bidder in order to perform and furnish the Work at Work Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents.
- F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- G. BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder.
- H. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or

corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidding or over OWNER.

4. BIDDER agrees that the construction of the Project will be substantially complete within ____ calendar days after the date when the Contract Time commences to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment within ____ calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

5. BIDDER agrees that all Federal, State and local sales and use taxes are included in the stated bid prices for the Work.
6. BIDDER further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit prices (if applicable) represent a true measure of the labor, materials, equipment and any other incidentals required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

7. **BID PROPOSAL**

For the following, furnish all tools, materials, labor and any other incidentals required for the construction of sidewalk, handrail, and permanent signage and striping improvements, according to the “plans” and “spec” attachments, and as specified herein:

(The rest of the page has been left blank intentionally.)

No.	Description	Qty	Unit	Unit Price	Total
1	MOBILIZATION	1	LS		\$ _____
2	DEMOLITION	1	LS		\$ _____
3	TREE PROTECTION	2	EA	\$ _____	\$ _____
4	SIDEWALK	900	SF	\$ _____	\$ _____
5	ASPHALT	150	SF	\$ _____	\$ _____
6	CURBING	130	LF	\$ _____	\$ _____
7	HC RAMPS	2	EA	\$ _____	\$ _____
8	SIGNING & STRIPING	1	LS		\$ _____
9	HANDRAIL	60	LF	\$ _____	\$ _____
10	INDEMNIFICATION	1	LS		\$ 10.00
11	PERMIT FEES	1	LS		\$ 2,000.00
12	CONTINGENCY	1	LS		\$ 3,000.00
Grand Total					\$ _____

8. The above includes all the necessary excavation, backfill, grading, restoration, and removal of materials attendant upon the construction of the work, complete in place, and the disposal of all excess materials, and the final cleaning up of the work.

DATE _____ BIDDER: _____
(Corporation Name) (Partnership Name) (Trade Name)

BY: _____
Name & Title of Signer

Manual Signature

Company Name: _____

Company Address: _____

(Zip) _____

Telephone #: (_____) _____

Facsimile #: (_____) _____

Federal I.D. # _____

State of Florida Contractor's license # _____

Broward County Certificate of Competency #: _____

Expiration Date: _____

9. At the preconstruction conference, the BIDDER shall submit a complete detailed schedule of shop drawing submittals which will show lead time for:

- Date of Planned submittal.
- Date of anticipated receipt of review (usually three weeks after submittal).
- Delivery lead time.
- Anticipated installation date.

10. Qualifications Of Bidders

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as may be called for below (or in SUPPLEMENTARY CONDITIONS). Each Bid must contain evidence of Bidder's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

10.1 How many years has your organization been in business as a General Contractor?

10.2 What is the last project of this nature that you have completed?

10.3 Have you ever failed to complete work awarded to you? If Yes, where and why?

10.4 List all work performed over the last year.

Project Name _____

Owner's Name _____

Owner's Address _____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

(Attach additional information as required)

10.5 List all work of similar type, complexity, and comparable value over the past five (5) years and the nature of work performed. (Attach additional information on separate sheet)

Project Name _____

Owner's Name _____

Owner's Address _____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

10.6 The following are names as three (3) individuals or corporations for which you have performed work of this nature and to which you list as references, excluding the City of Pompano Beach.

<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>	<u>CONTACT PERSON</u>
-------------	----------------	------------------	-----------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

10.7 Have you personally inspected the proposed work and have you a complete plan for it performance?

10.8 Will you sub-contract any part of this work? _____ Yes _____ No

If Yes, list all proposed subcontractors to be used on this project if the Bidder is awarded the Contract for this project. The successful Bidder shall submit a COMPLETE list of any work that he proposes to subcontract and the proposed subcontractors prior to execution of the contract.

<u>CLASSIFICATION OF WORK</u>	<u>NAME AND ADDRESS OF SUBCONTRACTOR</u>
-----------------------------------	--

_____	_____
_____	_____
_____	_____
_____	_____

(Submit any additional contractors to be used on a separate sheet.)

10.9 The following information shall be provided for this project:

(a) Estimated total construction manhours _____

(b) Percent manhours to be performed by Contractor's permanent staff _____

(c) Percent manhours to be performed by direct hire employees _____

(d) Percent manhours to be performed by Subcontractors _____

11. Equipment

11.0 What equipment do you own that is available for the proposed work?

11.1 What equipment will you rent for the proposed work?

11.2 What equipment will you purchase for the proposed work?

12. Conflict Of Interest

For purposes of determining any possible conflicts of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business.

Indicate either "yes" (a City employee is also associated with your business), or "no". If yes, give person(s) names and position(s) with your business.

Yes _____ Name(s) and Position(s) _____

No _____

(Note: If answer is "yes", you must file a statement with the supervisor of Elections, pursuant to Florida Statutes 112.313).

13. If the BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as

Business address:

Phone No.:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address:

Phone No.:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to sign)

(Title)

(Corporate Seal)

Attest

(Secretary)

Business address:

Phone No.:

A Joint Venture

By

(Name)

(Address)

By

(Name)

(Address)

(Each joint venturer must sign. The name for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

TO BE RETURNED WITH BID

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Florida Statutes, Section 287.087. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which 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 bids 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 such 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 an 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 this statement, I certify that his firm complies with the above requirements.

CONTRACTOR'S SIGNATURE

CONTRACTOR'S PRINTED NAME

Date: _____

IN WITNESS WHEREOF, the said _____,
as Principal herein, has caused these presents to be signed in the name by its _____
_____ and attested by its _____ under its corporate seal,
and the said _____
_____ as Surety herein, has caused these presents to be signed in its name by
its _____
under its corporate seal, this _____ day of _____ A.D. _____ (year)

Signed, sealed and delivered in
the presence of:

_____ As to Principal

Principal -

By: _____

Surety
By: _____

Attorney-in-Fact
(Power-of-Attorney to be attached)

By: _____
Resident Agent

END OF SECTION

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____
in the year _____ by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter call
OWNER) and _____
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

The project consist of the furnishing of all labor, equipment and materials for:

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: (Bid Name) _____.

Article 2. ENGINEER

The Project has been designed by _____ who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

The Work will be substantially completed within _____ days from the date the Contract Time commences to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within _____ days from the date the Contract Time commences to run.

Article 4. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3, above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. They also recognize the delays, expense and difficulties involved in the proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred and 00/100 dollars (\$200.00) for each day that expires after the time specified in Article 3 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER one hundred and 00/100 (\$100.00) for each day that expires after the time specified in Article 3 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

Article 5. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

See BID PROPOSAL attached from bid/contract documents.

Article 6. PAYMENT PROCEDURES

6.1 CONTRACTOR shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in the GENERAL CONDITIONS.

6.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

6.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and such amounts as ENGINEER shall determine, or OWNER may withhold, accordance with the GENERAL CONDITIONS.

10% of Work completed will be withheld by OWNER as retainage.

6.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the GENERAL CONDITIONS.

6.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said GENERAL CONDITIONS.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract documents,

Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the bid, and accepts the determination set forth in the bid of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to reply.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to or to supplement physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, or investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement.
- 8.2 Exhibits to this Agreement.
- 8.3 Performance and other Bonds, identified as exhibits Performance and Payment Bond.
- 8.4 Notice of Award.
- 8.5 GENERAL CONDITIONS.
- 8.6 SUPPLEMENTARY CONDITIONS.
- 8.7 Specifications bearing the title (Bid Name _____) consisting of (# of sections ____) and (_____) pages, as listed in table of contents thereof.
- 8.8 Drawings, consisting of a cover sheet and sheets numbered (____) through (____) inclusive with each sheet bearing the following general title:

(Bid Name) _____
- 8.9 Addenda numbers _____ to _____, inclusive.
- 8.10 Contractor's Bid pages.
- 8.11 Contractor's Sworn Statement on Drug-Free Workplace Section 287.087, Florida Statutes, on Drug-Free Workplace and consisting of one (1) page.
- 8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (Pages _____ to _____, inclusive).
- 8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.
- 8.14 The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8.
- 8.15 The insurance certificate detailing terms and provisions of coverage as required by the bid and approved by the City of Pompano Beach Risk Manager.

The Contract Documents may only be amended, modified or supplemented as provided in the GENERAL CONDITIONS.

Article 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in the GENERAL CONDITIONS will have the meanings indicated in the GENERAL CONDITIONS.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Dennis W. Beach, City Manager

Attest:

Asceleta Hammond, City Clerk

(SEAL)

Approved as to form:

Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

CONTRACTOR

(Print name of company)

Witnesses:

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF }
 } ss:
COUNTY OF }

On this _____ day of _____, _____, before me personally came and appeared _____, to me

known to me to be the person described in and who executed the foregoing contract and acknowledged that he executed the same.

Witness my hand and official notarial seal at _____
_____ the day and year above written.

Notary Public

My Commission Expires: _____

General Conditions of the Contract

ARTICLE 1. DEFINITIONS.

- 1.01 **The Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Plans, Specifications, and all modifications issued after execution of the Contract.
- 1.02 **The Owner, the Contractor, and the Project Consultant:** are those mentioned as such in the Contract Documents.
- 1.02.01 **Owner:** The City of Pompano Beach, Florida, (also referred to as the "City").
- 1.02.02 **Contractor:** The "party of the second part" to the Contract. The person, firm or corporation with whom a contract has been made with the Owner for the performance of the Work defined by the Contract Documents.
- 1.02.03 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design and Contract Documents for the Work of this Project and provide Construction Contract Administration as described in the Contract Documents.
- 1.03 **City Engineer:** City Engineer of the City of Pompano Beach, Florida.
- 1.04 **Final Completion:** Means that date subsequent to the date of Substantial Completion at which time the Contractor has completed all of the Work (or designated portion thereof) in accordance with the Contract Documents as certified by the Project Consultant and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the Work, have inspected, approved and certified the Work.
- 1.06 **Inspector:** An employee(s) of The City of Pompano Beach, Florida, referred to hereinafter as the "Inspector," who(m) is/are assigned by the City Engineer to periodically inspect the Project during the construction process, and who assist(s) the City Engineer in reviewing field performance and its compliance with the Contract Documents.
- 1.06.01 **Resident Inspector:** An employee or subconsultant of the **Project Consultant** employed to perform either periodic or full-time specific inspection duties.
- 1.07 **Other Contractors:** Any person, firm or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion of the Work covered by the Contract.
- 1.08 **Owner's Representative:** The City Official who has been delegated responsibility by the City Manager to act as the City's project coordinator. (In most cases, the City Engineer shall be assigned this duty.)
- 1.09 **Phase:** A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be designated for completion by the Owner's own forces, or by Other Contractors.
- 1.10 **The Project:** The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.
- 1.11 **Punch List:** A list of items of work required to render complete, satisfactory, and acceptable the construction services provided for in the Contract Documents and created pursuant to Florida Statute 218.735(7)(a).

- 1.12 **Subcontractor:** A person or entity other than a materialman or laborer who enters into a Contract with Contractor for the performance of any part of Contractor's Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 1.13 **Sub-subcontractor:** A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.
- 1.14 **Submittals:** Are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications, periodic and final "as-builts", surveys, videos and other types of information described in the specifications.
- 1.15 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which, as certified in writing by the Project Consultant, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.
- 1.16 **Subconsultant:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Project Consultant to furnish professional services in support of the Project Consultants agreement with the Owner.
- 1.17 **Superintendent:** The executive representative for the Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant and capable of superintending the work efficiently.
- 1.18 **Work:** The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- 1.19 **Written Notice:** Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to him who gives notice. Electronic, FAX or other telephonic transmission shall not be considered as written notice.

ARTICLE 2. THE WORK.

- 2.01 The Contractor shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.
- 2.02 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.
- 2.03 The Contractor represents and warrants to the Owner that:

- 2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;
- 2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;
- 2.03.03 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;
- 2.03.04 It is fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Contractor" in the Construction Contract, and is legally permitted to perform all the work set forth in this Construction Contract.
- 2.03.05 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines, as well as site ingress and egress. The Contractor acknowledges receipt and has reviewed the site geotechnical report provided for the Owner.
- 2.03.06 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.

- 3.01 The Contractor represents that:
 - 3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.
 - 3.01.02 All construction materials, labor, methods, means, techniques, sequences and procedures required to carry out the Work, all safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.
 - 3.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.
 - 3.01.04 The Contract Time is adequate for the performance of the Work.
- 3.02 The Contractor is responsible for all means, methods, techniques and sequencing of construction.
- 3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owner prior to proceeding with the specific portion of the Work.

ARTICLE 4. INTENT AND INTERPRETATION.

- 4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:
 - 4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project

Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.

- 4.01.02 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- 4.01.03 The intent of the Contract Documents is to include all labor, materials, equipment services and transportation necessary for the proper execution of the Work. The Contractor shall continually refer to drawing, specifications and other Contract Documents in this regard.
- 4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.
- 4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.
- 4.02.01 The Project Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.
- 4.02.03 In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor, and shall not show partiality to either.

ARTICLE 5. OWNERSHIP OF THE CONTRACT DOCUMENTS WHICH MAKE UP THE CONTRACT

- 5.01 Subject to any rights the Project Consultant may have, the Contract Documents and each of them, as well as any other documents, intellectual property, software, computer-assisted material or disks relating to or regarding the Work, shall be and remain the property of the Owner. This shall be the case even if prepared, created or provided by the Project Consultant, Contractor, Subcontractor or others.
- 5.02 The Contractor shall have the right to keep copies of same upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of same on other projects without the Owner's prior written authorization.
- 5.03 The Contractor agrees to provide any and all items referred to in this Paragraph to Owner upon demand by Owner. In the event Contractor fails to provide same to Owner as demanded, Contractor acknowledges that the Owner will need same and will be irreparably harmed and be subject to an injunction to provide same.

ARTICLE 6. TEMPORARY UTILITIES.

- 6.01 **Water For Execution of the Work:** The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.02 **Electrical Energy:** The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.03 **Temporary Sanitary Facilities And Sewers:**

- 6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.
- 6.03.02 No nuisance will be permitted.
- 6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.
- 6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

ARTICLE 7. PROGRESS.

- 7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required in Article 10 below, as a condition precedent to payment(s).
- 7.01.01 Such schedule shall be in a form acceptable to the Owner.
- 7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.
- 7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.
- 7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.
- 7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.
- 7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.
- 7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.
- 7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.
- 7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.
- 7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:
 - 7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or

- 7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

ARTICLE 8. EXPEDITING

- 8.01 The Work, equipment and material provided under this Contract may be subject to expediting by Owner.
- 8.02 Owner shall be allowed reasonable access to the shops, factories and other places of business of the Contractor and/or Subcontractors for expediting purposes.
- 8.03 As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting, and Contractor shall cooperate with Owner and require Subcontractors to cooperate with Owner in such expediting.
- 8.04 Any expediting performance by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be provided under the Contract Document.

ARTICLE 9. COMPLETION

- 9.01 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.01.01 For a Project with an estimated cost of less than \$10 million, the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.01.02 For a Project with an estimated cost of \$10 million or more, the Punch List shall be completed within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.02 For a Project involving the construction of more than one building or structure, or involving a multiphased project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.
- 9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.
- 9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete the outstanding item.
- 9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for remaining retainage.

ARTICLE 10. CONTRACT PAYMENTS

- 10.01 Schedule of Values:

- 10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.
- 10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.
- 10.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.
- 10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. Contractor's failure to comply with this provision shall be grounds for Owner to terminate Contractor, as provided for elsewhere herein.
- 10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.
- 10.02.01 On or before the 15th day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.
- 10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both.
- 10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.
- 10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.
- 10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:
- a. Within ten (10) days review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.
 - b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.
- 10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.
- 10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- 10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be timely paid.
- 10.02.09 The Contractor may submit a corrected Application for Payment which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.

- 10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.
- 10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.
- 10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.
- 10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.
- 10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.
- 10.02.15 Furthermore, the Contractor warrants and represent that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.
- 10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.
- 10.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.
- 10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR

- 11.01 The Owner may withhold as retainage ten (10) percent of the payment owed to the Contractor until fifty-percent (50%) completion of the Project. After fifty-percent (50%) completion is reached, the Owner will reduce the amount of retainage withheld from each subsequent progress payment to five percent.
- 11.01.01 Fifty-percent (50%) completion shall be defined in the Contract Documents. If not defined, fifty-percent (50%) completion shall be the point at which the Owner has expended fifty-percent (50%) of the total cost of the construction services purchased with all costs associated with existing change orders and any other additions or modifications to the construction services provided for in the Contract Documents.
- 11.01.02 After fifty-percent (50%) completion of the Project, the Contractor may present to the Owner an Application for Payment of up to one-half of the retainage retained by the Owner prior to the fifty-percent completion date. The Owner shall promptly make such payment unless the Owner has grounds for withholding the payment retainage as provided herein.

- 11.02 If the City pays the retainage amount upon the Contractor's request which is attributable to the labor, services, or materials supplied by one or more contractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors or suppliers.
- 11.03 Regardless of the provisions in this Article, in no event shall the Owner be required to pay or release any amounts that are the subject of a good faith dispute, a claim brought pursuant to Fla. Stat. § 255.05, or otherwise the subject of a claim or demand by the Owner.
- 11.04 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:
 - 11.04.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;
 - 11.04.02 Liquidated Damages as set forth in this Contract;
 - 11.04.03 Defective Work unremedied;
 - 11.04.04 Punch-List items unremedied;
 - 11.04.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;
 - 11.04.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;
 - 11.04.07 Failure to comply with any and all insurance requirements;
 - 11.04.08 Failure of the Contractor to make payment properly to Subcontractors or others;
 - 11.04.09 Damage to the Owner or another contractor;
 - 11.04.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;
 - 11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;
 - 11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.

- 12.01 If within thirty (30) days of the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice of its intent to cease work to the Owner.

ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.

- 13.01 The Owner shall furnish to the Contractor, prior to the execution of the Contract, any and all written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.

13.02 The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

ARTICLE 14. LICENSES AND PERMITS.

14.01 All licenses and permits necessary to commence and prosecute the Work to completion shall be procured and paid for by the Contractor, unless expressly provided for elsewhere in the Contract Documents.

14.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

ARTICLE 15. CEASE AND DESIST ORDER.

15.01 In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing the Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.

15.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner.

15.03 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

ARTICLE 16. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR.

16.01 The Contractor shall perform the Work in accordance with the Contract Documents.

16.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

16.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.

16.04 Unless expressly provided for elsewhere in the Contract Documents, the Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.

16.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.

16.06 Record Keeping on Site:

16.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.

16.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.

16.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.

16.07 Shop Drawings And Other Submittals:

- 16.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work of the various trades.
- 16.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.
- 16.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.
- 16.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.
- 16.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.
- 16.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.
- 16.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.
- 16.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.
- 16.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.
- 16.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

ARTICLE 17. SUBCONTRACTS.

- 17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.
- 17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:
 - 17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.
 - 17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.
 - 17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.
 - 17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.

- 17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.
- 17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.
- 17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.
- 17.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.
- 17.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.

ARTICLE 18. CONTRACTOR'S SUPERINTENDENT

- 18.01 Before starting the Work, Contractor shall designate an English speaking, competent, authorized representative (hereinafter Superintendent), acceptable to the Owner, to represent and act for the Contractor. The Contractor shall:
- 18.01.01 Inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitation on such authority.
- 18.01.02 Keep the Owner informed of any subsequent changes in the foregoing.
- 18.02 The Superintendent shall be present (or be temporarily represented by a person familiar with the project work activities and schedule) at the site of the Work at all times when the Work is actually in progress.
- 18.04 All notices, determinations, instructions and other communications given to the Contractor's Superintendent shall be binding upon the Contractor.
- 18.05 The Superintendent shall maintain a daily log/report which shall include at least the following information: weather conditions; trades at site; manpower totals by trade; heavy equipment in use; activities in progress; and inspections at site. Copies of the daily entries shall be provided to the Owner once per month, or as required elsewhere in the Contract Documents.

ARTICLE 19. COOPERATION WITH OTHERS.

- 19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.
- 19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

ARTICLE 20. SITE CONDITIONS.

- 20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.
- 20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.
- 20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the Work Contractor encounters an underground utility facility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. Project Consultant and Owner shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to Project Consultant for determination. Should Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Project Consultant shall so notify Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Project Consultant as the date of substantial completion.

ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.

- 21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.
- 21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.
- 21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.
- 21.02 Contractor shall comply with all applicable laws and regulations.

- 21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.
- 21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.
- 21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be construed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- 21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

ARTICLE 22. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT.

- 22.01 Contractor shall be responsible for and shall bear any and all risks of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract.
- 22.02 Permanent openings for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the Work will be delivered to the Owner in proper, whole and unblemished condition.

ARTICLE 23. ADMINISTRATION OF THE CONTRACT.

- 23.01 The Project Consultant will provide Administration of the Contract.
- 23.01.01 For those projects for which the City Engineer serves as the Project Consultant, all references to the Project Consultant shall be considered to be the City Engineer.
- 23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.
- 23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.
- 23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.
- 23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.
- 23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.
- 23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.

- 23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.
- 23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in the Professional Services Agreement between the City of Pompano Beach, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.

ARTICLE 24. MATERIALS.

- 24.01 The Contractor shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the Work or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the Work or for obvious economic benefits accruable to the Owner.
- 24.01.01 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the Work.
- 24.01.02 Proposed substitutions must be submitted for consideration from the Contractor to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Contractor's efforts to obtain the originally specified materials including documentary evidence from the original materials' manufacturer that such materials are not available.
- 24.01.03 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.
- 24.01.04 All additional costs incurred by the Owner as the result of any substitution will be the direct responsibility of and borne by the Contractor.
- 24.02 The Contractor shall make written request to the Project Consultant for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.
- 24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

ARTICLE 25. STORED MATERIALS.

- 25.01 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.
- 25.01.01 Contractor is not entitled to payment for same except for those materials which in Owner's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.
- 25.01.02 The storage facilities and methods of storing shall meet Owner's approval and shall be in accordance with manufacturer's recommendations, or Owner will not be obligated to pay for same.
- 25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.
- 25.01.04 Owner may at its discretion require material to be stored in an air-conditioned location.

- 25.02 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:
- 25.02.01 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.
- 25.02.02 Evidence that proper storage security is provided.
- 25.02.03 The Owner is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.
- 25.02.04 The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases Owner from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including Owner's alleged negligence, regardless of whether the Owner has paid for said Stored Materials.
- 25.03 Once any Stored Material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Project or upon subsequent written approval by Owner.
- 25.04 No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the Owner.
- 25.05 It is further agreed between the parties that the transfer of title and the Owner's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.
- 25.06 The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.
- 25.07 In the event stored materials which Owner is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment..

ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

- 26.01 All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.
- 26.01.01 Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.
- 26.01.02 The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board.

- 26.01.03 Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the Work as Owner in its discretion desires.
- 26.01.04 Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.
- 26.01.05 In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.
- 26.02 If any Work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.
- 26.03 If any material, equipment or workmanship is determined by Owner, City Engineer, Project Consultant or Inspector either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner, City Engineer, Project Consultant or Inspector will notify Contractor in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Contractor for same. Thereupon, Contractor shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the Work by making the same comply strictly with all requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment or portions of the Work.
- 26.04 Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

ARTICLE 27. WARRANTY.

- 27.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner and Project Consultant.
- 27.02 Unless otherwise provided in the Contract Documents, Contractor warrants all Work, equipment, materials and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and workmanlike, first class and free from defects for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract Documents in which case the longer periods of time shall prevail) from and after Final Completion of the Work under the Contract Documents, regardless of whether the same were provided or performed by Contractor or by any Subcontractor.
- 27.03 Contractor's warranty with respect to latent defects shall be in accordance with Chapter 95, Florida Statutes, and other applicable provisions of State law.
- 27.04 In the event of damage or injury to persons or property or other consequential or resultant damages result from Contractor's breach of any warranties, then the Contractor will be responsible for same.

ARTICLE 28. OFFICE SPACE FOR THE OWNER'S PERSONNEL.

- 28.01 The Contractor shall provide, at Contractor's expense, for the duration of the Work, a suitable lockable office for any Owner designated personnel.

ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.

- 29.01 A marked up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents, and properly labeled as "Project Record Documents."
- 29.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.
- 29.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.
- 29.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

ARTICLE 30. SALVAGE.

- 30.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling or altering any existing facilities on this site shall be the property of the Owner; and this material shall be piled or stacked on the site if the Owner desires this material.
- 30.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

ARTICLE 31. CLAIMS BY THE CONTRACTOR.

- 31.01 Although Contractor acknowledges the No Damage for Delay clause set forth in Article 6 of the Agreement between Owner and Contractor, in the event the Contractor is entitled to assert any other claim against Owner for any reason, claims by the Contractor against the Owner (except for claims asserted under Article 20 which are treated as set forth therein), are subject to the following terms and conditions:
- 31.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner, c/o the City Engineer, and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;
- 31.01.02 The Contractor shall continue diligently with its performance hereunder regardless of the existence of any claims submitted by the Contractor;
- 31.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 31.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;
- 31.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

ARTICLE 32. CHANGE ORDERS.

- 32.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.
- 32.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:
- 32.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;
- 32.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:
- a. By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price or time being set forth in Change Order in accordance with Article 32.02.08 below, and (b) the execution of the Change Order; or,
 - b. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost Plus Price basis (as set forth in Article 32.02.08 below) by determining the "total actual costs" (in accordance with Article 32.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of Work required by the change.
- 32.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.
- 32.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto, and that the penal sums of the performance and payment bonds furnished by Contractor and Surety are adjusted coextensively with the amount of the Change Order.
- 32.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.
- 32.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.
- 32.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 32.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.

- 32.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined under one or more of the following procedures before a written Change Order is issued.
- a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.
 - b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for **COST PLUS PRICE**, subparagraph (c.) below.
 - c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 32.02.09 below, plus an added percentage, all determined as follows:

OVERHEAD AND PROFIT:

JOB SITE OVERHEAD, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for, by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 34.08.09(a) below) and labor costs (as defined under Article 34.08.09(b) below), and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead, expenses or costs.

PROFIT, may then be added by the subcontractor to the above material costs and labor costs, including the JOB SITE OVERHEAD allowance, at the rate of 10% of the sum of those costs.

JOB SITE OVERHEAD, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of his subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 32.08.09(a) below) and labor costs (as defined under Article 32.08.09(b) below) and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the JOB-SITE OVERHEAD allowance, at the rate of five percent (5%) of the sum of those costs.

- d. **BOND ALLOWANCE**, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change, (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.

32.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:

- a. Material costs actually recorded by the Contractor and/or subcontractors as they are delivered to the site and as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.
- b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra Work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.

- c. Rentals for special equipment or machinery such as power driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economical performance of the Work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.
- 32.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Owner, City Engineer or Project Consultant will issue a Construction Change Directive to Contractor providing for the scope of work to be performed and the payment therefore based on 32.02.09 above. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.
- 32.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation specified elsewhere in the Contract Documents, including a Construction Change Directive.
- 32.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.
- 32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The City of Pompano Beach, Florida under its General Services Manual, the rules of which are incorporated below:
- A. The City Manager is authorized to approve change orders up to the cumulative total of 10 percent of the original construction contract amount, not to exceed \$10,000 in the aggregate.
 - B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 32.04A above, all subsequent change orders will require prior City Commission approval, except in emergency cases as declared by the City Manager, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.
 - C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by City Commission action at the next regular meeting of the City Commission.

ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

- 33.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.
- 33.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.
- 33.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.
- 33.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twenty-four (24) months following final completion upon written direction from the Owner.

- 33.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.
- 33.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.
- 33.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.

- 34.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all Work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.
- 34.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.
- 34.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.
- 34.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and man hours lost due to injuries.
- 34.05 Contractor shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.
- 34.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.
- 34.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.
- 34.08 Safety Precautions and Programs:
- 34.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- 34.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.
- 34.08.03 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).
- 34.09 Safety of Persons and Property
- 34.09.01 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- a. Employees on the Work and other persons who may be affected thereby;

- b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 34.09.02 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.
- a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.
 - b. The Contractor shall prominently post and maintain on the jobsite:
 - 1) OSHA 200: Log and summary of occupational injuries and illnesses.
 - 2) OSHA 2203: Provisions of the Act poster.
- 34.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:
- a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.
 - b. Holding weekly safety meetings with employees and Subcontractors.
 - c. Implementing OSHA Voluntary Protection Programs.
 - d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.
 - e. Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.
 - f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
 - g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.
- 34.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 34.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.
- 34.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

- 34.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force.
- 34.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

ARTICLE 35. ROYALTIES AND PATENTS.

- 35.01 The Contractor shall pay all royalties and license fees.
- 35.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.
- 35.03 Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.
- 35.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.
- 35.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of \$1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

ARTICLE 36. TAXES.

- 36.01 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract.
- 36.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. Contractor shall make any and all payroll deductions as required by law.
- 36.03 Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

ARTICLE 37. INDEMNITY AND HOLD HARMLESS.

- 37.01 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents and employees and each of them hereinafter collectively referred to as the Owner, from and against any and all judgments, demands, claims, causes of action, liability, expenses, losses, costs, fines, and damages (including reasonable attorney's fees and expert's fees) of every kind and character brought against the Owner by any person,

party or entity of any kind or nature whatsoever arising out of, incident to, relating or regarding the Contractor's performance under this Agreement, the condition of the premises, and/or the Contractor's acts of omission or commission.

- 37.02 Contractor, however, shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which a Court of competent jurisdiction determines as being attributed to the negligence of Owner, its respective agents, servants, employees or officers.
- 37.03 Said indemnifications by Contractor shall be extended to include all "Subcontractors", deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of the Contractor.
- 37.04 Contractor recognized the broad nature of this indemnifications and hold harmless clause and voluntarily makes this covenant and expressly acknowledge the receipt of Ten (\$10.00) Dollars, which payment is incorporated into the Contract Sum, and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida.
- 37.05 This clause shall survive termination of this Agreement and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Bid Documentation or Specifications.

ARTICLE 38. TERMINATION BY THE CONTRACTOR.

- 38.01 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 30 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Consultant.
- 38.02 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to the terms and conditions of this Contract.

ARTICLE 39. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE.

- 39.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;
- 39.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:
 - 39.02.01 Demobilization and remobilization, including such costs paid to subcontractors;
 - 39.02.02 Preserving and protecting Work in place;
 - 39.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;
 - 39.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

ARTICLE 40. TERMINATION BY THE OWNER.

- 40.01 The Owner may, at the Owner's option, for any reason and at any time terminate for convenience, any work under this Contract, in whole or, from time to time, in part, in accordance with the following terms and conditions:
- 40.02 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.
 - 40.02.01 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.

- 40.02.02 The Contractor shall also terminate outstanding orders and subcontracts.
- 40.02.03 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.
- 40.02.04 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.
- 40.02.05 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- 40.02.06 When terminated for convenience, the Contractor shall be compensated as follows:
- a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.
 - b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
 - c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
 1. Contract prices for labor, materials, equipment and other services accepted under this Contract;
 2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 3. Reasonable costs of settling and paying legitimate claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.
 4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.
- 40.03 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:
- 40.03.01 If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor for cause upon seven (7) day written notice and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.
- 40.03.02 In such case, the Contractor shall not be paid further until the Work is complete.
- 40.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the

Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 40.02 shall apply.

ARTICLE 41. CONTRACTOR'S INSURANCE

- 41.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.
- 41.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.
- 41.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.
- 41.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with \$1,000,000 per occurrence, \$2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.
- 41.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.
- 41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.
- 41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.
- 41.07 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss

or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.

- 41.08 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
- 41.09 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.
- 41.10 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.
- 41.11 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND

- 42.01 For a Project with an estimated cost of \$200,000.00 or more, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as specifically required in the Contract Documents on the date of execution of the Contract.

ARTICLE 43. RIGHT TO AUDIT PROVISIONS

- 43.01 Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.
- 43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.
- 43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in

compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

- 43.04 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.
- 43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

ARTICLE 44. LAWS AND REGULATIONS

- 44.01 Contractor and its employees and representative shall at all times, comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time Work is performed pursuant to the Contract Documents.
- 44.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances or regulations not in existence at the time of signing this Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Contractor shall within fifteen (15) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Construction Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made at Owner's discretion.
- 44.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Contractor shall within fifteen (15) days of discovery of same report the same in writing to Owner who will issue such instructions as may be necessary.

ARTICLE 45. DISPUTE RESOLUTION.

- 45.01 The Owner and Contractor agree that, in the event of a dispute, the parties will attempt to resolve such dispute without litigation and that resolution through mediation procedures will be encouraged.
- 45.02 The existence of a dispute between the parties shall not be the basis of the Contractor unilaterally electing not to continue performance pursuant to the terms of the Contract Documents.

ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES.

- 46.01 The Construction Contract shall be governed by the laws of the State of Florida.
- 46.02 In the event either party institutes litigation regarding or relating to this Contract or for breach of any of its terms all litigation and appeals shall have venue in Broward County, Florida or in the U.S. District Court for the Southern District of Florida.
- 46.03 To the fullest extent permitted by law, Owner, Contractor, and Contractor's Surety do hereby each waive the right to trial by jury in any action or proceeding, including any counterclaims/crossclaims/third (or more remote) party complaints which may be brought by Owner, Contractor, or Surety, jointly and/or severally, arising out of or in any way related to this Construction Contract and/or attendant suretyship including, without limiting the generality thereof, any claim for damages resulting from any act or omission of Owner, Contractor, or Surety, jointly or severally, in any way connected with this Construction Contract.

ARTICLE 47. RIGHTS AND REMEDIES.

- 47.01 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.

- 48.01 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.
- 48.02 If requested by Owner the Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Project Consultant's determination that Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

ARTICLE 49. PUBLIC RECORDS.

- 49.01 The City of Pompano Beach is a 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 that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions 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;
 - c. 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
 - d. 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.
- 49.02 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 40.

SUPPLEMENTARY CONDITIONS

1. RELEVANT PROJECT EXPERIENCE

Bidders shall show specific project experience as a prime contractor for a minimum of three projects within the last three years of similar or greater complexity and construction cost. Reference contact information must be furnished for all ADA compliance projects claimed as relevant experience under this requirement including: Project Name and Number, the municipality or government agency for whom the project was done, total project cost, when the project commenced and was completed, project manager with phone number, whether or not there were any changes to the contract cost or time, a complete list of warranty items that required attention after the completion of the project.

SPECIFICATIONS

See Attachment "E-48-15 SPECS and PLANS"

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 THE REQUIREMENT

- A. The CONTRACTOR shall at all times maintain at the site of the project a record copy of:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications to the Contract.
 - 5. Approved Shop Drawings, Product Data and Samples.
 - 6. Field Test Records.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. All applicable sections of the Specifications.
- B. General conditions.

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in CONTRACTOR'S field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by CITY'S Representatives.

1.04 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by PROGRAM MANAGER.

1.05 RECORDING

Definition: The Project Record is the updated and revised plans and specifications, including a running account of all known revisions and changes made to the original plans

and specifications, complete with copies of any field sketches and clarifications, issued over the course of construction. The Project Record is the responsibility of the CONTRACTOR.

- A. The CONTRACTOR shall label each document, "PROJECT RECORD" in neat large printed letters, or by rubber stamp.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction:
 - 1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by Field Order or by Change Order.
 - 5. Details not on original Contract Drawings.
 - 6. The Record Drawing set shall show benchmark positions and their vertical values. Benchmarks are optional for Plan Views, but required for Profile Views.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
 - 2. Changes made by field order or by Change Order.

1.06 RECORD DRAWINGS

Definition: The Record Drawings are a revised set of drawing submitted by a contractor upon completion of a project. They reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the contract.

- A. The CONTRACTOR shall maintain full size (24"X 36") project record to reflect the "record" items of work as the work progresses. Upon completion of the work, the CONTRACTOR shall prepare a set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS). The record drawings will, in the greatest possible detail, reproduce the exact final conditions of the entire project. Including, but not limited to, final survey, utilities, architecture, structural, civil conditions, electrical, mechanical, paving, landscaping, irrigation, updating all details and all notes, parking, and any other plans related to a specific project. For the purpose of producing the final record drawings, based on the project record, the CONSULTANT will furnish one set of full size design drawings on reproducible material and an electronic file (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) to the CONTRACTOR on compact disk or any other electronic means.

Definition: Design drawings or construction drawings, are drawings that are subject to clarifications, but are complete with enough information (plan, sections, dimensions,

details, and notes, ect.) to enable the depicted item's construction or replication without additional information.

- B. At a minimum the project record shall be reviewed on the 20th working day of every third month, or more often, as deemed necessary by PROGRAM MANAGER, after the month in which the final Notice-to Proceed is given as well as on completion of WORK. Failure to maintain the project record up-to-date shall be grounds for withholding monthly progress payments until such time as the record drawings are brought up-to date.
- C. The project record shall be accessible to the CITY at all times during construction period.
- D. The cost of maintaining record changes, and preparation of the record drawings shall be included in the unit prices bid for the affected items. Upon completion of the WORK, the CONTRACTOR shall furnish the PROGRAM MANAGER the set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) Pay request quantities must match this same set of record drawings . The completed Record drawings shall be delivered to the PROGRAM MANAGER at least 48 hours prior to final inspection of the work. The Final Inspection will not be conducted unless the Record Drawings are in the possession of the PROGRAM MANGER.
- E. The completed (or final) record drawings shall be certified by a Professional Land Surveyor, a registered and licensed Architect, a registered and licensed Engineer, a registered and licensed Landscape Architect, registered in the State of Florida. This certification shall consist of the professional discipline official's embossed seal bearing the professional discipline official's registration number, signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number for all of the professional discipline officials.
- F. Representative items of work that should be shown on the record drawings as verified, changed or added are shown below:
 - 1. All deviations from condition shown in the Construction Documents including Change Orders, Field Orders and other varying conditions.
 - 2. Every utility (gas, telephone, power, water, force main, etc.) encountered and/or crossing drainage, water or sanitary sewer facilities (whether it is a conflict or has sufficient clearances) shall be located, both horizontally and vertically. The clearance between the facilities horizontal and vertical shall be noted. For instance, if a 2-inch gas main crosses over the top of a 6-inch potable water main, the bottom elevation of the gas main shall be noted and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the outside of the mains. It shall be the CONTRACTOR's responsibility to note these crossings on a daily basis and insure that this information is reflected on the Record Drawing plan set. Crossings will not require state plane coordinates.
 - 3. Pipelines that are "dead" or have been abandoned shall be located during construction and shall be annotated Record Drawing Plans.
 - 4. As-built survey drawings shall meet applicable minimum technical standards for land surveys as outlined in Section 61G17 of the Florida Administrative Code.

NOTE: For technical information on AutoCAD and GIS, please refer to the "Electronic As Built Requirements" located on the City Engineering Website.

http://pompanobeachfl.gov/pages/department_directory/public_works/engineering_division/engineering_division.html.php

PART 2 -PRODUCTS (Not Applicable)

PART 3 -EXECUTION (Not Applicable)

END OF SECTION -01720

QUASI-JUDICIAL

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/ Discussion Presentation

SHORT TITLE AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTY LYING WEST OF NE 18TH AVENUE AND NORTH OF EAST ATLANTIC BOULEVARD AND COMMONLY KNOWN AS 19 NE 18TH AVENUE FROM RD-1 (TWO-FAMILY RESIDENCE) TO RM-12 (MULTI-FAMILY RESIDENCE); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

This approximate 0.68 acre property is located at 19 NE 18th Avenue. The property is owned by Mucho Lucio Realty, LLC. This is a request to rezone the property from Two-Family Residence (RD-1) to Multi-Family Residence 12 (RM-12). The Land Use Designation for the parcel is Medium Residential (M) and therefore this request, if approved, will bring the Zoning District into conformance with the Land Use Designation. The applicant desires to use the property to expand the Child Care Facility currently operating on the adjacent property to the south, also owned by the applicant. The existing Child Care Facility will continue to provide the drop-off and parking for the Child Care Facility; and there will be no demonstrative changes to the existing single family lot or structure on the subject property. It will continue to look like a single family house. If this request is approved, the Applicant will have to apply for and receive a Special Exception approval for Child Care Facility. The Planning & Zoning Board recommended approval of this request in a 7-0 decision at the September 23, 2015 meeting.

- (1) Origin of request for this action: Mucho Lucio Realty, LLC
- (2) Primary staff contact: Robin M. Bird/ Maggie Barszewski Ext. 7921
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	09/10/15	Approval	Memo# 15-499 <i>[Signature]</i>
City Attorney	10/09/15 <i>[Signature]</i>	See Memo <i>[Signature]</i>	CAC# 2016-39 <i>[Signature]</i>

Planning and Zoning Board Approval Memo #15-068 (09/29/15)
 City Manager *[Signature]*

ACTION TAKEN BY COMMISSION:

Ordinance Workshop	Resolution	Consideration
1 st Reading <u>10/27/15</u> Approved	1 st Reading _____	Results: _____
2 nd Reading <u>11/10/15</u>	_____	_____
_____	_____	_____



City Attorney's Communication #2016-39
October 9, 2015

TO: Maggie Barszewski, AICP, Planner
FROM: Mark E. Berman, City Attorney
RE: Ordinance Rezoning – Mucho Lucio Realty / International Pre-School

As requested in your memorandum of October 5, 2015, Department of Development Services Memorandum #15-540, the following form of ordinance, relative to the above-referenced matter, has been prepared and is attached:

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTY LYING WEST OF NE 18TH AVENUE AND NORTH OF EAST ATLANTIC BOULEVARD AND COMMONLY KNOWN AS 19 NE 18TH AVENUE FROM RD-1 (TWO-FAMILY RESIDENCE) TO RM-12 (MULTI-FAMILY RESIDENCE); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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



MARK E. BERMAN

MEB/jrm
l:cor/dev-srv/2016-39

Attachment

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

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTY LYING WEST OF NE 18TH AVENUE AND NORTH OF EAST ATLANTIC BOULEVARD AND COMMONLY KNOWN AS 19 NE 18TH AVENUE FROM RD-1 (TWO-FAMILY RESIDENCE) TO RM-12 (MULTI-FAMILY RESIDENCE); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach, Florida; and

WHEREAS, in accordance with Section 155.2305.C, of the Pompano Beach Code of Ordinances, notice in accordance with said section has been mailed notifying residents within 500 feet of the subject property of two public hearings on this proposed Ordinance; and

WHEREAS, a public hearing before the City Commission was held pursuant to the aforesaid notice, at which hearing the parties in interest and all other citizens so desiring, had an opportunity to be, and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That the City Commission of the City of Pompano Beach, having considered the evidence and argument presented at the public hearing, finds:

SECTION 2. That the property more particularly described in Exhibit "A," attached hereto and made a part hereof ("Property), which Property is hereby rezoned from a present

zoning classification of RD-1 (Two-Family Residence) to RM-12 (Multi-Family Residence) as said zoning classification is defined by Chapter 155 of the Code of Ordinances of the City of Pompano Beach, Florida.

SECTION 3. That the Development Services Director is hereby directed to mark the zoning provided for in this Ordinance on the Official Zoning Map of the City of Pompano Beach.

SECTION 4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. This Ordinance shall become effective upon passage.

PASSED FIRST READING this ____ day of _____, 2015.

PASSED SECOND READING this ____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
10/12/15
l:ord/2016-17

Exhibit A

LEGAL DESCRIPTION:

LOTS 4,5,6, AND 7, BLOCK 10, PINEHURST, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 5, PAGE 13, OF THE PUBLIC RECORDS OF
BROWARD COUNTY FLORIDA.

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-068**

DATE: September 29, 2015
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: REZONING – Multiple-family Residence 12 (RM-12) from
Two-family Residence (RD-1)
19 NE 18 Avenue
P & Z #15-13000008 MuchoLucio Realty LLC / BB International Preschool

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on September 23rd, 2015, the Board considered the request by **BB INTERNATIONAL** on behalf of **MUCHOLUCIO REALTY LLC** requesting REZONING of the above referenced property.

As it is consistent with the goals, objectives, and policies of the Comprehensive Plan stated in Administrative Report 15-499, it is the unanimous recommendation of the Board that the REZONING request be approved.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 15-499

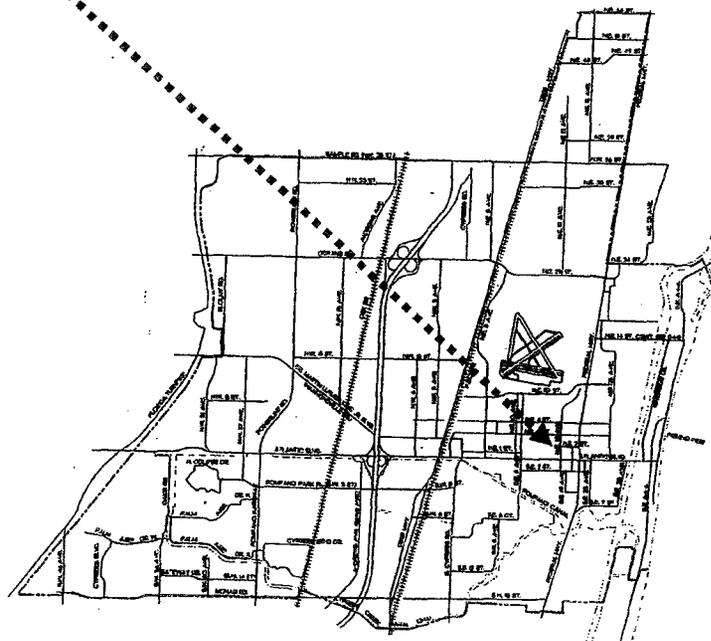
DATE: September 10, 2015
TO: Planning and Zoning Board
VIA: Robin M. Bird, Development Services Director *MB*
FROM: Maggie Barszewski, AICP, Planner *MB*
RE: Mucho Lucio Realty / International Pre school Rezoning
September 23, 2015 meeting

P&Z # 15-13000008

Request

This approximate 0.68 acre property is located at 19 NE 18th Avenue. The property is owned by Mucho Lucio Realty, LLC. This is a request to rezone the property from Two-Family Residence (RD-1) to Multi-Family Residence 12 (RM-12). The Land Use Designation for the parcel is Medium Residential (M) and therefore this request, if approved, will bring the Zoning District into conformance with the Land Use Designation. The applicant desires to use the property to expand the Child Care Facility currently operating on the adjacent property to the south, also owned by the applicant. The existing Child Care Facility will continue to provide the drop-off and parking for the Child Care Facility; and there will be no demonstrative changes to the existing single family lot or structure on the subject property. It will continue to look like a single family house. If this request is approved, the Applicant will have to apply for and receive a Special Exception approval for Child Care Facility.

19 NE 18th Avenue

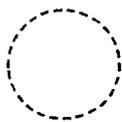


LEGEND

FOR LAND USE PLAN

Symbol Classification Units/ Acre

	Gross Residential Density
	Residential
E	Estate
L	Low
LM	Low- Medium
* M	Medium
MH	Medium-High
H	High
C	Commercial
CR	Commercial Recreation
I	Industrial
T	Transportation
U	Utilities
CF	Community Facilities
OR	Recreation & Open Space
W	Water
RAC	Regional Activity Center
	Boundaries
	City of Pompano Beach
13	Number



Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

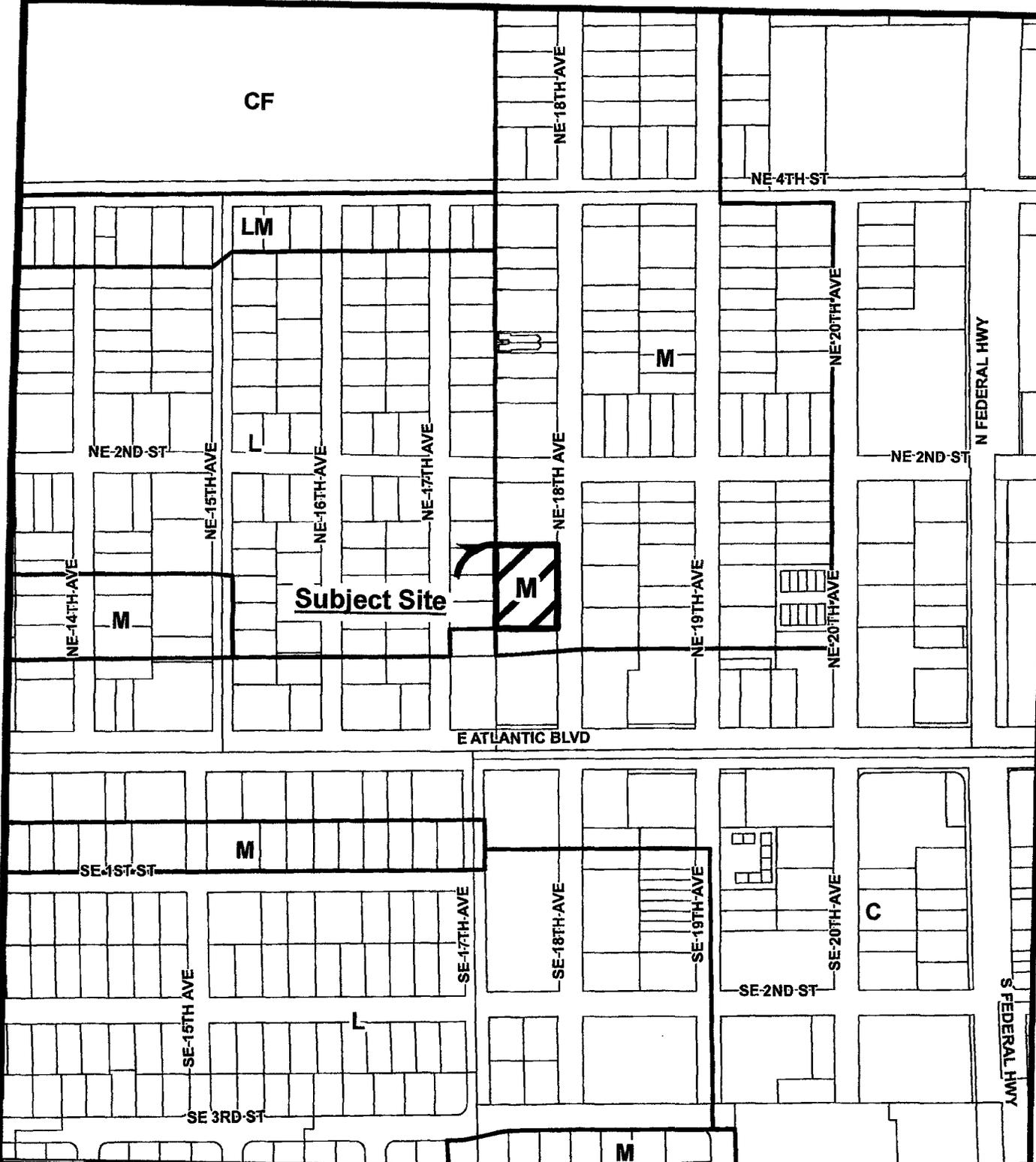
FOR ZONING MAP

Symbol District

	RS-1	One-Family Residence
	RS-2	One-Family Residence
	RS-3	One-Family Residence
	RS-4	One-Family Residence
*	RD-1	Two- Family Residence
>	RM-12	Multi-Family Residence
	RM-20	Multi-Family Residence
	RM-30	Multi-Family Residence
	RM-45	Multi-Family Residence
	RM-45/HR	Overlay
	RPUD	Residential Planned Unit Dev.
	AOD	Atlantic Boulevard Overlay District
	MH-12	Mobile Home Park
	B-1	Limited Business
	B-2	Neighborhood Business
	B-3	General Business
	B-4	Heavy Business
	RO	Residence Office
	M-1	Marina Business
	M-2	Marina Industrial
	I-1	General Industrial
	I-1X	Special Industrial
	O-IP	Office Industrial Park
	BP	Business Parking
	BSC	Planned Shopping Center
	PCI	Planned Commercial / Industrial Overlay
	PR	Parks & Recreation
	CR	Commerical Recreation
	CF	Community Facilities
	T	Transportation
	PU	Public Utility

*	Existing
>	Proposed

CITY OF POMPANO BEACH OFFICIAL LAND USE MAP



Subject Site

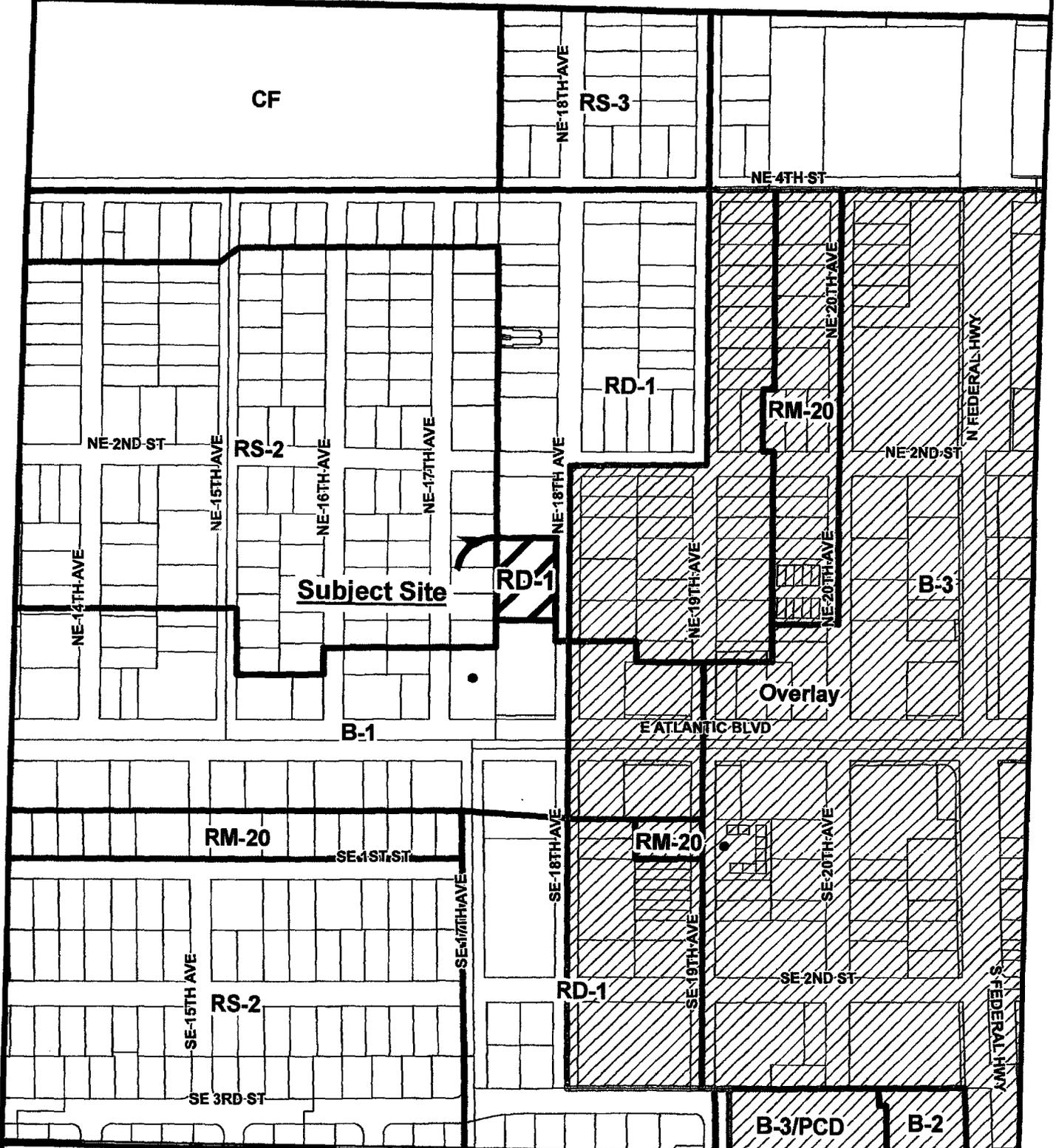
M

1 in = 333 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH OFFICIAL ZONING MAP



1 in = 333 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH AERIAL MAP

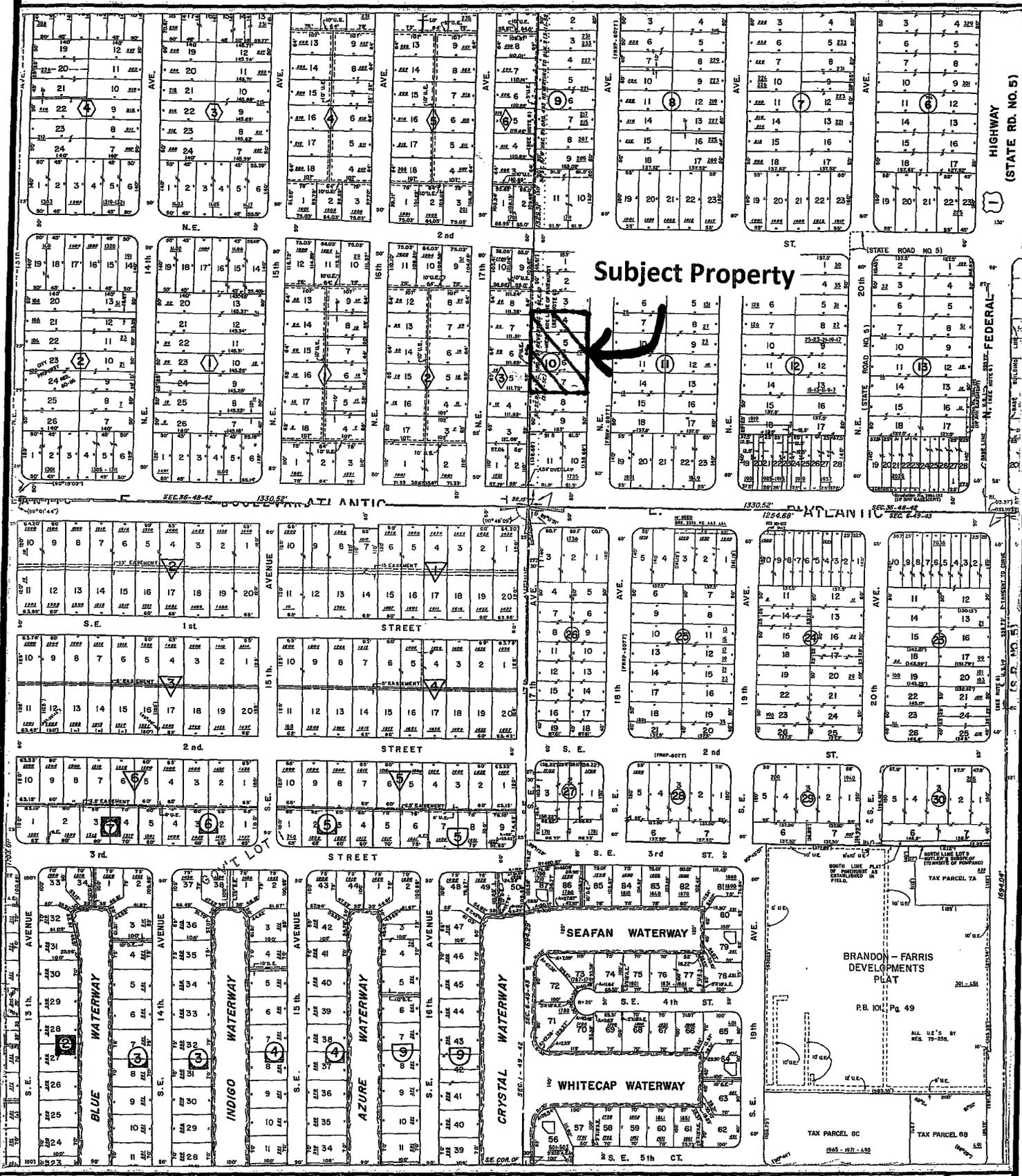


Subject Site

1 in = 333 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH PLAT MAP



Subject Property

HIGHWAY (STATE RD. NO. 5)

FEDERAL

HIGHWAY (STATE RD. NO. 5)

SCALE: NTS

NORTH

REVIEW & SUMMARY

- A. Pursuant to Section 157.31(A) [Major Review: Development Review Committee Report and Notice to Applicant], the Development Services Director has compiled the department comments from the August 19, 2015 Development Review (DRC) meeting which are summarized below:**

BSO Scott Longo
scott_longo@sheriff.org Review Complete No Comments 08/13/2015

ENGINEERING DEPARTMENT Bob Lawson
bob.lawson@copbfl.com Review Complete No Comments 08-14-15:
No comments.

WASTE MANAGEMENT
Matthew.Edge@copbfl.com Assigned

PLANNING Maggie Barszewski
maggie.barszewski@copbfl.com Review Complete No Comments No Comment

LANDSCAPE REVIEW
Matthew.Edge@copbfl.com Assigned

BUILDING DIVISION Sal Pravata
salvator.pravata@copbfl.com Review Complete Pending Development Order No comments at this time

FIRE DEPARTMENT Jim Galloway
jim.galloway@copbfl.com Review Complete Pending Development Order

CRA Lorri Hall
lorri.hall@copbfl.com Review Complete No Comments No in the CRA. No comments.

UTILITIES Nathaniel Watson
nathaniel.watson@copbfl.com Review Complete No Comments 8-17-2015
No review comments at this time as the rezoning request in addition to stated interior renovation and minor exterior façade desires has no attached civil plan submittal proposing City owned utility connections.

ZONING Maggie Barszewski
maggie.barszewski@copbfl.com Review Complete Pending Development Order A Unity of Title will be necessary since the applicant will be using the existing adjacent day care for drop-off & parking.

Also, in a future site plan review, the Applicant must address the artificial grass being used at the existing daycare.

B. Zoning Department staff submits the following factual information which is relevant to this rezoning request:

1. The rezoning was reviewed by DRC on August 19, 2015.
2. The property is located at 19 SE 18th Avenue.
3. The area to be rezoned is approximately 0.68 of an acre (approximately 29,621 square feet).
4. The Zoning and uses of adjacent properties are:
North – (RD-1) – Two-Family Residence, single family house
South – (B-1) – General Business, a Day Care Facility
East – (AOD) – Atlantic Blvd. Overlay District, single family house and a vacant lot
West – (RS-2) – Single Family Residence, single family houses
5. Access to this property is currently on NE 18th Avenue.
6. The Land Use Designation is (M) Medium Residential.

C. The following goals, objectives and policies of the City's Comprehensive Plan have been identified as pertinent to this rezoning:

Policies

- 01.03.05 All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.
- 01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.
- 01.03.12 The following criteria may be used in evaluating rezoning requests:
1. Density;
 2. Design;
 3. Distance to similar development;
 4. Existing adjoining uses;
 5. Proposed adjoining uses;
 6. Readiness for redevelopment of surrounding uses; and
 7. Proximity to mass transit.
- 01.03.00 Annually review and periodically update adopted land development regulations and established procedures that encourage the elimination or reduction of uses inconsistent with the City's character and Future Land Use Plan.
- 01.03.01 Eliminate or reduce nonconforming uses which are inconsistent with the land development regulations and the designations of the Future Land Use Plan map.
- 01.03.03 Encourage property owners to rezone the subject properties when initiating the development and/or redevelopment proposals to be consistent with the designations of the Land Use Plan Map.

D. Recommendation:

Given the information provided to the Board, as the findings of fact, staff provides the following recommendation and alternative motions, which may be revised or modified at the Board's discretion.

Alternative Motion I

Recommend approval of the rezoning of the request from Two-Family Residence (RD1) to Multi-Family Residence (RM-12) since the Board finds it to be compatible with the Comprehensive Plan Map and Policies previously stated in this report.

Alternative Motion II

Table this application for additional information as requested by the Board.

Alternative Motion III

Recommend denial as the Board finds that the request is not consistent with the policies of the Comprehensive Plan previously stated in this report.

STAFF RECOMMENDS ALTERNATIVE MOTION I



City of Pompano Beach
 Department of Development Services
 Planning & Zoning Division

Rezoning Application

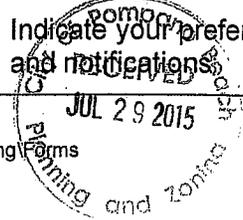
100 W. Atlantic Blvd Pompano Beach, FL 33060
 Phone: 954.786.4634 Fax: 954.786.4666

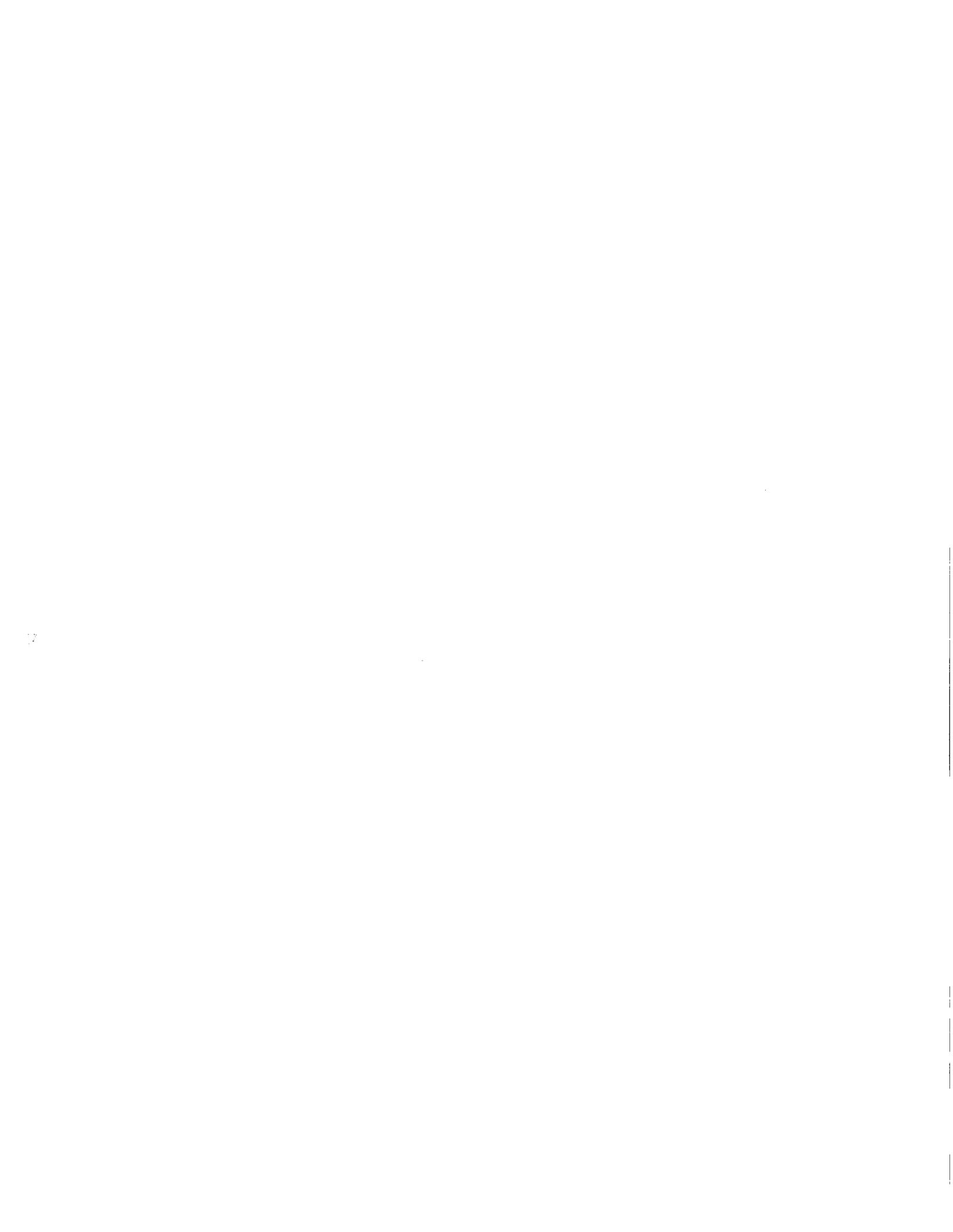
Rezoning Review

Site Specific Planned Development

19 NE 18 th AVE.		RD-1	RM-12
STREET ADDRESS		Current	Proposed Zoning
PINEHURST		10	4-7
Subdivision		Block	Lot
Representative or Agent's interest in property (Owner, Lessee, Etc)			
Has any previous application(s) been filed?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If Yes, give date of hearing and finding			

Agent or Representative	Landowner (Owner of Record)
BB International	MUCHO Lucio Realty
Business Name (if applicable)	Business Name (if applicable)
Luciano Musella	Julia Musella, Vice President
Print Name and Title	Print Name and Title
Signature	Signature
7/20/15	7/28/2015
Date	Date
1735 E Atlantic Blvd.	2710 NE 58 th ST
Street Address	Street Address
Pompano Beach, FL 33060	FT. Lauderdale FL 33308
Mailing Address City/ State/ Zip	Mailing Address City/ State/ Zip
954-330-3919	954-560-5993
Phone Number	Phone Number
LUCIANO.MUSELLA24@gmail.com	italJulia@gmail.com
Email	Email
Indicate your preferred medium to receive agendas and notifications: <input type="checkbox"/> Mail <input checked="" type="checkbox"/> E-Mail	Indicate your preferred medium to receive agendas and notifications: <input type="checkbox"/> Mail <input checked="" type="checkbox"/> E-Mail





HUMAN RESOURCES

Michael Smith, Human Resources Director

E: michael.smith@copbfl.com | P: 954.786.4626 | F: 954.786.5553

DATE: October 15, 2015
TO: Dennis Beach, City Manager
FROM: Michael W. Smith, Human Resources Director
SUBJECT: Amendment to Position Classification Plan



This is to amend the City Ordinance 34.107 which will add and reclassify positions within the "Position Classification Plan" to reflect position changes which were included in the City's budget for FY 2015-2016. Fiscal impacts include cost of salary and benefits and are estimated based on anticipated hiring rates.

New Positions

Analytics Assistant – Utilities Department

This new position will be in the Utilities Department under the Water Administration Division. The position will be responsible for performing a variety of functions related to data analysis, project tracking and general administration. This is a non-bargaining position and recommended at pay grade 19. Fiscal Impact \$69,000

Senior Planner – Development Services Department

The department currently has three zoning technicians, who manage five advisory boards and complete the majority of the city's minor permitting. The department needs a dedicated person to oversee the work of the employees managing the advisory boards and the building permit reviews. The Senior Planner would supervise, train, counsel, and direct the zoning technicians, subordinate planners and/or interns. This is a non-bargaining position and recommended at pay grade 29. There will be no financial impact with this position as the incumbent is already receiving assignment pay at this pay level.

Strategic Performance Manager – Budget Office

The Budget office is requesting the position of Strategic Performance Manager to manage and coordinate the citywide performance management and quality improvement programs, such as Lean Six Sigma, by developing and managing a data driven focus. This is a non-bargaining position and recommended at pay grade 33. Fiscal Impact \$134,000.

Capital Improvement Project Manager – Engineering Office

The Engineering office is requesting that the current incumbent who is receiving assignment pay to assume the duties of Capital Improvement Project Manager. This new position is created to oversee the entire capital improvement project in the City of Pompano Beach. This is a non-bargaining position and recommended at pay grade 34. There will be no immediate financial impact with this new position because the amount of assignment pay the incumbent is currently receiving will be absorbed into their base pay

Cemetery Sexton, Sanitation Supervisor and Fleet Operations Supervisor – Public Works Department

These three new positions will be assigned to the Public Works Department. The duties of these positions are currently performed by three employees. These positions will enhance the efficiency of the department. The position as the Cemetery Sexton is non-bargaining and recommended at pay grade 22. The positions of Sanitation Supervisor and Fleet Operations Supervisor are also non-bargaining and recommended at pay grade 24. There will be no financial impact with these three reclassifications as the incumbents are already receiving assignment pay at this pay level.

Collection Specialist – Finance Department

This position is part of the restructuring of the Finance Department. The position reflects the specific duties of collecting and monitoring the City's delinquent account receivables. This is a non-bargaining position and recommended at pay grade 28.

Fiscal Impact- \$105,000, however, it is anticipated that this position will also generate additional revenue.

Business Development Specialist – General Services Department

This is currently a part-time position in the General Services Department. The department is requesting the position to be full-time. The incumbent in this position will be responsible for assisting with the development of Local/Small Business Enterprises (Local/SBE's) and increasing participation of contractors and subcontractors for the procurement of goods and services with the City. This is a non-bargaining position and recommended at pay grade 19. Fiscal Impact- \$50,000

Reclassified Positions

Executive Secretary and Economic Development Manager – City Manager's Office

The City Manager's office is requesting reclassification of these two positions. The position of Executive Secretary is a highly responsible position that requires independent judgment. This position wears many hats and performs many duties for the City Manager, Mayor and five Commissioners. This position is being reclassified from a pay grade 24 to a pay grade 25. No immediate fiscal impact as the incumbent's salary is within the new range. She will be eligible for merit increases in the future.

The current position of Economic Development Coordinator has a title change to Economic Development Manager and a pay grade change of 33 to a pay grade 29. This position will assist, encourage and support existing Pompano Beach businesses with growth and expansion and to help develop a business environment conducive for the attraction of job opportunities and increased economic benefits for the residents of Pompano Beach. There will be no financial impact in making this change. The incumbent is currently receiving assignment pay.

Engineering Technician – Engineering Division

This position will be reclassified from a Drafting Technician to an Engineering Technician. This title only change will align the position with industry standards. There will be no financial impact in making this change and the pay grade will remain the same.

Fire Rescue Lieutenant – Fire Department

This position was created in the 2013–2016 IAFF collective bargaining agreement (CBA). This position provides supervision of paramedics on the Rescue units. The pay grade 27 for this position will be the same as the pay grade for a Driver Engineer. This position was funded the last two years as a daily assignment. This fiscal year, in accordance with the CBA, the position is formally established as a promotional rank. Fiscal Impact based on anticipated upgrades and overtime when position incumbents are absent is \$270,000.

ORDINANCE NO. 2016- _____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 34, "CITY POLICY," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 34.107, "POSITION CLASSIFICATION PLAN," BY CREATING THE POSITIONS OF STRATEGIC PERFORMANCE MANAGER, BUSINESS DEVELOPMENT SPECIALIST, COLLECTION SPECIALIST, SENIOR PLANNER, CAPITAL IMPROVEMENT PROJECT MANAGER, CEMETERY SEXTON, ANALYTICS ASSISTANT, SANITATION SUPERVISOR, FLEET OPERATIONS SUPERVISOR AND FIRE RESCUE LIEUTENANT; BY RECLASSIFYING THE POSITION OF EXECUTIVE SECRETARY; BY RECLASSIFYING AND RETITLING THE ECONOMIC DEVELOPMENT COORDINATOR TO ECONOMIC DEVELOPMENT MANAGER; AND BY RETITLING THE DRAFTING TECHNICIAN TO ENGINEERING TECHNICIAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 34.107, "Position Classification Plan," of Chapter 34, "City Policy," shall be amended as follows:

§ 34.107 POSITION CLASSIFICATION PLAN.

...

Position Classification Plan

<u>Job Code</u>	<u>Job Title</u>	<u>Scheduled Hours Per Week</u>	<u>Position Classification (Pay Grade)</u>
General Clerical			
...			
128	Executive Secretary	40	24 <u>25</u>
...			
Fiscal and Administrative			
...			
<u>212</u>	<u>Strategic Performance Manager</u>	<u>40</u>	<u>33</u>
...			
223	Economic Development Coordinator <u>Manager</u>	40	33 <u>29</u>
...			
<u>231</u>	<u>Business Development Specialist</u>	<u>40</u>	<u>19</u>
...			
<u>268</u>	<u>Collection Specialist</u>	<u>40</u>	<u>28</u>
...			
<u>272</u>	<u>Senior Planner</u>	<u>40</u>	<u>29</u>
...			
<u>290</u>	<u>Capital Improvement Project Manager</u>	<u>40</u>	<u>34</u>

Position Classification Plan

<u>Job Code</u>	<u>Job Title</u>	<u>Scheduled Hours Per Week</u>	<u>Position Classification (Pay Grade)</u>
General			
...			
<u>323</u>	<u>Cemetery Sexton</u>	<u>40</u>	<u>21</u>
...			
Water and Sewer Service			
...			
<u>474</u>	<u>Analytics Assistant</u>	<u>40</u>	<u>19</u>
Supervisory			
...			
<u>589</u>	<u>Sanitation Supervisor</u>	<u>40</u>	<u>24</u>
...			
<u>594</u>	<u>Fleet Operations Supervisor</u>	<u>40</u>	<u>24</u>
...			
Technical and Engineering			
<u>608</u>	<u>Drafting Engineering Technician</u>	<u>40</u>	<u>24</u>
...			
Fire Department			
...			
<u>709</u>	<u>Fire Rescue Lieutenant</u>	<u>(1)</u>	<u>27</u>
...			

SECTION 2. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect any provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION 3. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR P. FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

:jrm
10/12/15
l:ord/ch34/2015-486

**CITY OF POMPANO BEACH
CLASS DESCRIPTION**

JOB CODE 128

EXECUTIVE SECRETARY

GENERAL

Specialized, administrative and very responsible secretarial work for the City Manager. Supervision and direction is received from the Manager who confers with the employee on unusual or complex administrative and legal problems. Supervision may be exercised over subordinate clerical personnel.

EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Acts as secretarial and administrative assistant to the City Manager.
- Interprets administrative policy and decisions as explained and directed.
- Performs public relations function with the public, department heads, officials and personnel and visitors.
- Coordinates meetings, conferences and appointments for the City Manager.
- Prepares weekly Commission Agenda by inputting information into the computer, copying, and distributing.
- Takes and transcribes difficult technical dictation if necessary.
- Prepares reports and records.
- Takes calls and answer inquiries.
- Opens and sorts mail.
- Composes correspondence independently and maintains records and files.
- Maintains some accounting, payroll, and other department bookkeeping records.
- Maintains official records.
- Processes purchase orders.
- Sorts and opens mail daily for the City Manager and City Commission.
- May take and transcribe minutes of meetings.
- Processes all materials for meetings.
- Prepares special reports at the request of the City Manager.
- Performs travel arrangements for the City Manager.
- Collects information from a variety of sources and compiles data for special and periodic reports.
- Prepares the department or staff payroll, prepares and maintains departmental personnel records.
- May supervise clerical or secretarial employees.
- Supervises the flow of communications for the office.
- Supervises and trains subordinate clerical employees.
- Performs related work as required.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of standard office practices, procedures, equipment and secretarial techniques.
- Knowledge of business English, spelling and arithmetic.
- Skill in operating standard office, word processing, and computer equipment.
- Ability to interpret and apply policies and procedures.
- Ability to make difficult arithmetic calculations and to set up complex forms and statistical tables.
- Ability to type, take, and transcribe dictation accurately at a reasonable rate of speed.
- Ability to plan and supervise the work of others.
- Ability to establish and maintain effective working relationships with other employees.
- Ability to work independently in the absence of specific instruction.
- Ability to understand and follow written and verbal instructions.
- Ability to establish and maintain effective working relationships with other employees, City officials, and the general public.
- Ability to communicate effectively, both verbally and in writing, using excellent English.
- Ability to meet the public effectively.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all City ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.
- Ability to establish and maintain effective working relationships with the general public, co-workers, City officials, and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability, or political affiliation.
- Ability to maintain regular and punctual attendance.

MINIMUM QUALIFICATIONS

Graduation from high school or equivalent G.E.D.; commercial college or business school training. Extensive experience in progressively responsible secretarial work.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various technological items such as a personal computer (PC), calculator, copier, and fax machine (not limited to these). No significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, sitting, standing, pushing, and pulling. Must be able to sit for long periods of time while using a computer.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Rev 09/15

Bargaining Unit: Non- Bargaining

FLSA: Non-Exempt

Pay Grade/Group: 25/50

Location: City Manager's Office

GERS: Regular Class

**CITY OF POMPANO BEACH
CLASS DESCRIPTION**

JOB CODE 212

STRATEGIC PERFORMANCE MANAGER

GENERAL

This is professional and administrative work conducting strategic planning, management studies and developing performance tracking methodologies for the Budget Office and the City Manager. Position coordinates efforts to enhance organizational performance and effectiveness.

An employee assigned to this classification is responsible for strategic planning elements, assisting departmental staff with the development of performance plans, continuous process improvement, business modeling, and organizational assessment.

Work is performed under the strategic direction of the City Manager and daily supervision by the Assistant to the City Manager for Budget and Strategic Planning. Work is reviewed through conferences, reports and observation of results achieved.

ESSENTIAL JOB FUNCTIONS

(These examples are intended only as illustrations of the various kinds of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Assists in developing of long term strategic plans and annual operating performance plans and works with departmental staff to establish outcome goals and define clear program strategies for measuring performance for results and to create citizen-centered customer service measures.
- Assists departmental staff in developing performance measures, tracks outcomes of city programs, as well as developing efficiency and quality measures and metrics for day-to-day management decision making.
- Assists departmental staff in preparation of business plans and performance objectives aligned with the strategic plan and with clear performance measures and performance benchmarks.
- Works with departmental staff and teams to review programs and processes and to solve operational problems.
- Develops measures to manage performance data being collected to provide meaningful information to day-to-day managers and policy makers. Collects and analyzes information on how resources are managed, how they are acquired, how they are used.
- Conducts planning and implementation related to organizational performance and accomplishments.
- Plans, executes, and supervises assigned special projects
- Performs related duties as assigned.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

KNOWLEDGE, SKILLS, & ABILITIES

- Knowledge of organization theory, public administration, budgeting concepts and practices, contemporary management practices, practical concepts of organizational planning and performance, and strong capabilities to motivate and persuade individuals and groups to action.
- Knowledge of generally accepted accounting principles and generally accepted auditing standards.

- Knowledge of principles and practices of governmental accounting, governmental financial management, governmental budgeting, and service efforts and accomplishments.
- Knowledge of principles, practices, and techniques of performance, data processing, performance management concepts, methodology and implementation techniques, including balanced scorecard.
- Knowledge in developing/managing original research for business organizations including survey development, analysis of results into actionable forms, and presentation of research and results to executive audiences.
- Knowledge of high performance organizational principles.
- Knowledge of cost benefit analysis as applied to accounting and financial management.
- Knowledge of internal control tools and techniques.
- Knowledge of management techniques and the ability to apply them to create effective and efficient service.
- Ability to collect, compile, analyze and interpret data. Strong quantitative analysis capability including mastery of business statistical techniques.

MINIMUM QUALIFICATIONS

Bachelor's degree in Public Administration, Accounting, Business Administration, Economics or related field and five (5) years of progressively responsible experience in financial reporting structures, analytical review techniques or performance management implementation, strategic planning, or any equivalent combination of related training and experience. An MBA or MPA may substitute for one year of experience. Lean Six Sigma Black Belt certification is preferred. Selected candidate will be required to obtain the Lean Six Sigma Black Belt certification within 1 year of hire, if not already obtained. Local government experience and the ability to use mini tab statistical model is preferred.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. No significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus associated with the constant use of computer monitors. The noise level in the work environment is usually moderately quiet.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Rev 09/15

Bargaining Unit: Non-Bargaining

FLSA: Exempt

Pay Grade/Group: 33/50

Location: Budget Office

GERS: Regular Class

**CITY OF POMPANO BEACH
CLASS DESCRIPTION**

JOB CODE 223

ECONOMIC DEVELOPMENT MANAGER

GENERAL

This is high level advanced professional work performing a wide range of business and economic development tasks. Work is performed under administrative direction of the Assistant City Manager in the City Manager's Office.

EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Develops economic development goals and objectives and assists in implementing economically advantageous commercial projects.
- Coordinates a variety of activities related to business development, expansion, and retention.
- Prepares and presents reports of economic development projects.
- Conducts business and industry studies, assessing economic impact of business relocations, planning business recruitment strategies, marketing and attraction programs, and coordinating job growth and training incentive programs.
- Researches and develops long term objectives, strategies, and approaches to urban redevelopment and revitalization, business incentives, and economic impact.
- Assists in the implementation of economic development plans, initiatives, and grant projects.
- Serves as staff liaison to the Pompano Beach Economic Development Council and provides assistance to facilitate efficient private sector (business)/ City/ County/ and other municipal relationships; including: The Greater Ft. Lauderdale/ Broward Alliance, the Broward County Office of Economic and Small Business Development and Enterprise Florida.
- Conducts meetings/workshops with the business community; prepares and presents economic development plans and information.
- Monitors, evaluates, and amends goals and action programs in the work plan to achieve stated objectives.
- Performs related work as required.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of economic development principles, practices, laws, and procedures.
- Knowledge of federal and state programs available for economic development.
- Knowledge of macro and micro economic principles.
- Knowledge of urban planning and redevelopment.
- Knowledge of financial analysis, negotiations, project management and proposal and grant writing.
- Skill in developing and giving presentations.

- Ability to exercise substantial independent judgment and decision making in planning and executing assignments.
- Ability to communicate effectively in writing, orally, and in presentation.
- Ability to work independently, organizes, and executes assignments with minimum supervision.
- Ability to use MS Office and any other software.
- Ability to conduct research and analyze data.
- Ability to prepare and maintain reports, distribute and present information.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all City ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.
- Ability to establish and maintain effective working relationships with the general public, co-workers, elected and appointed officials, the private sector and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation.
- Ability to maintain regular and punctual attendance.

MINIMUM QUALIFICATIONS

Graduation from an accredited four-year college or university with major course work in business or public administration, economics, urban planning, law, or related fields; thorough experience in urban planning, economic and/or community development, or marketing.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various technological items such as a personal computer (PC), calculator, copier, and fax machine (not limited to these). No significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling. Must be able to sit for long periods of time while using a computer.

SPECIAL REQUIREMENTS

Possession of a valid, appropriate driver's license and an acceptable driving record.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Rev 09/15

Bargaining Unit: Non-Bargaining

FLSA: Exempt

Pay Grade/Group: 29/50

Location: City Manager's Office

GERS: Regular Class

**CITY OF POMPANO BEACH
CLASS DESCRIPTION**

JOB CODE 321

BUSINESS DEVELOPMENT SPECIALIST

GENERAL

Under supervision of the General Services Director, this position assists with the development of Local/Small Business Enterprises (Local/SBE's) to increase participation as contractors and subcontractors for the procurement of goods and services. The Business Development Specialist is responsible for encouraging and fostering the participation of Local/SBE's in the Central Procurement activities of the City.

ESSENTIAL JOB DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Advocate and liaison between the Local/SBE Vendors and the City.
- Organize, attend, and participate in special events and promotions advocating Local/SBE vendor participation in City projects.
- Serve as a spokesperson for the Purchasing Department at special events.
- Promote Local/SBE vendors doing business with the City through a combination of brochures, mass mailings, public presentations, radio promotions, special events, the Internet, social media, outreach activities, and campaigns.
- Establish and maintain effective relationships with Local/SBE vendors.
- Collaborate with the City's Chamber of Commerce on Local/SBE opportunities with the City.
- Assist Local/SBE's with City RFP/Bid process, insurance and bonding requirements, and other knowledge and skills businesses need to perform under a public contract.
- Data entry of Local/SBE contact information into NaviLine and other data entry responsibilities as assigned.
- Employ resourcefulness and ingenuity in conducting research and analysis.
- Develop requirements for user departments to track Local/SBE use.
- Conduct a study to determine feasibility of sheltered market for local businesses.
- Assists with the distribution of collateral materials (printed and other forms), web site postings and updates, newsletters, flyers, etc.
- Performs analysis and related duties as assigned.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of computer programs and applications for outreach including multimedia forums, constant contact or equivalent, social networks (Facebook, Twitter, & Instagram) & e-blasts.

- Knowledge of Adobe Photoshop, Illustrator, InDesign, and the RFP/Bid process.
- Knowledge in Microsoft Office Applications.
- Skills in making visual and oral presentations.
- Ability to engage merchants and business owners in the process of community outreach.
- Ability to establish and maintain effective working relationships with supervisors, peers, and the public.
- Ability to communicate effectively, written and oral.
- Ability to work a flexible schedule including night and weekends.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all city ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.
- Ability to establish and maintain effective working relationships with the general public, co-workers, city officials and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation.
- Ability to maintain regular and punctual attendance.

MINIMUM QUALIFICATIONS

Must have Public Administration Degree and other related degrees. Applicant must be able to work a flexible schedule including some nights and weekends.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. No significant moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, and pulling. Sedentary position with the ability to see, read, talk, handle or feel objects and controls. Physical abilities include frequent light lifting up to 10 lbs. and occasionally up to 20 lbs., walking, standing, pushing, reaching and grasping. The noise level in this environment is usually quiet in an inside office setting.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

10/15

Bargaining Unit: Non-bargaining

FLSA: Non-Exempt

Pay Grade/Group: 19/50

Location: Purchasing

GERS: Regular Class

**CITY OF POMPANO BEACH
CLASS DESCRIPTION**

JOB CODE 268

COLLECTIONS SPECIALIST

SUMMARY

Under limited supervision performs accounting and clerical duties associated with collecting and monitoring the City's delinquent account receivables; work is performed in the Finance Department.

EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Reviews existing collection practices, contracts, City ordinances and resolutions and state/federal laws governing collections and makes suggestions to improve collection efforts;
- Develops general collection procedures and standard operating procedures for analyzing properties with City liens and other encumbrances;
- Develops written policies, standard operating procedures, and forms for payment plans and settlements with debtors;
- Manages contracts with the City's outside collection agency and prepare monthly reports detailing collection efforts for review by the Finance Director;
- Develop a mechanism for identifying properties with multiple City liens to streamline effective collection actions;
- Acts as a liaison between the Finance Department and other City departments in enforcing collection policies and procedures and coordinate collection activities with the City Attorney's Office and outside collection agencies/attorneys;
- Make recommendations for special and/or temporary programs to increase collections and promote compliance (Eg. Amnesty Programs);
- Identify opportunities for improving the effectiveness and efficiency of information systems related to collections;
- Input data and create spreadsheets and reports that analyze the progress of collection efforts;
- Prepares collection correspondence and follows up on delinquent accounts with individuals who wish to negotiate payments plans and/or settlements with the City;
- Regularly coordinate with the City's Community Redevelopment Agency and Office of Housing and Urban Improvement and other City departments for strategic collection enforcement efforts;
- Processes write-offs and account adjustments based on approved payment/settlement plans, as appropriate;
- Responds to customer inquiries/complaints; and
- Provides training/feedback to City departments on how to improve collections.
- Performs related duties as assigned.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of collection practices, laws, and techniques.
- Knowledge of basic accounting principles and procedures.
- Knowledge of customer service principles and techniques.
- Ability to use general office equipment such as telephone, fax, printers, copiers, calculators, and computers.
- Ability to deal effectively with the general public.
- Ability to resolve customer service issues.
- Ability to analyze and problem solve accounts.
- Ability to communicate effectively, both orally and in writing.
- Ability to use spreadsheets.
- Able to make efficient use of Internet resources.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all city ethics and conflicts of interest policies.
- Ability to establish and maintain effective working relationships with the general public, co-workers, city officials and members of diverse cultural and linguistic backgrounds, regardless of race, religion, age, sex, disability, sexual orientation or political affiliation.
- Ability to maintain regular and punctual attendance.

MINIMUM QUALIFICATIONS

Associate degree from an accredited college or university in Business Administration or related field, and five (5) years municipal or county government delinquent collections experience. A valid Florida driver's license is required.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various technological items such as a personal computer (PC), calculator, copier, and fax machine (not limited to these). No significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

8/15

Bargaining Unit: Non-bargaining

FLSA: Exempt

Pay Grade/Group: 28/50

Location: Finance Department

GERS: Regular Class

**CITY OF POMPANO BEACH
CLASS DESCRIPTION**

JOB CODE 272

SENIOR PLANNER

GENERAL

This is a senior level position in the Planning and Zoning Division. The individual in this position is responsible for the execution, development and implementation of the division's work programs, projects and studies. This position provides supervision, training and direction to subordinate staff. Work is performed with considerable independence and initiative under the direction of the Principal Planner. Some functions are similar to those of the Planner level, though the Senior Planner often leads or is significantly involved with larger, more complex planning assignments.

EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Supervise, train, counsel, and direct Zoning Technicians and/or planners
- Oversee the department's advisory board process
- Manage the division's building permit review process
- Conduct technical research studies and provide technical advice
- Prepare interpretations and policies related to code implementation and department wide procedures
- Review building permit plans for compliance with the applicable Zoning Code and Sign Code requirements.
- Process applications and requests for Site Plan Approval, Plat, Special Exception, Variance, Temporary Permit, Abandonment, Rezoning, Adjustment of Development Standards, etc.
- Review, process applications, prepare reports, and make recommendations for the Development Review Committee, the Architectural Appearance Committee, the Planning and Zoning Board, the Zoning Board of Appeals, and the City Commission.
- Make presentations before the Development Review Committee, the Architectural Appearance Committee, the Planning and Zoning Board, the Zoning Board of Appeals, and the City Commission.
- Propose code amendments and additions to the Zoning Code and Sign Code.
- Perform and initiate related work as required.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of sources of information, current literature and recent developments regarding urban planning.
- Knowledge of research techniques.

- Knowledge of public administration with particular reference to county and municipal administration.
- Knowledge of Microsoft Word, Excel and GIS
- Skilled at problem-solving to gather relevant information to solve less well- defined planning problems
- Ability to interpret construction drawings and site plans.
- Ability to communicate and express ideas effectively both orally and in writing.
- Ability to present and discuss ideas to groups of people.
- Ability to read and interpret city ordinances and related legal documents.
- Ability to prepare and present complex reports.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all city ethics and conflicts of interest policies.
- Ability to establish and maintain effective working relationships with the general public, co-workers, city officials and members of diverse cultural and linguistic backgrounds, regardless of race, religion, age, sex, disability, sexual orientation or political affiliation.
- Ability to maintain regular and punctual attendance.

MINIMUM QUALIFICATIONS

Master's degree in Urban Planning, Landscape Architecture, Civil Engineering or related field required. AICP certification preferred. Two years of professional work experience in planning required. Three years of experience and supervisory experience preferred. The Sr. Planner must have the knowledge of the Florida Growth Management Act (Chapter 163) and Broward County Land Use Plan. Advanced professional planning experience of comprehensive planning, land use, and zoning codes are required. Strong analytical, writing and verbal skills are required. Experience with computer is necessary.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle, or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment such as, but not limited to, a personal computer, calculator, copier, and fax machine. No significant moving, climbing, carrying, crawling, pushing, and pulling.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Rev 08/15

Bargaining Unit: General Employees

FLSA: Exempt

Pay Grade/Group: 29/50

Location: Development Services

GERS: Regular Class

**CITY OF POMPANO BEACH
CLASS DESCRIPTION**

JOB CODE 290

CAPITAL IMPROVEMENT PROJECT MANAGER

GENERAL

This is a highly responsible professional and managerial position that oversees the City's Capital Improvement Projects. Work is performed under direct supervision of the City Engineer in the Engineering Department.

EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Provides independent analysis/preparation of cost estimates for proposed design-build and construction during contract negotiations.
- Evaluates and reviews design and construction reports and documents for accuracy.
- Administers the preparation and processing of construction cost estimates and proposed construction completion schedules.
- Reviews and coordinates approvals for contract change orders, Agenda Reports, professional service agreements, budget resolutions, amendments, work authorizations and final payments.
- Establishes and maintains systems, and a database of, capital project costs and schedule estimates.
- Assists consultants and contractors in dealing with the County relative to project estimates, schedules, contract documents, payments, and other items as required.
- Plans and develops internal policies and procedures as they relate to construction project management.
- Researches and prepares position statements with recommendations regarding capital construction program policy and procedure.
- Performs related duties as assigned.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of the principles and practices of engineering, architecture, construction management, and project management as applied to maintaining and updating project cost and schedule estimates.
- Knowledge of the principles and practices of project management and construction contracting.
- Knowledge of engineering principles.
- Knowledge of how to read architectural and engineering drawings on AUTOCAD.
- Knowledge of information management policies, practices, and techniques.

- Knowledge of practices, trends, developments and information sources in the field of construction project cost and schedule estimating.
- Knowledge of government procurement procedures.
- Knowledge of government funding, budgeting, and purchasing requirements.
- Knowledge of accounting principles relative to budget and construction contract adherence.
- Skill in using MS Office and any other software/applications.
- Skill in drafting and giving presentations.
- Ability to express ideas and communicate effectively, both orally and in writing.
- Ability to review highly technical and complex construction documents.
- Ability to gather and analyze data and prepare written reports on findings.
- Ability to multitask, organize, and prioritize in a busy environment.
- Ability to perform in a demanding environment and produce high-quality work products in a timely manner.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all City ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.
- Ability to establish and maintain effective working relationships with the general public, co-workers, City officials, and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability, or political affiliation.
- Ability to maintain regular and punctual attendance.

MINIMUM QUALIFICATIONS

Bachelor's degree from an accredited institution in Project or Construction Management with coursework in Accounting and/or Finance and 4 years experience in managing construction projects and contracts.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various technological items such as a personal computer (PC), calculator, copier, and fax machine (not limited to these). No significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling. Must be able to sit for long periods of time while using a computer.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Rev 09/15

Bargaining Unit: Non-Bargaining

FLSA: Exempt

Pay Grade/Group: 34/50

Location: Engineering Department

GERS: Regular Class

**CITY OF POMPANO BEACH
CLASS DESCRIPTION**

JOB CODE 323

CEMETERY SEXTON

GENERAL

Work is performed under general supervision. Oversees plans and participates in the daily operation and maintenance of the City's cemetery. Provides consolation and consultation services to the bereaved.

EXAMPLES OF ESSENTIAL DUTIES

- Schedules and supervises crew in performing cemetery and columbarium maintenance activities, columbarium entombment, and other related amenities, such as, planting and trimming hedges and shrubs, grading and sodding graves, seeding, watering fertilizing, and mowing.
- Lays out burial plots according to maps.
- Perform administrative record keeping of lot sales, burials, location of graves; sells burial plots and memorials.
- Communicates with Funeral Directors and families.
- Handles concerns of the family members, such as, scheduling funerals, opening of graves, and making other funeral arrangements.
- Operates tractor for digging graves, when needed.
- Checks grave markers list and supervises the placing of markers and monuments
- Handles complaints and grievances from the public
- Prepares budget and revenue sources and projections
- Prepares periodic and special progress reports.
- Performs related duties as assigned.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of supervisory and administrative methods, procedures, principles, techniques and practices.
- Knowledge of clerical and financial records keeping in connection with cemetery business operations.
- Knowledge of the occupational hazards and safety precautions of the work and related equipment, tools and machinery operation.
- Knowledge of State, County, and local laws and regulations pertaining to cemetery operations.
- Knowledge of the type of clients served by cemetery employees.
- Ability to plan and supervise the work of maintenance personnel
- Ability to read and interpret cemetery map; tact in dealing with the public.

- Ability to establish and maintain effective working relationships with the general public, co-workers, city officials and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation.
- Ability to maintain regular and punctual attendance.
- Ability to communicate effectively, written and oral.

MINIMUM QUALIFICATIONS

High School Diploma or GED, an associate degree is preferred, and 2-4 years of experience in cemetery and grounds keeping work, including some supervisory or lead experience, or any equivalent combination of training and experience.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. Significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling. Ability to perform strenuous physical labor. Ability to lift up to 100 lbs.

SPECIAL REQUIREMENTS

Possession of a valid, appropriate CDL (Class B) Florida driver's license and an acceptable driving record

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

10/15

Bargaining Unit: Non-bargaining

FLSA: Exempt

Pay Grade/Group: 21/50

Location: Public Works

GERS: Regular Class

**CITY OF POMPANO BEACH
CLASS DESCRIPTION**

JOB CODE 474

ANALYTICS ASSISTANT

GENERAL

Responsible administrative, technical and clerical work in the collection, analyzing and reporting data. Performs a variety of functions related to data analysis, projects tracking and general administration. Work is performed under little direct supervision. Must possess intellectual curiosity and a commitment to data integrity and accuracy.

EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Performs timekeeping and payroll functions for the unit.
- Enters requisitions, tracks purchase orders and maintains unit purchasing/vendor files.
- Tracks and enters data for the strategic plan, benchmarking and efficiency groups performance.
- Assists with budgeting and preparation of budgeting documents.
- Tracks capital replacement project account activity and documents.
- Tracks grant activity and assists with report preparation.
- Analyzes data and prepares reports to management.
- Downloads budgeting reports for review and analysis.
- Assists with document/manual preparation.
- Prepares documentation for Commission meetings for Capital Improvement Projects and other Department projects.
- Sets up meetings and prepares agendas/minutes.
- Performs related work as required.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

KNOWLEDGE, SKILLS AND ABILITIES

- Ability to maintain accurate records and prepare detailed reports.
- Demonstrate proficiency with Microsoft Office programs. Proficiency with purchasing and work order databases preferred.
- Ability to track and analyze data in order to provide trends and identify opportunities for department improvement.
- Must communicate and interact with other employees and the public effectively using common English in both verbal and written format.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all city ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.

- Ability to establish and maintain effective working relationships with the general public, co-workers, city officials and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation.
- Ability to maintain regular and punctual attendance.

MINIMUM QUALIFICATIONS

Associates degree in Business, Analytics or other related field with 3 years experience. Bachelor's degree preferred. Utilities experience a plus.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone, computer and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. Significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling.

SPECIAL REQUIREMENTS

Incumbent will be required to work extended hours during and after hurricanes or other disasters.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

A comparable amount of training and experience may be substituted for the minimum qualifications.

10/15

Bargaining Unit: Non-bargaining

Pay Grade/Group: 19/50

FLSA: Non-Exempt

Location: Utilities

GERS: Regular Class

**CITY OF POMPANO BEACH
CLASS DESCRIPTION**

JOB CODE 589

SANITATION SUPERVISOR

GENERAL

This position is responsible for assisting the Solid Waste Operations Manager in developing, supervising and planning the citywide recycling program with city, residential and commercial property owners. This is an essential position; incumbent will be required to work extended hours during climatic weather related events or other emergencies.

EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Assists in verifying hauler accounts and/or frequency of service by interacting with solid waste collection customers.
- Provides staff assistance to an administrative superior in specially assigned areas of operations.
- Instructs residents on procedures for collection of bulk trash/garbage/recyclables.
- Trains, coaches, evaluates, and reviews subordinates.
- Performs related work as required.
- Monitor contracted solid waste hauler performance to assure that all solid waste activities are performed as stipulated in the solid waste contract with the private vendors.
- Assists with all forms, compliance certifications and reports required regulatory agencies.
- Assists with local Hazardous Waste Collection Program.
- Enforces solid waste and recycling statutes, ordinances, and regulations.
- Visually inspects locations to determine compliance with local ordinances, regulations and codes with emphasis on solid waste and recycling compliance. Not limited to public trash cans, parks and other areas prone to illegal dumping.
- Interacts with solid waste contractor to investigate and resolve complaints.
- Deliver recycling bins to residents upon request.
- Routinely monitors city for matters pertaining to solid waste and recycling issues; schedule may require beginning at 6AM, ending after 7PM, including working on Saturdays and/or Sundays.
- Writes violation reports and other required department documentation and delivers notices of violations.
- Issues notices or orders to landlords and/or occupants with regard to violations of the solid waste ordinance, regulations and codes and conducts follow-up investigation for compliance.
- Assists other departments with solid waste violations and issues.
- Implements special projects, as needed.
- Assists and responds to customer complaints and other issues that arise.
- Maintains reports of activities as required.
- Operates one or more of the following list of equipment and/or machines: Front-end loader, bucket truck, backhoe, rear/side loading garbage truck, and dump truck.
- Occasionally operates smaller equipment.
- Performs manual laboring tasks.
- Performs routine first echelon maintenance to the equipment.
- Performs related work as required.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of the City's solid waste regulations, contracts, and other applicable state or county laws.

- Knowledge of the standard terminology, techniques, and practices of contract compliance.
- Ability to read maps and interpret jurisdictional boundaries.
- Ability to investigate potential flow control violations.
- Ability to engage in field work for extended periods and occasionally under adverse conditions (odorous and potentially confrontational).
- Ability to work very early a.m. hours on a regular basis and/or hours as dictated by the Director, which may include weekends.
- Ability to read maps.
- Ability to work independently and as part of a team.
- Ability to communicate effectively both orally and in writing.
- Ability to interpret codes, ordinances and regulations.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all City ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.
- Ability to establish and maintain effective working relationships with the general public, co-workers, City officials, and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability, or political affiliation.
- Ability to maintain regular and punctual attendance.

MINIMUM QUALIFICATIONS

High School diploma or equivalent. An Associates' Degree or higher in Environmental Sciences or related field is preferred. Must have at least (2) years of full-time technical or professional experience in environmental, sanitation or solid waste operations. Must possess or obtain a Level I Code Enforcement certification within 12 months of employment. Certification must be from the Florida Association of Code Enforcement (F.A.C.E.) and is required to be maintained.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various technological items such as a personal computer (PC), calculator, copier, and fax machine (not limited to these). Abilities include walking, standing, bending, climbing, kneeling, reaching, pushing, grasping, crouching, balancing, and pulling with the ability to move up to 100 lbs. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. While performing the duties of this job, the employee is occasionally exposed to; moving mechanical parts; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; outside exposure to all weather conditions.

SPECIAL REQUIREMENTS

Possession of a valid, appropriate Class B Commercial Driver's License (Class A preferred) and an acceptable driving record.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

08/15

Bargaining Unit: Non- Bargaining

FLSA: Exempt

Pay Grade/Group: 24/50

Location: Public Works

GERS: Regular Class

**CITY OF POMPANO BEACH
CLASS DESCRIPTION**

JOB CODE

FLEET OPERATIONS SUPERVISOR

GENERAL

Highly skilled mechanical work of the journeyman that involves routine servicing and repairs of automobiles, trucks, tractors, lawn equipment. This is an essential position; incumbent will be required to work extended hours during climatic weather related events or other emergencies. Work is performed under general supervision of the Fleet Operations Manager.

EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Coordinates outside vender repairs.
- Assures safe shop safety practices. .
- Generates work orders; schedules and prioritizes daily work. Checks work orders for completion and closes out work orders daily.
- Assist in Establishes procedures to comply with OSHA, Federal, State, County and City regulations.
- Supervises, coaches, trains, and evaluates subordinates.
- Makes determination if repair can be done now or must remain in shop.
- Prints and reviews PM schedule.
- Calls, using department to schedule repairs or PMs.
- Assigns priority based on type of equipment.
- Spot-checks completed work to insure correctness.
- Contacts using department upon completion of service.
- Reviews parts usage and inventory. Orders and receives stock parts. Follows up with vendors regarding parts and repairs.
- Make sure the office and shop is clean and uncluttered.
- Inputs parts into computer.
- Performs related work as required.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of the principles and techniques of automotive design and mechanical repair.
- Knowledge of the methods, materials, and tools required for automotive shop management.
- Knowledge of occupational hazards and safety requirements.
- Knowledge of the basic characteristics of equipment.
- Skill in the use of servicing equipment and tire repair tools.
- Ability to communicate effectively with the public both orally and in writing.
- Ability to follow oral instructions.

- Ability to schedule maintenance and keep records.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all City ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.
- Ability to establish and maintain effective working relationships with the general public, co-workers, City officials, and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability, or political affiliation.
- Ability to maintain regular and punctual attendance.

MINIMUM QUALIFICATIONS

Graduation from High School or possession of an acceptable equivalency diploma. Considerable experience as a journeyman mechanic in automotive, heavy equipment and diesel repair and electrical, hydraulic, and pneumatic systems. Experience in the supervision of mechanics and any related field. ASE Certification highly recommended.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine, Unusual situations of walking, lifting, climbing, carrying, bending, kneeling, stooping, reaching, handling, sitting, standing, pushing and pulling and other configuration while working on, in or under vehicles or heavy equipment.

SPECIAL REQUIREMENTS

Possession of a valid, appropriate (Class A or Class B) driver's license and an acceptable driving record.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

08/15

Bargaining Unit: Non-bargaining

FLSA: Exempt

Pay Grade/Group: 24/50

Location: Public Works Department

GERS: Regular Class

**CITY OF POMPANO BEACH
CLASS DESCRIPTION**

JOB CODE 608

ENGINEERING TECHNICIAN

This is a technical position that works with Geographic Information System (GIS) and assists in the review of plans, designs and field work related to analysis and observation of engineering projects.

Employees in this class process complex line work and basic GIS analyses; prepare and assemble detailed maps; and prepare graphic presentations. Duties include reading and interpreting source documents, such as civil engineering plans, plot maps, legal descriptions, and entering required data into the GIS. Work involves assisting engineers, project managers, the GIS Coordinator, and contractors in the review and correction of engineering plans, and designs for a variety of City projects. Work requires the exercise of independent judgment in planning and carrying out assignments with a professional superior available for assistance in handling complex work situations.

EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Assists with the development and maintains the geographic information systems (GIS) databases, map documents, and online assets, using Environmental Systems Research Institute's (ESRI) GIS software, and AutoCAD software; performs quality control checks to ensure the integrity of the databases.
- Assists creating maps and drawings, such as site plans, floor plans, engineering standards, utility plans, using GIS and AutoCAD software.
- Reviews and analyzes plans and design specifications with professional engineers, contractors, project managers and other interested parties.
- Assists in the revisions and preparation of final plans and designs for a variety of City projects; tabulates quantities and cost estimates.
- Performs GIS software operations such as topological processing and spatial queries.
- Generates and assembles computer maps for specific purposes.
- May collect field data utilizing Global Positioning System (GPS) technology.
- Provides City GIS data, Utility Maps, Right of Way Maps, City Standards, and As Built Drawings for use by consultants, contractors, developers, architects, engineers, planners, land surveyors, utility companies, other government agencies and the general public.
- Conducts mapping research, in the field and office, to resolve conflicting information and to verify the accuracy of data.
- Prepares graphic presentations.
- Performs related work as required.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of the standard terminology, techniques, and practices of engineering technology appropriate to the area of assignment.
- Knowledge of Environmental Systems Research Institute's (ESRI) GIS software and Computer Aided Design AutoCAD software.

- Knowledge of the principles, practices, techniques, and instruments of engineering drafting.
- Ability to perform technical computations, analyze complex data, and prepare plans based on findings.
- Ability to read and interpret maps, construction plans, plats and legal descriptions, pertinent to the area of assignment.
- Ability to make independent investigations to verify the accuracy of data.
- Knowledge of computers and operating systems.
- Knowledge of graphic workstations.
- Knowledge of input/output devices such as scanners and large format printers.
- Knowledge of relational databases and basic Structural Query Language (SQL).
- Knowledge of GPS technology and data collection techniques, as required, depending on the area of assignment.
- Ability to work cooperatively with other city departments.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all city ethics and conflicts of interest policies. Ability to establish and maintain effective working relationships with the general public, co-workers, city officials and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation.

MINIMUM QUALIFICATIONS

Have successfully graduated from a standard high school or possess a G.E.D. certificate from an accredited issuing agency, preferably supplemented by college-level coursework in Geographic Information Systems, computer science, civil engineering, urban planning, geography, engineering technology or a related field. Possess at least one (2) year of paid work experience using Environmental Systems Research Institute's (ESRI) ArcMap GIS software and AutoCAD software. Completion of two years of coursework at an accredited college or university in one of the fields described above, which included at least six (6) semester hours of GIS coursework, may be substituted for the experience requirement.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as nominally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. Some standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling. Lift to medium lifting.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SPECIAL REQUIREMENTS

Possession of a valid, appropriate driver's license and an acceptable driving record.

Rev 09/15

Bargaining Unit: Bargaining

FLSA: Non-Exempt

Pay Grade/Group: 24/42

Location: Engineering

GERS: Regular Class

**CITY OF POMPANO BEACH
CLASS DESCRIPTION**

JOB CODE 709

FIRE RESCUE LIEUTENANT

GENERAL

Under the general supervision of the Captain, is responsible for extinguishing fires, rescuing persons and property from danger, perform salvage and related follow-up work, and perform life-saving rescue techniques as part of a rescue operation or as part of other emergency operations. Paramedic skills are performed in accordance with established medical protocols. Incumbents are required to oversee and direct personnel assigned to their Rescue vehicle in conjunction with the Captain and Battalion Chief. Duties involve an element of personal danger and incumbents must be capable of functioning as an integral part of a work unit in order to ensure the safe and efficient performance of duties. Work is reviewed through written reports and observation for adherence to policies and procedures.

EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Responds to emergencies with a Rescue company.
- Answers medical emergencies on a Rescue company as part of an advanced life support transport unit.
- Recognizes acute symptoms requiring immediate care; administers life-saving rescue procedures to injured or afflicted persons.
- Performs a leadership and supervisor role on an ALS Rescue company.
- Ability to operate defibrillator, portable suction units, resuscitators, ECG units and other emergency medical equipment.
- Removes, extricates, and rescues persons from danger.
- Prepare and/or review all reports regarding emergency medical incidents, inventory control, controlled medication records; insure inventory levels are adequate.
- Assist each Station Officer in the preparation of evaluations of Paramedics and emergency medical technicians on a continuing basis.
- Connects hose to hydrants and pumps; joins hose sections and connects nozzles to hose; enters burning buildings with or without hose lines; operates nozzles and directs a stream of water or fog on fires.
- Operates fire extinguishers and similar equipment in extinguishing fires; raises and climbs ladders; ventilates burning buildings to remove smoke and gases.
- Makes daily inspections of apparatus and equipment and notifies supervisor of defects; performs cleaning and maintenance tasks in and about assigned station.
- Performs salvage operations including throwing salvage covers, sweeping water, removing debris and placing smoke ejectors.
- Recognizes hazardous material situations: makes identification of unknown substances through the use of specialized testing equipment: sets up decontamination procedures: assists state agencies in the removal/disposal of hazardous materials.
- Aids in the mitigation of other emergencies as directed by supervisor.
- Attends instruction sessions on firefighting methods, equipment operations, rescue procedures, hazardous materials mitigation, and related subjects; may conduct drills and classes in these and other areas.
- Provides educational information and lectures to community organizations and schools.
- Performs medical quality assurance activities.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

Meeting Date: 11/10/15

Agenda Item 17

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop Initiative

SHORT TITLE An Ordinance of the City Commission of The City of Pompano Beach, FL, approving and authorizing the proper City Officials to execute a contract for

OR MOTION: Consulting/professional services between the City of Pompano Beach and Professional Service Industries Inc. for Environmental Testing and Consulting Services; providing for severability; providing an effective date.

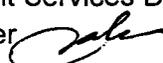
Summary of Purpose and Why:

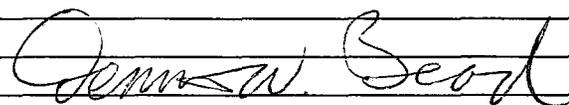
In a previous Commission action, the approval of the top ranking Consultant firm from RLI E-33-15 titled "Continuing Contract for Professional Environmental Testing and Consulting Services" Professional Service Industries Inc. was the top ranked firm. The term of this contract shall be for an initial period of one year and shall be automatically renewed for four (4) additional one year periods.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Engineering
- (2) Primary staff contact: John Sfiropoulos/ H. Danovich Ext 7009/ 7834
- (3) Expiration of contract, if applicable: November 10, 2020
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>10/22/15</u>	APPROVE	
Budget	<u>10-27-15</u>	<u>Approve</u>	
Finance	<u>10/23/15</u>	<u>Approval</u>	
City Attorney	<u>10/23/15</u>		

Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

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

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND PROFESSIONAL SERVICE INDUSTRIES, INC. FOR ENVIRONMENTAL TESTING AND CONSULTING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Professional Service Industries, Inc. for environmental testing and consulting services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
10/8/15
L:ord/2016-15



City Attorney's Communication #2016-35

October 9, 2015

TO: Missy Stanley, Engineering Secretary

FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Mark E. Berman, City Attorney 

RE: Ordinances – Contracts for Consulting/Professional Services
Environmental Testing and Consulting Services

Pursuant to your memorandum dated October 6, 2015, Engineering Department Memorandum No. 16-04, I have prepared and attached Ordinances for the following entities:

1. GFA International, Inc.;
2. E Sciences, Incorporated; and
3. Professional Service Industries, Inc.

Please feel free to contact me should you have any questions.



JILL R. MESOJEDEC

/jrm
l:cor/engr/2016-35

Attachments

*CITY OF POMPANO BEACH,
FLORIDA*

CONSULTANT AGREEMENT

with



***CONTINUING CONTRACT FOR ENVIRONMENTAL TESTING AND CONSULTING
SERVICES
for***

**CONTRACT FOR
CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the _____ day of _____, 20____, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and Professional Service Industries, Inc. () an individual, () a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-33-15 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Juan Villegas, P.E.
The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including “out of pocket” expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City’s Representative in writing when 90% of the “not to exceed amount” for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City’s obligation to pay Consultant, but does not include a limitation upon Consultant’s duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City’s Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City’s representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. “Out-of-pocket” expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of “out-of-pocket” expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City’s Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described

in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall

not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars (\$25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract 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 the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added

to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City’s notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant’s ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City’s decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

Professional Service Industries, Inc.
Attn: Juan Villegas
7950 NW 64th Street
Miami, Florida 33166

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

“CITY”

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Dennis W. Beach, City Manager

Attest:

Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

Mark Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT"

Professional Service Industries, Inc.

Witnesses:

[Signature]
Signature

By: [Signature]
Signature

Karen Deshon
Name Typed, Printed or Stamped

Juan Villegas, P.E.
Name Typed, Printed or Stamped

[Signature]
Signature

Title: Senior Vice President

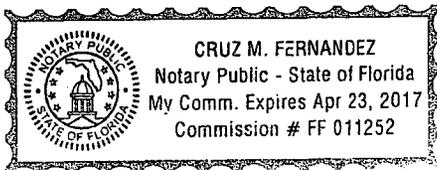
Address: 7950 N.W. 64th Street
Miami, Florida 33166

Diana Placeres
Name Type, Printed or Stamped

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9th day of October, 2015, by Juan Villegas as Sr. Vice President of Professional Service Industries, Inc. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Cruz M. Fernandez
(Name of Acknowledger Typed, Printed or Stamped)

FF011252
Commission Number

PROFESSIONAL SERVICE INDUSTRIES, INC.

RESOLUTION

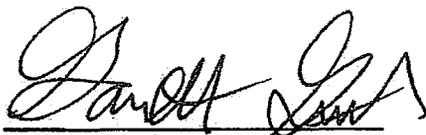
Pursuant to the authority given to Garrett Smith, Assistant Secretary, by Professional Service Industries, Inc. (the "Corporation") Board Resolution dated November 29, 2011, the following resolution was passed at a formal meeting in Oakbrook Terrace, Illinois on the below date:

BE IT RESOLVED, Juan Villegas, Senior Vice President of the Corporation, in the normal course of his duties and responsibilities as assigned by the Corporation, is empowered to execute in the name of and on behalf of the Corporation contracts (including any related documentation or certifications included in the contract documents) for professional services with The City of Pompano Beach, FL, known as the "Organization"

BE IT FURTHER RESOLVED, that the foregoing authority shall be and continue in full force and effect until revoked or modified by written notice. Said Organization is hereby authorized and directed to at all times rely upon the last notice received by it or any resolution as to the foregoing authority when such notice bears this Corporation's Seal and is signed by one purporting to be its Assistant Secretary.

AND BE IT FURTHER RESOLVED, that the Assistant Secretary of the Corporation is authorized to certify under the Corporate Seal of the Corporation, and said Organization is hereby authorized to rely upon such certification of the Assistant Secretary of the Corporation until it is formally advised of any changes therein by a subsequent certificate and under the Corporate Seal.

IN WITNESS WHEREOF, I have affixed my name as Assistant Secretary, and have caused the Corporate Seal of Professional Service Industries, Inc., to be hereto affixed, this 8th day of October, 2015



Garrett Smith
Assistant Secretary

PSI-15-690

Exhibit A



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-33-15**

**CONTINUING CONTRACT FOR PROFESSIONAL
ENVIRONMENTAL TESTING AND CONSULTING
SERVICES**

**RLI OPENING: May 7, 2015, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 7, 2015

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST (RLI)
E-33-15

CONTINUING CONTRACT FOR PROFESSIONAL ENVIRONMENTAL TESTING AND
CONSULTING SERVICES FOR VARIOUS CITY PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites qualified environmental testing and consulting firms to submit Letters of Interest, qualifications and experience for consideration to provide Professional Environmental Testing and Consulting services to the City on a continuing as-needed basis.

The City will receive sealed proposals until 2:00 p.m. (local), May 7, 2015, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to environmental firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000.

1. **The types of projects to be undertaken may include, but are not limited to**

- Site assessments and preparation of Phase I and/or Phase II Studies
- Monitor Well Installation and Abandonment
- Soils and Groundwater Sampling and Report Preparation
- Site Assessment Report Preparation
- Air Quality Testing and Associated Reports
- Asbestos Surveys and Remediation Recommendations
- Grant or Reimbursement Support Services for Remediation
- The City's approved Capital Improvement Program maybe found here
http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following:**

- Prepare preliminary reports and/or alternative recommendations. This may include various types of research, modeling, testing and field data analysis.
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City)
- Provide project management services for projects.

- Prepare recommendations and cost estimates for compliance with regulatory requirements.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.
- Prepare reports for regulatory compliance monitoring and assessments.
- Firms must have demonstrated and specific experience in coordinating with local, county, state and federal regulatory agencies as it relates to environmental regulatory requirements. Additionally, if firms do not have in-house testing capabilities, they must detail the nature and extent of partnerships with a qualified firm or laboratory. Laboratories performing analytical work must be NELAC certified for the analytes of interest and operate under a Laboratory Quality Manual following NELAC requirements. Firms performing environmental sampling or field data collection must have a Field Sampling Quality Manual and follow the current Florida Department of Environmental Protection Standard Operating Procedures.

3 Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State

of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

6. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound proposal and five (5) bound photocopies of the proposal. Use 8 1/2" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections.

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Interest:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Manuals

- Field Sampling Quality Manual for contractors or subs performing sampling.
- Laboratory Quality Manual for contract laboratories proposed for use by the contractor.
- Laboratory Certificate of Accreditation and a current list of certified tests from the Department of Health website listing Matrix, category and analyte.

Additionally, submit a one to two page document identifying how field and laboratory data are reviewed for acceptability (verified and validate) by the contractor, including time frames and corrective actions taken upon finding unacceptable data sets. The City requires written notification, and subsequent written approval by the City, before any contract laboratory other than the ones listed in the RLI submittal are used.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:

Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

Local Businesses:

Completed Local Business program forms, Exhibits E-H, if applicable.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

Acknowledgement of all Addenda issued.

City Forms:

Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

1. Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
2. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse hazard		property damage
— underground hazard		
— products/completed operations hazard		
XX contractual insurance	bodily injury and property damage	
XX broad form property damage	combined	
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

	bodily injury (each person)	
	bodily injury (each accident)	
XX comprehensive form owned	property damage	
XX hired	bodily injury and property damage	
XX non-owned	combined	

REAL & PERSONAL PROPERTY

XX comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

XX umbrella form	bodily injury and property damage		
XX other than umbrella	combined	\$2,000,000.	\$2,000,000.

XX **PROFESSIONAL LIABILITY** \$2,000,000. \$2,000,000.
 * Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points
2. Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points
3. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points
4. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly

executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RLI Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

A. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

B. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

C. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

D. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

E. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or

public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

F. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

G. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

H. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

I. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

J. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

K. Public Records

1. The City of Pompano Beach is a 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 that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions 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;
 - c. 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
 - d. 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.
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 herein.

23. Questions and Communication

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
	_____	_____
Landscaping	_____	_____
	_____	_____
Engineering	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount/Percentage</u>

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly YES NO

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- ___ Did not bid in response to the invitation
- ___ Submitted a bid that was not the low responsible bid
- ___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

7. List the SBEs you will utilize and subcontract amount/percentage.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

___ Yes ___ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

___ Yes ___ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI # _____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed.

Name of Firm	Certificate Included?

STATEMENT OF NO RESPONSE
E-33-15 CONTINUING CONTRACT FOR PROFESSIONAL ENVIRONMENTAL
TESTING AND CONSULTING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Request for Letters of Interest
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

Exhibit B



City of Pompano Beach

PSI FEE SCHEDULE (2015 - 2016)

A. Professional Services	Rates	
Chief Engineer (P.G./P.E.)	\$ 130.00	hour
Principal Consultant (P.G./P.E.)	\$ 120.00	hour
Certified Industrial Hygienist (C.I.H.)	\$ 120.00	hour
Project Manager/Sr. Engineer (P.E.)/Sr. Geologist (P.G.)	\$ 100.00	hour
Senior Scientist/Geologist/Engineer/Biologist	\$ 90.00	hour
Senior Industrial Hygienist	\$ 85.00	hour
Construction Supervisor	\$ 80.00	hour
Project Scientist/Geologist/Engineer/Biologist	\$ 80.00	hour
Construction Foreman	\$ 75.00	hour
Staff Scientist/Geologist/Engineer/Biologist	\$ 75.00	hour
Environmental Technician/Equipment Operator	\$ 75.00	hour
Industrial Hygienist	\$ 70.00	hour
Senior Environmental Technician/Equipment Operator	\$ 55.00	hour
Industrial Hygienist Technician	\$ 55.00	hour
Environmental Technician	\$ 50.00	hour
Technician	\$ 45.00	hour
B. Support Services		
GIS / GPS Specialist	\$ 75.00	hour
AutoCADD Drafting	\$ 55.00	hour
Administrative Assistant	\$ 45.00	hour
Clerical	\$ 40.00	hour
C. Travel Expenses		
Lodging, per man	\$ 150.00	day
Field Support Vehicle	\$ 115.00	day
Per Diem, per man	\$ 40.00	day
D. Equipment Rental		
Organic Vapor Analyzer (OVA)	\$ 160.00	day
Data Logger/pressure transducer	\$ 400.00	day
Generator (5KW)	\$ 110.00	day
Generator (10KW)	\$ 175.00	day
Sediment Core	\$ 175.00	day
Vibracore sampler	\$ 290.00	day
Pump – Development/Centrifugal	\$ 65.00	day

Soil/Groundwater Sampling Kit	\$	350.00	day
Groundwater Sampling Kit	\$	200.00	day
Soil Sampling Kit	\$	200.00	day
In-Line Filters (Groundwater)	\$	60.00	ea
Surveying Equipment	\$	75.00	day
Water Level Indicator/interface probe	\$	35.00	day
Geoprobe Drilling Rig	\$	1850.00	day
Combustible Gas Indicator	\$	100.00	day
Handheld GPS unit (+/- three meter accuracy)	\$	100.00	day
Xray Fluorescence (XRF) (lead based paint survey)	\$	215.00	day
Air Quality Sampling Kit	\$	160.00	day
Air monitoring (8-hour shift)	\$	480.00	day
Air monitoring (10-hour shift)	\$	625.00	day
Air monitoring (12-hour shift)	\$	750.00	day
Ambient Air Samples (non-viable)	\$	70.00	ea
Wall cavity samples (non-viable)	\$	70.00	ea
Tape/Lift sample (non-viable)	\$	70.00	ea
Ambient air sample (viable)	\$	70.00	ea
Swab sample	\$	70.00	ea
Transmission Electronic Microscopy (TEM), 24 hour	\$	150.00	ea
TEM, 48 hour	\$	135.00	ea
Phase Contrast Microscopy (PCM), 24 hour	\$	20.00	ea
PCM, 48 hours	\$	15.00	ea
Point count analysis	\$	50.00	ea
Total Lead sample (Atomic Absorption Method)	\$	20.00	ea
Live capture traps (funnel and bucket)	\$	25.00	ea
Cylinders Cast and Test (6" by 12" and 3" by 8")	\$	157.00	set
Field Density Testing (1 to 4 Tests)	\$	45.00	test
Field Density Testing (5 or more Tests)	\$	30.00	test
Limerock Bearing Ratio (LBR)	\$	300.00	test
E. Drilling/Geotechnical Services			
Mobilization of Truck Mounted Equipment	\$	345.00	ea
SPT Boring with Casing	\$	13.00	foot
Borehole Grouting	\$	3.00	foor
Maintenance of Traffic	\$	500.00	day
Organic Content Test	\$	30.00	ea
200 Wash Test	\$	25.00	ea
Moisture Content Test	\$	10.00	ea
F. Subcontractors			
Various Subcontract Fees	Cost + 15%		
G. IDW Handling, Decontamination, Safety, Well Permits			

OSHA Safety devices (Level C)	\$ 67.00	day/man
55-gal. Steel Drums	\$ 65.00	ea
Transporting of Drums On-Site	\$ 145.00	hour
Well Development (Two-Man Crew)	\$ 125.00	hour
Permitting and Well Completion Report Processing	\$ 65.00	hour
Well Permits	Cost + 15%	
H. Due Diligence Service		
<i>Phase I ESAs (In conformance w/ ASTM E-1527-13*)</i>		
<2 Acres	\$ 2000.00	ea
>2 to 5 Acres	\$ 2250.00	ea
>5 to <10 Acres	\$ 2500.00	ea
>10 Acres	Priced on as needed basis	
*Prices exclude title search, environmental lien search and AULs.		
These item will be proposed on a per project basis.		

October 1, 2015

via email: missy.stanley@copbfl.com

CITY OF POMPANO BEACH
1201 NE 5th Avenue
Pompano Beach, FL 33060
Ph: 954-786-4506

Attn: Ms. Missy Stanley
Engineering Secretary

Re: **Exhibit B:** Statement to Provide Services Requested under RLI No. E-33-15

PSI will provide the following services under the Continuing Contract for Professional Environmental Testing and Consulting Services.

The types of projects to be undertaken include, but are not limited to:

- Site assessments and preparation of Phase I and/or Phase II Studies
- Monitor Well Installation and Abandonment
- Soils and Groundwater Sampling and Report Preparation
- Site Assessment Report Preparation
- Air Quality testing and Associated Reports
- Asbestos Surveys and Remediation Recommendations
- Grant or Reimbursement Support Services for Remediation

The scope of services may include, but is not limited to the following:

1. Prepare preliminary reports and/or alternative recommendations. This may include types of research, modeling, testing and field data analysis.
2. Prepare all required permit applications and submittal packages as requires for permit issuance of all agency permits (i.e. Federal, State, County and City)
3. Provide project management services for projects.
4. Prepare recommendations and cost estimates for compliance with regulatory requirements.
5. Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.
6. Prepare reports for regulatory compliance monitoring and assessments.

Exhibit C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2015

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

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

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.Certs@Marsh.com Fax: 212-948-0360 J19623-PSI-GAWUP-15-16	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Casualty Co. Of America</td> <td></td> <td>26674</td> </tr> <tr> <td>INSURER B: N/A</td> <td></td> <td>N/A</td> </tr> <tr> <td>INSURER C: Lexington Insurance Company</td> <td></td> <td>19437</td> </tr> <tr> <td>INSURER D: Charter Oak Fire Insurance Company</td> <td></td> <td>25815</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Travelers Property Casualty Co. Of America		26674	INSURER B: N/A		N/A	INSURER C: Lexington Insurance Company		19437	INSURER D: Charter Oak Fire Insurance Company		25815	INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Professional Service Industries, Inc. 7950 NW 64TH Street Miami, FL 33166																					

COVERAGES **CERTIFICATE NUMBER:** CLE-004972048-05 **REVISION NUMBER:** 14

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

INSR LTR	TYPE OF INSURANCE	ADDL. INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROD / COMPLETED OPS. <input checked="" type="checkbox"/> CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER:			TC2JGLSAB042X73ATIL15	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TC2JCAP8042X741TIL15	03/01/2015	03/01/2016	COMBINED SINGLE LIMY (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-12S73878-15-NF	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC20UB824K284A15 (AOS) TRJJB8042X76515 (AZ, MA, OR, WI)	03/01/2015 03/01/2015	03/01/2016 03/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY			020720814 SIR: 1,000,000	03/01/2015	03/01/2016	EACH CLAIM 2,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES.
 CITY OF POMPANO BEACH IS INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY TO THE EXTENT OF THEIR LIABILITY RESULTING FROM THE NEGLIGENCE OF THE INSURED AND WITH RESPECT TO SERVICES PROVIDED BY THE INSURED FOR THE ADDITIONAL INSURED, EXCEPT FOR WORKERS COMPENSATION.

CERTIFICATE HOLDER CITY OF POMPANO BEACH 1201 NE 5TH AVE. POMPANO BEACH, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee
APPROVED RISK MANAGER ON: BY: <i>10/22/15 JM</i>	<i>Manashi Mukherjee</i>

Meeting Date: 11/10/15

Agenda Item 18

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop Initiative

SHORT TITLE An Ordinance of the City Commission of The City of Pompano Beach, FL, approving and authorizing the proper City Officials to execute a contract for
OR MOTION: Consulting/professional services between the City of Pompano Beach and Bermello, Ajamil & Partners, Inc. for Architectural and Structural Engineering Services; providing for severability; providing an effective date.

Summary of Purpose and Why:

In a previous Commission action, the approval of the top ranking Consultant firm from RLI E-32-15 titled "Continuing Contract for Architectural and Structural Engineering Services for Various City Projects" Bermello, Ajamil & Partners, Inc. was the top ranked firm. The term of this contract shall be for an initial period of one year and shall be automatically renewed for four (4) additional one year periods.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Engineering
- (2) Primary staff contact: John Sfiropoulos/ H. Danovich Ext 7009/ 7834
- (3) Expiration of contract, if applicable: October 27, 2020
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>Engineering</u>	<u>10/15/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
<u>City Attorney</u>	<u>10/15/15</u>	<u>[Signature]</u>	<u>[Signature]</u>
<u>Finance</u>	<u>10/16/15</u>	<u>Approval</u>	<u>[Signature]</u>
<u>Budget</u>	<u>10-22-15</u>	<u>[Signature]</u>	<u>[Signature]</u>

Advisory Board
 Development Services Director
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND BERMELLO, AJAMIL & PARTNERS, INC. FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Bermello, Ajamil & Partners, Inc. for architectural and structural engineering services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
10/8/15
L:ord/2016-06



City Attorney's Communication #2016-34

October 8, 2015

TO: Missy Stanley, Engineering Secretary

FROM: Jill R. Mesojedec, FRP, Paralegal

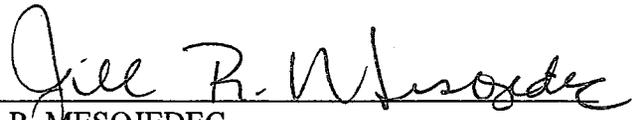
VIA: Mark E. Berman, City Attorney 

RE: Ordinances – Contracts for Consulting/Professional Services
Architectural and Structural Engineering Services

Pursuant to your memorandum dated October 6, 2015, Engineering Department Memorandum No. 16-03, I have prepared and attached Ordinances for the following entities:

1. Bermello, Ajamil & Partners, Inc.;
2. Cartaya and Associates, Architects, P.A.;
3. Design Kollaborative Architects Planners, Inc.;
4. Song & Associates, Inc.;
5. Synalovski Romanik Saye, LLC; and
6. Walters Zackria Associates, PLLC.

Please feel free to contact me should you have any questions.


JILL R. MESOJEDEC

/jrm
l:cor/engr/2016-34

Attachments

*CITY OF POMPANO BEACH,
FLORIDA*

CONSULTANT AGREEMENT

with



Florida's Warmest Welcome

***CONTINUING CONTRACT FOR ENGINEERING SERVICES
for
Architectural and Structural Engineering Services***

**CONTRACT FOR
CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the _____ day of _____, 20____, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and Bermello Ajamil & Partners, Inc. () an individual, () a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-32-15 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Scott Bakos

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including “out of pocket” expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City’s Representative in writing when 90% of the “not to exceed amount” for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City’s obligation to pay Consultant, but does not include a limitation upon Consultant’s duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City’s Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City’s representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. “Out-of-pocket” expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of “out-of-pocket” expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City’s Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars (\$25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract 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 the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict

or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

Scott Bakos, Partner – Project Manager
Bermello Ajamil & Partners, Inc.
900 SE 3rd Avenue, Suite 203
Fort Lauderdale, FL 33316

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

“CITY”

Witnesses:

CITY OF POMPANO BEACH

By: _____

Lamar Fisher, Mayor

By: _____

Dennis W. Beach, City Manager

Attest:

(SEAL)

Asceleta Hammond, City Clerk

Approved As To Form:

Mark Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT"

Witnesses:

[Signature]
Signature

Liana B. ABREN
Name Type, Printed or Stamped

[Signature]
Signature

Mirka M. Buena-Gonzalez
Name Type, Printed or Stamped

Bermello Ajamil & Partners, Inc

By: [Signature]
Signature

Luis Ajamil
Name Type, Printed or Stamped

Title: President & CEO

Address: 900 SE 3rd. Avenue, Suite 203
Fort Lauderdale, FL 33316

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of SEPTEMBER, 2015, by LUIS AJAMIL, as PRESIDENT & CEO of BERMELLO AJAMIL & PARTNERS. He/she is personally known to me or who has produced _____ (type of identification) as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

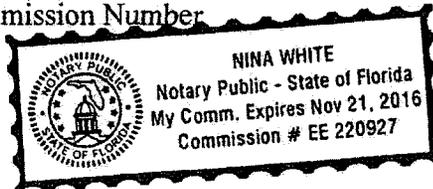


Exhibit A



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-32-15**

**CONTINUING CONTRACT FOR ARCHITECTURAL AND
STRUCTURAL ENGINEERING SERVICES FOR
VARIOUS CITY PROJECTS**

**RLI OPENING: May 26, 2015 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 24, 2015

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)
E-32-15

CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
SERVICES FOR VARIOUS CITY PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional architectural or engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Architectural and Structural Engineering services to the City on a continuing as-needed basis.

The City will receive sealed proposals until **2:00 p.m. (local), May 26, 2015**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to architectural or engineering firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000. The contracts will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant(s) and the City.

1. **The types of projects to be undertaken may include, but are not limited to**

- Municipal Buildings
- Bridge repair, reconstruction, or replacement projects.
- Miscellaneous building repair or improvement projects.
- Roofing repair or replacement projects.
- Seawall repair, reconstruction, or replacement projects.
- Parks and Recreational Facilities projects.
- Emergency power projects.
- The City's approved Capital Improvement Program maybe found here http://pompanobeachfl.gov/pages/departement_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following:**

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of modeling, surveying and field data analysis. Preparation of preliminary cost estimates.

- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.
- Attend a pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).
- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.
- Firms must have previous municipal experience and must be licensed to practice Professional Architecture and/or Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

3 Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business

Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were

contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

6. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound proposal and five (5) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Interest:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

Provide references for past projects in the State of Florida, especially in the tri-county area (Broward, Palm Beach, and Miami-Dade). Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:

Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

Local Businesses:

Completed Local Business program forms, Exhibits E-H, if applicable.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

Acknowledgement of all Addenda issued.

City Forms:

Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
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GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

* Policy to be written on a claims incurred basis

XX comprehensive form		
XX premises - operations	bodily injury	
___ explosion & collapse		
___ hazard	property damage	
___ underground hazard		

—	products/completed operations hazard	bodily injury and property damage
XX	contractual insurance	combined
XX	broad form property damage	
XX	independent contractors	
XX	personal injury	personal injury

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

		bodily injury (each person)
XX	comprehensive form	bodily injury (each accident)
XX	owned	property damage
XX	hired	bodily injury and property damage
XX	non-owned	combined

REAL & PERSONAL PROPERTY

XX	comprehensive form	Consultant must show proof they have this coverage.
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EXCESS LIABILITY

XX	umbrella form	bodily injury and property damage		
XX	other than umbrella	combined	\$2,000,000.	\$2,000,000.

XX	PROFESSIONAL LIABILITY	\$2,000,000.	\$2,000,000.
	* Policy to be written on a claims made basis		

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points
2. Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points
3. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points
4. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RLI Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and

all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

k. Public Records

1. The City of Pompano Beach is a 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 that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions 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;

- c. 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
 - d. 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.
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 herein.

23. Questions and Communication

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
Landscaping	_____	_____
Engineering	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount/Percentage</u>

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly YES NO

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- ___ Did not bid in response to the invitation
- ___ Submitted a bid that was not the low responsible bid
- ___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

7. List the SBEs you will utilize and subcontract amount/percentage.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

STATEMENT OF NO RESPONSE
E-32-15 CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL
ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Request for Letters of Interest
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

Exhibit B



Bermello Ajamil & Partners, Inc.

Architecture
Engineering
Planning
Interior Design
Landscape Architecture

**BERMELLO, AJAMIL & PARTNERS, INC.
BILLING RATE CATEGORY 2015**

CATEGORIES	BILLING RATES
PRINCIPAL	\$300
SR. PROJECT MANAGER	\$225
PROJECT MANAGER	\$200
SR. LANDSCAPE ARCHITECT	\$175
SR. ARCHITECT	\$175
SR. PLANNER	\$175
SR. ENGINEER	\$175
SR. INTERIOR DESIGNER	\$125
SR. INSPECTOR	\$125
ARCHITECT	\$115
LANDSCAPE ARCHITECT	\$115
ENGINEER	\$115
LANDSCAPE DESIGNER 3	\$100
INTERIOR DESIGNER	\$95
ESTIMATOR (QS)	\$95
INSPECTOR	\$85
SR. CADD TECHNICIAN	\$85
SPEC WRITER	\$75
JR. CADD TECHNICIAN	\$70
CLERICAL	\$63

Exhibit C

Client#: 31137

BERMEAJA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2015

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

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

PRODUCER: USI Insurance Services, LLC-CL, 2400 East Commercial Blvd. Suite 600, Fort Lauderdale, FL 33308. CONTACT NAME: Dianne Plante, PHONE: 954-607-4124, FAX: (A/C, No):, E-MAIL ADDRESS: Dianne.Plante@usi.biz. INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford Casualty Insurance Com (NAIC # 29424), INSURER B: Twin City Fire Insurance Compan (NAIC # 29459), INSURER C: Continental Casualty Company (NAIC # 20443), INSURER D: , INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (Commercial General Liability, Claims-Made Occur, Limits: \$1,000,000), A AUTOMOBILE LIABILITY (Any Auto, Scheduled Autos, Non-Owned Autos, Hired Autos, Limits: \$1,000,000), A UMBRELLA LIAB (Excess Liab, Claims-Made, Deductible \$10,000, Retentions \$10,000, Limits: \$5,000,000), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Y/N, N/A, Limits: \$1,000,000), C Professional Liab (Claims Made, Retro Date, Limits: \$5,000,000 Per Claim, \$5,000,000 Aggregate, \$100,000 Deductible).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) 30 Days Notice of Cancellation Applies w/the exception of 10 Days for Non-Payment of Premium. Certificate Holder is Additional Insured for General Liability and Automobile Liability Coverages only where required by written contract.

CERTIFICATE HOLDER: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, FL 33061. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Gary Morris

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Meeting Date: 11/10/15

Agenda Item 19

REQUESTED COMMISSION ACTION:

 Consent Ordinance Resolution Consideration Workshop Initiative

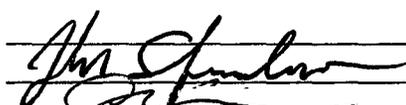
SHORT TITLE An Ordinance of the City Commission of The City of Pompano Beach, FL, approving and authorizing the proper City Officials to execute a contract for
OR MOTION: Consulting/professional services between the City of Pompano Beach and Cartaya and Associates, Architects, P.A. for Architectural and Structural Engineering Services; providing for severability; providing an effective date.

Summary of Purpose and Why:

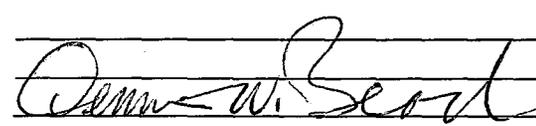
In a previous Commission action, the approval of the top ranking Consultant firm from RLI E-32-15 titled "Continuing Contract for Architectural and Structural Engineering Services for Various City Projects" Cartaya And Associates, Architects, P.A. was the top ranked firm. The term of this contract shall be for an initial period of one year and shall be automatically renewed for four (4) additional one year periods.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Engineering
- (2) Primary staff contact: John Sfiropoulos/ H. Danovich Ext 7009/ 7834
- (3) Expiration of contract, if applicable: October 27, 2020
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>10/15/15</u>	<u>APPROVE</u>	
Budget	<u>10-22-15</u>	<u>Approve</u>	
Finance	<u>10/16/15</u>	<u>Approval</u>	
City Attorney	<u>10/16/15</u>		

 Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
<u> </u>	<u> </u>	<u> </u>	<u> </u>
2nd Reading			
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>



CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CARTAYA AND ASSOCIATES, ARCHITECTS, P.A. FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Cartaya and Associates, Architects, P.A. for architectural and structural engineering services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
10/8/15
L:ord/2016-07



City Attorney's Communication #2016-34

October 8, 2015

TO: Missy Stanley, Engineering Secretary

FROM: Jill R. Mesojedec, FRP, Paralegal

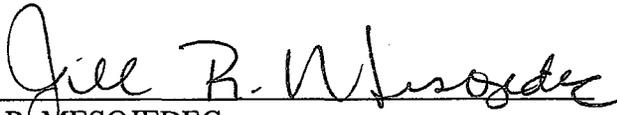
VIA: Mark E. Berman, City Attorney 

RE: Ordinances – Contracts for Consulting/Professional Services
Architectural and Structural Engineering Services

Pursuant to your memorandum dated October 6, 2015, Engineering Department Memorandum No. 16-03, I have prepared and attached Ordinances for the following entities:

1. Bermello, Ajamil & Partners, Inc.;
2. Cartaya and Associates, Architects, P.A.;
3. Design Kollaborative Architects Planners, Inc.;
4. Song & Associates, Inc.;
5. Synalovski Romanik Saye, LLC; and
6. Walters Zackria Associates, PLLC.

Please feel free to contact me should you have any questions.


JILL R. MESOJEDEC

/jrm
l:cor/enr/2016-34

Attachments

*CITY OF POMPANO BEACH,
FLORIDA*

CONSULTANT AGREEMENT

with



Florida's Warmest Welcome

CONTINUING CONTRACT FOR ENGINEERING SERVICES

for

Architectural and Structural Engineering Services

**CONTRACT FOR
CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the ____ day of _____, 20 __, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and Cartaya and Associates, Architects, P.A. () an individual, () a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-32-15 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Mario Cartaya

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including “out of pocket” expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City’s Representative in writing when 90% of the “not to exceed amount” for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City’s obligation to pay Consultant, but does not include a limitation upon Consultant’s duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City’s Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City’s representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. “Out-of-pocket” expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of “out-of-pocket” expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City’s Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state “Final Invoice” on the Consultant’s final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant’s most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City’s Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City’s Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City’s satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City’s right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars (\$25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract 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 the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict

or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

Mario Cartaya

Cartaya and Associates, Architects, P.A.

2400n E. Commercial Boulevard, Suite 201

Fort Lauderdale, FL 33308

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

“CITY”

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Dennis W. Beach, City Manager

Attest:

Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

Mark Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT"

Cartaya and Associates, Architects, P.A.

Witnesses:

[Signature]
Signature

YACQUIA FERNANDEZ
Name Typed, Printed or Stamped

[Signature]
Signature

BILROY HAYLES
Name Type, Printed or Stamped

By: *[Signature]*
Signature

Mario M. Cartaya
Name Typed, Printed or Stamped

Title: President

Address: 2400 E. Commercial Blvd., Suite 201
Fort Lauderdale, FL 33308

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9th day of October, 2015, by Mario M. Cartaya, as President of Cartaya and Associates, Architects, P.A..
(He/she is personally known to me) or who has produced n/a (type of identification) as identification.

NOTARY'S SEAL:



DEBORAH MARTIN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF049444
Expires 8/28/2017

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Deborah Martin
(Name of Acknowledger Typed, Printed or Stamped)

FF049444
Commission Number



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-32-15**

**CONTINUING CONTRACT FOR ARCHITECTURAL AND
STRUCTURAL ENGINEERING SERVICES FOR
VARIOUS CITY PROJECTS**

**RLI OPENING: May 26, 2015 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 24, 2015

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST (RLI)
E-32-15

CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
SERVICES FOR VARIOUS CITY PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional architectural or engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Architectural and Structural Engineering services to the City on a continuing as-needed basis.

The City will receive sealed proposals until **2:00 p.m. (local), May 26, 2015**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to architectural or engineering firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000. The contracts will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant(s) and the City.

1. **The types of projects to be undertaken may include, but are not limited to**

- Municipal Buildings
- Bridge repair, reconstruction, or replacement projects.
- Miscellaneous building repair or improvement projects.
- Roofing repair or replacement projects.
- Seawall repair, reconstruction, or replacement projects.
- Parks and Recreational Facilities projects.
- Emergency power projects.
- The City's approved Capital Improvement Program maybe found here http://pompanobeachfl.gov/pages/departement_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following:**

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of modeling, surveying and field data analysis. Preparation of preliminary cost estimates.

- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.
- Attend a pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).
- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.
- Firms must have previous municipal experience and must be licensed to practice Professional Architecture and/or Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

3 Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business

Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were

contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

6. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound proposal and five (5) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Interest:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

Provide references for past projects in the State of Florida, especially in the tri-county area (Broward, Palm Beach, and Miami-Dade). Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:

Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

Local Businesses:

Completed Local Business program forms, Exhibits E-H, if applicable.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

Acknowledgement of all Addenda issued.

City Forms:

Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
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GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

* Policy to be written on a claims incurred basis

XX	comprehensive form	
XX	premises - operations	bodily injury
—	explosion & collapse	
—	hazard	property damage
—	underground hazard	

—	products/completed operations hazard	bodily injury and property damage
XX	contractual insurance	combined
XX	broad form property damage	
XX	independent contractors	
XX	personal injury	personal injury

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

		bodily injury (each person)
XX	comprehensive form	bodily injury (each accident)
XX	owned	property damage
XX	hired	bodily injury and property damage combined
XX	non-owned	

REAL & PERSONAL PROPERTY

XX comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

XX	umbrella form	bodily injury and property damage combined		
XX	other than umbrella		\$2,000,000.	\$2,000,000.

XX **PROFESSIONAL LIABILITY** \$2,000,000. \$2,000,000.
 * Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points
2. Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points
3. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points
4. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RLI Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and

all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

k. Public Records

1. The City of Pompano Beach is a 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 that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions 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;

- c. 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
 - d. 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.
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 herein.

23. Questions and Communication

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
	_____	_____
Landscaping	_____	_____
	_____	_____
Engineering	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount/Percentage</u>

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly YES NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

(Date)

(Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- _____ Did not bid in response to the invitation
- _____ Submitted a bid that was not the low responsible bid
- _____ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

7. List the SBEs you will utilize and subcontract amount/percentage.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

___ Yes ___ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

___ Yes ___ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

STATEMENT OF NO RESPONSE
E-32-15 CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL
ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Request for Letters of Interest
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

September 8, 2015



CARTAYA &
ASSOCIATES
ARCHITECTS P.A.

CARTAYA AND ASSOCIATES ARCHITECTS SERVICE FEES

Standard Hourly Rates:

Principal.....	\$150/hr
Project Manager	\$100/hr
Sr. Draftsman.....	\$70/hr
Jr. Draftsman.....	\$55/hr
Clerical.....	\$45/hr

AAC001388

**QUALITY
ARCHITECTURE
AND SERVICE
SINCE 1979**

2400 E COMMERCIAL BOULEVARD | SUITE 201
FORT LAUDERDALE | FLORIDA | 33308

PH. (954) 771-2724
WWW.CARTAYAANDASSOCIATES.COM

Exhibit C

Client#: 1447454

132CARTA001

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/04/2015

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

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

PRODUCER: BB&T-Oswald Trippe and Company, 2400 N Commerce Pkwy, Ste 204, Weston, FL 33326, 954 389-1289. CONTACT NAME, PHONE (A/C, No, Ext): 954 389-1289, FAX (A/C, No): 866-802-8684. INSURER(S) AFFORDING COVERAGE: INSURER A: Phoenix Insurance Company (25623), INSURER B: Travelers Indemnity Company (25658), INSURER C: Zenith Insurance Company (13269).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) City of Pompano Beach as additional insured with respects to General Liability policy. APPROVED RISK MANAGEMENT ON: 09/04/15 BY: [Signature]

CERTIFICATE HOLDER: The City of Pompano Beach, 1201 NE 5th Avenue, Pompano Beach, FL 33060. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Douglas Fieber



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2015

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

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

PRODUCER SCOTT STEIN FL A253383 RISK MANAGEMENT PARTNERS, INC. 13900 JOG ROAD SUITE 203-125 DELRAY BEACH, FL 33446	CONTACT NAME: PHONE (A/C, No., Ext): 561-495-7900 E-MAIL ADDRESS: SSTEIN@RISKMPINC.COM FAX (A/C, No.): 561-495-7750
	INSURER(S) AFFORDING COVERAGE
INSURED CARTAYA & ASSOCIATES, ARCHITECTS, P.A. 2400 EAST COMMERCIAL BOULEVARD #201 FT. LAUDERDALE, FL 33308	INSURER A: ATLANTIC SPECIALTY INSURANCE
	INSURER B: KINSALE INSURANCE COMPANY
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ARCHITECTURAL ERRORS AND OMISSIONS		DPL-3298-14 0100021044-0	4/1/15 4/1/15	4/1/16 4/1/16	\$2,000,000/\$3,000,000 \$2,000,000 AGGREGATE EXCESS

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

APPROVED
 RISK MANAGEMENT
 ON: 09/04/15
 BY: JFM

CERTIFICATE HOLDER CITY OF POMPANO BEACH	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE SCOTT STEIN FL A253383

Meeting Date: 11/16/15

Agenda Item 20

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop Initiative

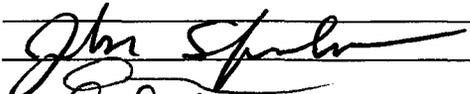
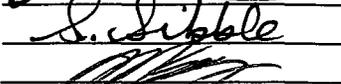
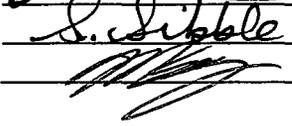
SHORT TITLE An Ordinance of the City Commission of The City of Pompano Beach, FL, approving and authorizing the proper City Officials to execute a contract for
OR MOTION: Consulting/professional services between the City of Pompano Beach and Design Kollaborative Architects Planners, Inc. for Architectural and Structural Engineering Services; providing for severability; providing an effective date.

Summary of Purpose and Why:

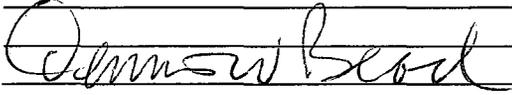
In a previous Commission action, the approval of the top ranking Consultant firm from RLI E-32-15 titled "Continuing Contract for Architectural and Structural Engineering Services for Various City Projects" Design Kollaborative Architects Planners, Inc. was the top ranked firm. The term of this contract shall be for an initial period of one year and shall be automatically renewed for four (4) additional one year periods. This is a local Pompano Beach firm.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Engineering
- (2) Primary staff contact: John Sfiropoulos/ H. Danovich Ext 7009/ 7834
- (3) Expiration of contract, if applicable: October 27, 2020
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>10/15/15</u>	APPROVE	
Budget	<u>10-22-15</u>	<u>Approve</u>	
Finance	<u>10/16/15</u>	<u>Approval</u>	
City Attorney	<u>10/15</u>		

Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND DESIGN KOLLABORATIVE ARCHITECTS PLANNERS, INC. FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Design Kollaborative Architects Planners, Inc. for architectural and structural engineering services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
10/8/15
L:ord/2016-08



City Attorney's Communication #2016-34

October 8, 2015

TO: Missy Stanley, Engineering Secretary

FROM: Jill R. Mesojedec, FRP, Paralegal

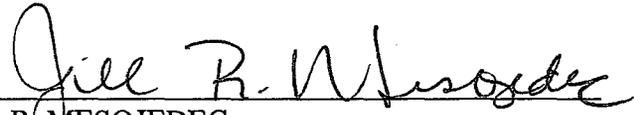
VIA: Mark E. Berman, City Attorney 

RE: Ordinances – Contracts for Consulting/Professional Services
Architectural and Structural Engineering Services

Pursuant to your memorandum dated October 6, 2015, Engineering Department Memorandum No. 16-03, I have prepared and attached Ordinances for the following entities:

1. Bermello, Ajamil & Partners, Inc.;
2. Cartaya and Associates, Architects, P.A.;
3. Design Kollaborative Architects Planners, Inc.;
4. Song & Associates, Inc.;
5. Synalovski Romanik Saye, LLC; and
6. Walters Zackria Associates, PLLC.

Please feel free to contact me should you have any questions.


JILL R. MESOJEDEC

/jrm
l:cor/engr/2016-34

Attachments

*CITY OF POMPANO BEACH,
FLORIDA*

CONSULTANT AGREEMENT

with



***CONTINUING CONTRACT FOR ENGINEERING SERVICES
for
Architectural and Structural Engineering Services***

**CONTRACT FOR
CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the _____ day of _____, 20____, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and DESIGN KOLLABORATIVE ARCHITECTS PLANNERS, INC. () an individual, () a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-32-15 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be CAPI, ANDRE

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including “out of pocket” expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City’s Representative in writing when 90% of the “not to exceed amount” for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City’s obligation to pay Consultant, but does not include a limitation upon Consultant’s duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City’s Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City’s representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. “Out-of-pocket” expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of “out-of-pocket” expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City’s Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of- pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state “Final Invoice” on the Consultant’s final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant’s most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City’s Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City’s Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City’s satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City’s right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars (\$25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract 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 the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict

or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City’s notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant’s ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City’s decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

DESIGN KOLLABORATIVE ARCHITECTS PLANNER, INC
ANDRE CAPI
24 NE 24TH AVE SUITE 1
POMPANO BEACH, FLORIDA 33062

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

“CITY”

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Dennis W. Beach, City Manager

Attest:

Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

Mark Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT"

DESIGN KOLLABORATIVE ARCHITECTS PLANNER, INC.

Witnesses:

Wendy L Weber
Signature

Wendy L Weber
Name Typed, Printed or Stamped

[Signature]
Signature

DANIEL SUAREZ
Name Type, Printed or Stamped

By: [Signature]
Signature

ANDRE CAPI
Name Typed, Printed or Stamped

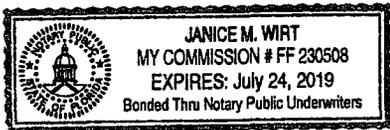
Title: DIRECTOR

Address: 24 NE 24TH AVE
POMPANO BEACH, FL 33062

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4 day of September, 2015, by Andre Capi, as Director of Design Kollaborative Architects Planners, Inc. He/she is personally known to me or who has produced personally know (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Janice M. Wirt
(Name of Acknowledger Typed, Printed or Stamped)

FF 230508
Commission Number

Exhibit A



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-32-15**

**CONTINUING CONTRACT FOR ARCHITECTURAL AND
STRUCTURAL ENGINEERING SERVICES FOR
VARIOUS CITY PROJECTS**

**RLI OPENING: May 26, 2015 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 24, 2015

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST (RLI)
E-32-15

CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
SERVICES FOR VARIOUS CITY PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional architectural or engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Architectural and Structural Engineering services to the City on a continuing as-needed basis.

The City will receive sealed proposals until **2:00 p.m. (local), May 26, 2015**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to architectural or engineering firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000. The contracts will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant(s) and the City.

1. **The types of projects to be undertaken may include, but are not limited to**

- Municipal Buildings
- Bridge repair, reconstruction, or replacement projects.
- Miscellaneous building repair or improvement projects.
- Roofing repair or replacement projects.
- Seawall repair, reconstruction, or replacement projects.
- Parks and Recreational Facilities projects.
- Emergency power projects.
- The City's approved Capital Improvement Program maybe found here http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following:**

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of modeling, surveying and field data analysis. Preparation of preliminary cost estimates.

- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.
- Attend a pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).
- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.
- Firms must have previous municipal experience and must be licensed to practice Professional Architecture and/or Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

3 **Term of Contract**

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

4. **Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business

Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were

contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

6. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound proposal and five (5) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Interest:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

Provide references for past projects in the State of Florida, especially in the tri-county area (Broward, Palm Beach, and Miami-Dade). Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:

Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

Local Businesses:

Completed Local Business program forms, Exhibits E-H, if applicable.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

Acknowledgement of all Addenda issued.

City Forms:

Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: <i>MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE</i>		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		

—	products/completed operations hazard	bodily injury and property damage
XX	contractual insurance	combined
XX	broad form property damage	
XX	independent contractors	
XX	personal injury	personal injury

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

		bodily injury (each person)
XX	comprehensive form	bodily injury (each accident)
XX	owned	property damage
XX	hired	bodily injury and property damage
XX	non-owned	combined

REAL & PERSONAL PROPERTY

XX	comprehensive form	Consultant must show proof they have this coverage.
----	--------------------	---

EXCESS LIABILITY

XX	umbrella form	bodily injury and property damage		
XX	other than umbrella	combined	\$2,000,000.	\$2,000,000.

XX	PROFESSIONAL LIABILITY	\$2,000,000.	\$2,000,000.
	* Policy to be written on a claims made basis		

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points
2. Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points
3. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points
4. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RLI Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and

all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

k. Public Records

1. The City of Pompano Beach is a 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 that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions 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;

- c. 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
 - d. 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.
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 herein.

23. Questions and Communication

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
	_____	_____
Landscaping	_____	_____
	_____	_____
Engineering	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount/Percentage</u>

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly YES NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

(Date)

(Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- _____ Did not bid in response to the invitation
- _____ Submitted a bid that was not the low responsible bid
- _____ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

7. List the SBEs you will utilize and subcontract amount/percentage.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- _____ Did not bid in response to the invitation
- _____ Submitted a bid which was not the low responsible bid
- _____ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

___ Yes ___ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

___ Yes ___ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

STATEMENT OF NO RESPONSE
E-32-15 CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL
ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Request for Letters of Interest
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____



EXHIBIT B HOURLY RATE SCHEDULE

RLI – E – 32-15

Design Kollaborative Architects/Planners, Inc.
Architectural Services

Position	Billing Rates/Hr.
Principal Architect	\$185.00
Senior Project Architect	\$125.00
Construction Cost Estimating	\$ 95.00
Project Architect	\$ 90.00
CADD Technician	\$ 65.00
Administrative Staff	\$ 40.00

Structural, Electrical & Roof Engineering

Position	Billing Rates/Hr.
Principal	\$150.00
Project Manager	\$100.00
CADD Technician	\$ 65.00
Administrative Staff	\$ 40.00

These rates are in effect from 2015-09-02 through 2016-09-02

Exhibit C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/24/2015

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com														
INSURED Design Kollaborative Architects/Planners, Inc. 24 NE 24th Ave Pompano Beach FL 33062	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hiscox Insurance Company Inc</td> <td style="text-align: center;">10200</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc	10200	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hiscox Insurance Company Inc	10200														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		UDC-1428946-CGL-15	02/27/2015	02/27/2016	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PO/ AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		UDC-1428946-EO-15	02/27/2015	02/27/2016	Each Claim: \$ 2,000,000 Aggregate: \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Pompano Beach is additional insured.

CERTIFICATE HOLDER City of Pompano Beach PO Drawer 1300 Pompano Beach, FL 33061	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)
9800 Fredericksburg Road - San Antonio, Texas 78288

FLORIDA AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON NEXT PAGE MAIL MCH-M-I
RENEWAL OF

Named Insured and Address

ANDRE SCHOFIELD CAPI
481 NE 1ST ST
POMPANO BEACH FL 33060-6201

State 01, FL 204, POLICY NUMBER 03474 46 39C 7101 5, POLICY PERIOD: (12:01 A.M. standard time) EFFECTIVE MAY 13 2015 TO NOV 13 2015, OPERATORS 01 ANDRE SCHOFIELD CAPI

Table with columns: VEH, YEAR, TRADE NAME, MODEL, BODY TYPE, ANNUAL MILEAGE, IDENTIFICATION NUMBER, VEH USE*, WORK/SCHOOL Miles Per Week, Days Per Week. Row 1: 01, 05, PONTIAC, GTO 2D, 2 DOOR, 10000, 6G2VX12U65L422150, P

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. W/C-Work/School; B-Business; F-Farm; P-Pleasure
VEH 01 POMPANO BEACH FL 33060-6201

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

Table with columns: COVERAGES, LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE), VEH 01 6-MONTH D=DED AMOUNT, PREMIUM \$, VEH D=DED AMOUNT, PREMIUM \$, VEH D=DED AMOUNT, PREMIUM \$, VEH D=DED AMOUNT, PREMIUM \$

6 MONTH PREMIUM \$
PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL, STATEMENT TO FOLLOW.

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

ENDORSEMENTS: ADDED 05-13-15 - NONE
REMAIN IN EFFECT(REFER TO PREVIOUS POLICY)- 5100FL(02) ACCFOR(01) A402FL(01)
INFORMATION FORMS: 55FL(05) 94629(01) 663FL(04) 999FL(02)

13
01 RSM5100000

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
COUNTERSIGNED BY on this date MARCH 26, 2015

MARIA ELENA MCALEXANDER

Steven Alan Bennett, Secretary

Alan W. Krapf, President

APPROVED
RISK MANAGEMENT
BY

07-07-15
Jm

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD
USAA CASUALTY INSURANCE COMPANY

POLICY IDENTIFICATION NO. CO. CODE EFF. DATE
03474 46 39C 7101 5 -02865 05/13/15

PERSONAL INJURY PROTECTION BENEFITS
AND PROPERTY DAMAGE LIABILITY

BODILY INJURY
LIABILITY

Name
ANDRE SCHOFIELD CAPI

VEHICLE DESCRIPTION

YEAR MAKE/MODEL
2005 PONTIAC

VEHICLE IDENTIFICATION NUMBER
6G2VX12U65L422150

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

Misrepresentation of Insurance is a first degree misdemeanor. Policy coverages extend to a rental car. See outline of coverage.

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND SONG & ASSOCIATES, INC. FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Song & Associates, Inc. for architectural and structural engineering services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
10/8/15
L:ord/2016-09



City Attorney's Communication #2016-34

October 8, 2015

TO: Missy Stanley, Engineering Secretary

FROM: Jill R. Mesojedec, FRP, Paralegal

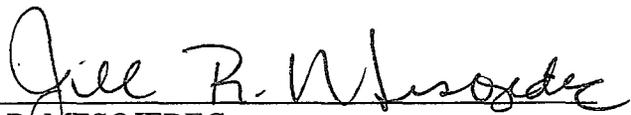
VIA: Mark E. Berman, City Attorney 

RE: Ordinances – Contracts for Consulting/Professional Services
Architectural and Structural Engineering Services

Pursuant to your memorandum dated October 6, 2015, Engineering Department Memorandum No. 16-03, I have prepared and attached Ordinances for the following entities:

1. Bermello, Ajamil & Partners, Inc.;
2. Cartaya and Associates, Architects, P.A.;
3. Design Kollaborative Architects Planners, Inc.;
4. Song & Associates, Inc.;
5. Synalovski Romanik Saye, LLC; and
6. Walters Zackria Associates, PLLC.

Please feel free to contact me should you have any questions.


JILL R. MESOJEDEC

/jrm
l:cor/engr/2016-34

Attachments

*CITY OF POMPANO BEACH,
FLORIDA*

CONSULTANT AGREEMENT

with



***CONTINUING CONTRACT FOR ENGINEERING SERVICES
for
Architectural and Structural Engineering Services***

**CONTRACT FOR
CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the _____ day of _____, 20____, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and Young Song & Associates, Inc. () an individual, () a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-32-15 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Young Song & Associates, Inc.

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including “out of pocket” expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City’s Representative in writing when 90% of the “not to exceed amount” for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City’s obligation to pay Consultant, but does not include a limitation upon Consultant’s duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City’s Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City’s representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. “Out-of-pocket” expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of “out-of-pocket” expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City’s Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars (\$25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract 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 the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict

or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

Young Song
1545 Centreport Dr. 100.
West Palm Beach, Florida 33401

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

“CITY”

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Dennis W. Beach, City Manager

Attest:

(SEAL)

Asceleta Hammond, City Clerk

Approved As To Form:

Mark Berman, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT"

Song + Associates, Inc.

Witnesses:

[Signature]

Signature

Robert Castrovinci
Name Typed, Printed or Stamped

By: [Signature]
Signature

Young Song
Name Typed, Printed or Stamped

Title: President / Principal

Address: 1545 Centrepark Dr. No.
West Palm Beach, FL 33401

[Signature]

Signature

JoAnn Brent
Name Type, Printed or Stamped

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9 day of September, 2015 by Young Song as President of Song + Associates, Inc. He/she is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Cynthia Kilgore Tyrwhitt-Drake
(Name of Acknowledger Typed, Printed or Stamped)

FF 136231
Commission Number

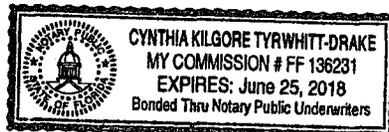


Exhibit A



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-32-15**

**CONTINUING CONTRACT FOR ARCHITECTURAL AND
STRUCTURAL ENGINEERING SERVICES FOR
VARIOUS CITY PROJECTS**

**RLI OPENING: May 26, 2015 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 24, 2015

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)
E-32-15

CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
SERVICES FOR VARIOUS CITY PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional architectural or engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Architectural and Structural Engineering services to the City on a continuing as-needed basis.

The City will receive sealed proposals until **2:00 p.m. (local), May 26, 2015**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to architectural or engineering firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000. The contracts will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant(s) and the City.

1. **The types of projects to be undertaken may include, but are not limited to**

- Municipal Buildings
- Bridge repair, reconstruction, or replacement projects.
- Miscellaneous building repair or improvement projects.
- Roofing repair or replacement projects.
- Seawall repair, reconstruction, or replacement projects.
- Parks and Recreational Facilities projects.
- Emergency power projects.
- The City's approved Capital Improvement Program maybe found here http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following:**

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of modeling, surveying and field data analysis. Preparation of preliminary cost estimates.

- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.
- Attend a pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).
- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.
- Firms must have previous municipal experience and must be licensed to practice Professional Architecture and/or Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

3 Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business

Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were

contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

6. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound proposal and five (5) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Interest:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

Provide references for past projects in the State of Florida, especially in the tri-county area (Broward, Palm Beach, and Miami-Dade). Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:

Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

Local Businesses:

Completed Local Business program forms, Exhibits E-H, if applicable.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

Acknowledgement of all Addenda issued.

City Forms:

Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
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GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

* Policy to be written on a claims incurred basis

XX comprehensive form		
XX premises - operations	bodily injury	
___ explosion & collapse		
___ hazard	property damage	
___ underground hazard		

—	products/completed operations hazard	bodily injury and property damage
XX	contractual insurance	property damage
XX	broad form property damage	combined
XX	independent contractors	
XX	personal injury	personal injury

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

		bodily injury (each person)
		bodily injury (each accident)
XX	comprehensive form	property damage
XX	owned	
XX	hired	bodily injury and property damage
XX	non-owned	combined

REAL & PERSONAL PROPERTY

XX comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

XX	umbrella form	bodily injury and property damage		
XX	other than umbrella	combined	\$2,000,000.	\$2,000,000.

XX **PROFESSIONAL LIABILITY** \$2,000,000. \$2,000,000.
 * Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points
2. Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points
3. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points
4. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RLI Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and

all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

k. Public Records

1. The City of Pompano Beach is a 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 that ordinarily and necessarily would be required by the City in order to perform the service;
- b. Provide the public with access to such public records on the same terms and conditions 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;

- c. 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
 - d. 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.
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 herein.

23. Questions and Communication

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
Landscaping	_____	_____
Engineering	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount/Percentage</u>

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly YES NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

(Date)

(Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- ___ Did not bid in response to the invitation
- ___ Submitted a bid that was not the low responsible bid
- ___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

7. List the SBEs you will utilize and subcontract amount/percentage.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>

EXHIBIT F
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

___ Yes ___ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

___ Yes ___ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

STATEMENT OF NO RESPONSE
E-32-15 CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL
ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Request for Letters of Interest
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____



SONG + ASSOCIATES, INC.
Hourly Rate Schedule
2015

Principal	\$225.00
Sr. Architect	\$200.00
Sr. Project Manager	\$165.00
Project Manager	\$135.00
Sr. Designer	\$135.00
Designer	\$125.00
Interior Designer	\$125.00
Sr. Construction Administrator	\$165.00
Construction Administrator	\$135.00
Project Coordinator/ Job Captain	\$115.00
CAD/BIM Technician	\$ 95.00
Administration	\$ 70.00

Song + Associates, Inc.
Architecture • Planning • Interior Design
AA003165 / IB0001095

1545 Centrepark Drive North
West Palm Beach, Florida 33401
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

EXHIBIT C



SONG&AS-01 BARFIELDH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Insurance Office of America, Inc. 1150 NW 72nd Avenue Suite 530 Miami, FL 33126. CONTACT NAME: Brenda Mullis. PHONE: (786) 464-1516. FAX: (786) 464-1517. E-MAIL ADDRESS: Brenda.Mullis@ioausa.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Nationwide Insurance Company of America NAIC # 25453.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL/INSR, SUBR/WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Continuing Services Auto Hired Non Owned Coverage Included per form CG7003 12-12 City of Pompano Beach is additional insured as respects to general liability as required by written contract.

CERTIFICATE HOLDER: City of Pompano Beach 1201 NE 5th Ave. Pompano Beach, FL 33060. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

SONG&AS-01

RBROOKS

DATE (MM/DD/YYYY)

9/9/2015

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No., Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Lexington Insurance Company A, XV 19437 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Song & Associates Inc. 1545 Centrepark Drive North West Palm Beach, FL 33401		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			RISK MANAGEMENT ON BY: 09/10/15 JTM			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional			020720837	10/14/2014	10/14/2015	Per Claim 3,000,000
A	Liability			020720837	10/14/2014	10/14/2015	Aggregate 5,000,000

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

RE: Continuing Services

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach 1201 NE 5th Avenue Pompano Beach, FL 33080	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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Meeting Date: 11/10/15

Agenda Item 22

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop Initiative

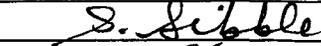
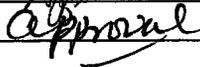
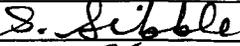
SHORT TITLE An Ordinance of the City Commission of The City of Pompano Beach, FL, approving and authorizing the proper City Officials to execute a contract for
OR MOTION: Consulting/professional services between the City of Pompano Beach and Synalovski Romanik Saye, LLC for Architectural and Structural Engineering Services; providing for severability; providing an effective date.

Summary of Purpose and Why:

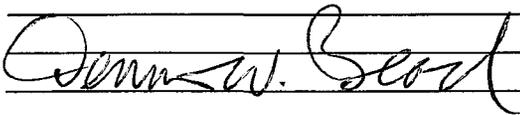
In a previous Commission action, the approval of the top ranking Consultant firm from RLI E-32-15 titled "Continuing Contract for Architectural and Structural Engineering Services for Various City Project" Synalovski Romanik Saye, LLC was the top ranked firm. The term of this contract shall be for an initial period of one year and shall be automatically renewed for four (4) additional one year periods.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Engineering
- (2) Primary staff contact: John Sfiropoulos/ H. Danovich Ext 7009/ 7834
- (3) Expiration of contract, if applicable: October 27, 2020
- (4) Fiscal impact and source of funding: N/A

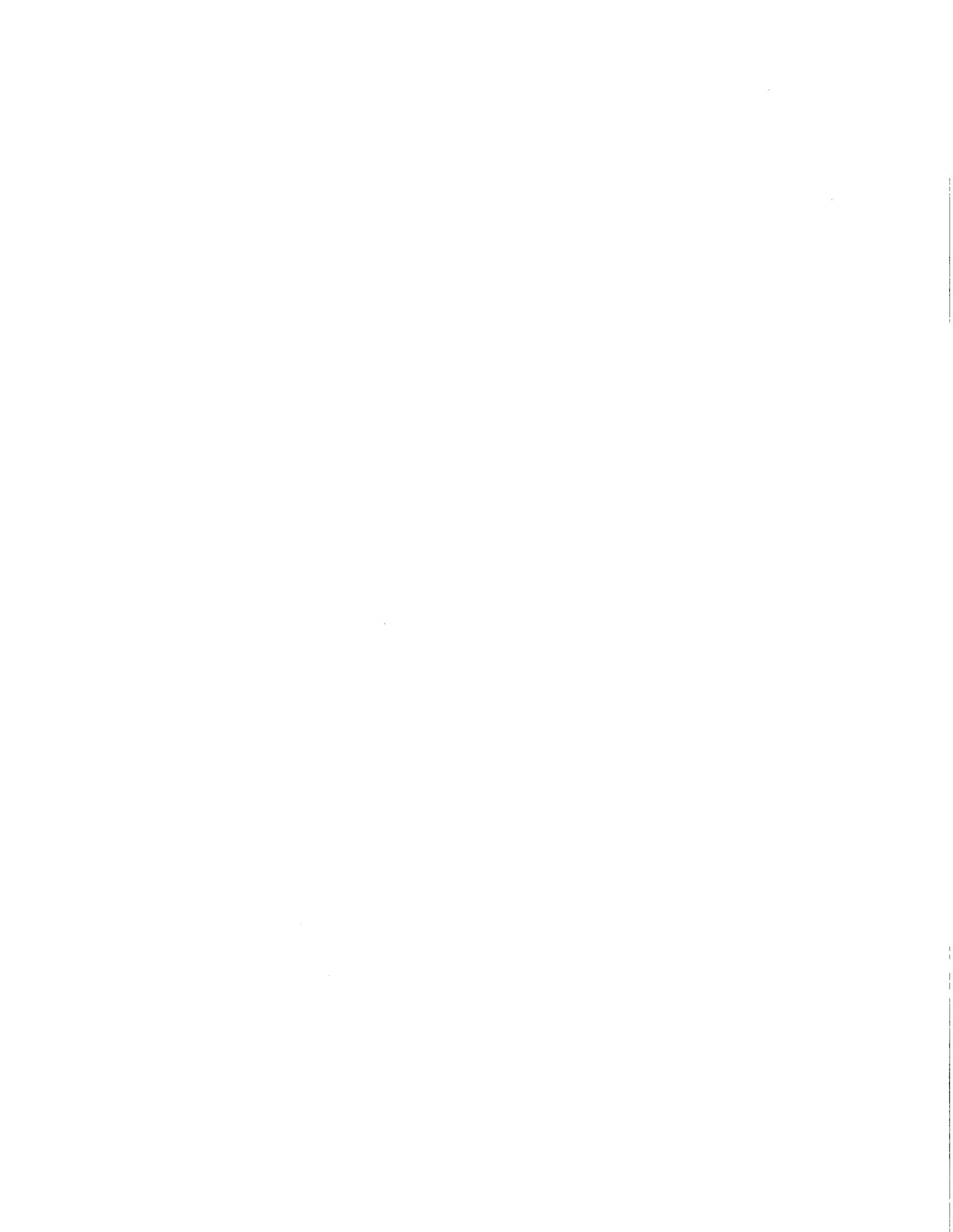
DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>10/15/15</u>	APPROVE	
Budget	<u>10-22-15</u>		
Finance	<u>10/16/15</u>		
City Attorney	<u>10/16/15</u>		

Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

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



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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND SYNALOVSKI ROMANIK SAYE, LLC FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Synalovski Romanik Saye, LLC for architectural and structural engineering services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
10/8/15
L:ord/2016-10



City Attorney's Communication #2016-34
October 8, 2015

TO: Missy Stanley, Engineering Secretary

FROM: Jill R. Mesojedec, FRP, Paralegal

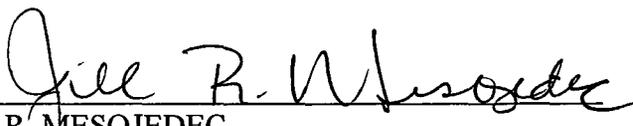
VIA: Mark E. Berman, City Attorney 

RE: Ordinances – Contracts for Consulting/Professional Services
Architectural and Structural Engineering Services

Pursuant to your memorandum dated October 6, 2015, Engineering Department Memorandum No. 16-03, I have prepared and attached Ordinances for the following entities:

1. Bermello, Ajamil & Partners, Inc.;
2. Cartaya and Associates, Architects, P.A.;
3. Design Kollaborative Architects Planners, Inc.;
4. Song & Associates, Inc.;
5. Synalovski Romanik Saye, LLC; and
6. Walters Zackria Associates, PLLC.

Please feel free to contact me should you have any questions.



JILL R. MESOJEDEC

/jrm
l:cor/engr/2016-34

Attachments

*CITY OF POMPANO BEACH,
FLORIDA*

CONSULTANT AGREEMENT

with



*CONTINUING CONTRACT FOR ENGINEERING SERVICES
for
Architectural and Structural Engineering Services*

**CONTRACT FOR
CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the _____ day of _____, 20____, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and SYNALOVSKI ROMANIK SAYE, LLC () an individual, () a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-32-15 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Merrill Romanik, AIA, NCARB, LEED AP

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including “out of pocket” expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City’s Representative in writing when 90% of the “not to exceed amount” for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City’s obligation to pay Consultant, but does not include a limitation upon Consultant’s duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City’s Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City’s representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. “Out-of-pocket” expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of “out-of-pocket” expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City’s Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance; shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars (\$25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract 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 the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict

or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

SYNALOVSKI ROMANIK SAYE, LLC
1800 Eller Drive, Suite 500
Fort Lauderdale, FL 33316

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

“CITY”

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Dennis W. Beach, City Manager

Attest:

(SEAL)

Asceleta Hammond, City Clerk

Approved As To Form:

Mark Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT"

SYNALOVSKI ROMANIK SAYE, LLC

Witnesses:

[Signature]
Signature

DEREK DOUGLAS
Name Typed, Printed or Stamped

[Signature]
Signature

Lorraine Sarfati
Name Type, Printed or Stamped

By: [Signature]
Signature

Manuel Synalovski
Name Typed, Printed or Stamped

Title: Managing Member

Address: 1900 Eller Drive, Ste 500
Fort Lauderdale, FL 33316

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of September, 2015, by Manuel Synalovski, as Managing Member of Synalovski Romanik Saye LLC. He/she is personally known to me or who has produced wa (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Isabel C. Marin
(Name of Acknowledger Typed, Printed or Stamped)

FF 113693
Commission Number

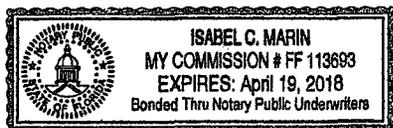


Exhibit A



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-32-15**

**CONTINUING CONTRACT FOR ARCHITECTURAL AND
STRUCTURAL ENGINEERING SERVICES FOR
VARIOUS CITY PROJECTS**

**RLI OPENING: May 26, 2015 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 24, 2015

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)
E-32-15

CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
SERVICES FOR VARIOUS CITY PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional architectural or engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Architectural and Structural Engineering services to the City on a continuing as-needed basis.

The City will receive sealed proposals until **2:00 p.m. (local), May 26, 2015**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to architectural or engineering firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000. The contracts will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant(s) and the City.

1. **The types of projects to be undertaken may include, but are not limited to**

- Municipal Buildings
- Bridge repair, reconstruction, or replacement projects.
- Miscellaneous building repair or improvement projects.
- Roofing repair or replacement projects.
- Seawall repair, reconstruction, or replacement projects.
- Parks and Recreational Facilities projects.
- Emergency power projects.
- The City's approved Capital Improvement Program maybe found here http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following:**

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of modeling, surveying and field data analysis. Preparation of preliminary cost estimates.

- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.
- Attend a pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).
- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.
- Firms must have previous municipal experience and must be licensed to practice Professional Architecture and/or Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

3 Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business

Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were

contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

6. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound proposal and five (5) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Interest:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

Provide references for past projects in the State of Florida, especially in the tri-county area (Broward, Palm Beach, and Miami-Dade). Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:

Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

Local Businesses:

Completed Local Business program forms, Exhibits E-H, if applicable.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

Acknowledgement of all Addenda issued.

City Forms:

Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
-------------------	--------------------	-----------

GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

* Policy to be written on a claims incurred basis

XX	comprehensive form	
XX	premises - operations	bodily injury
—	explosion & collapse	
—	hazard	property damage
—	underground hazard	

—	products/completed operations hazard	bodily injury and property damage
XX	contractual insurance	combined
XX	broad form property damage	
XX	independent contractors	
XX	personal injury	personal injury

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

		bodily injury (each person)
XX	comprehensive form	bodily injury (each accident)
XX	owned	property damage
XX	hired	bodily injury and property damage
XX	non-owned	combined

REAL & PERSONAL PROPERTY

XX	comprehensive form	Consultant must show proof they have this coverage.
----	--------------------	---

EXCESS LIABILITY

XX	umbrella form	bodily injury and property damage		
XX	other than umbrella	combined	\$2,000,000.	\$2,000,000.

XX	PROFESSIONAL LIABILITY	\$2,000,000.	\$2,000,000.
	* Policy to be written on a claims made basis		

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points
2. Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points
3. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points
4. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RLI Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and

all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

k. Public Records

1. The City of Pompano Beach is a 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 that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions 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;

- c. 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
 - d. 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.
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 herein.

23. Questions and Communication

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
Landscaping	_____	_____
Engineering	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount/Percentage</u>

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly YES NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

(Date)

(Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- ___ Did not bid in response to the invitation
- ___ Submitted a bid that was not the low responsible bid
- ___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

7. List the SBEs you will utilize and subcontract amount/percentage.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI # _____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed.

Name of Firm	Certificate Included?

STATEMENT OF NO RESPONSE
E-32-15 CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL
ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Request for Letters of Interest
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

PRADERE OFFICE PRODUCTS

Aged Receivables

As of Apr 30, 2015

Filter Criteria includes: 1) IDs from CIOFPO to CIOFPO; 2) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Fo

Customer	Invoice #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due	P.O. No
CITY OF POMPANO BEACH	9603				340.00	340.00	Storage Aug -Sept 2015
CITY OF POMPANO BEACH	9878				680.00	680.00	Storage Oct - Dec2014
CITY OF POMPANO BEACH	9885				380.00	380.00	Move one workstation 12/22/14
CITY OF POMPANO BEACH	10058				340.00	340.00	Storage Jan - Feb 2015
CITY OF POMPANO BEACH	10061				4,278.03	4,278.03	Robin and Reception
CITY OF POMPANO BEACH	10096				4,604.08	4,604.08	53 CPU Holders
CITY OF POMPANO BEACH	10185		340.00			340.00	Storage March - April 2015
CITY OF POMPANO BEACH	10234	340.00				340.00	Storage May - June 2015
CITY OF POMPANO BEACH	6251	41,313.87				41,313.87	Additional Furniture
CITY OF POMPANO BEACH		1,871.43				1871.43	Additional power for 3 stations
CITY OF POMPANO BEACH		43,525.30	340.00		10,622.11	54,487.41	
Report Total		43,525.30	340.00		10,622.11	54,487.41	

**PRADERE OFFICE
PRODUCTS**

www.pradereoffice.com
305-823-0190

CITY HALL POMPANO 3RD FLOOR POWER

QUOTE

Item	Mfg	Part Description	Qty	Sell	Ext Sell
1	AIS	Matrix Duplex Outlet - Line 4 - Dedicated	3	\$ 16.64	\$ 49.92
2	AIS	Matrix Duplex Outlet - Line 2	3	\$ 16.64	\$ 49.92
3	AIS	Matrix Duplex Outlet - Line 3	3	\$ 16.64	\$ 49.92
4	AIS	Matrix Duplex Outlet - Line 1	3	\$ 16.64	\$ 49.92
5	AIS	Dual Electrical Tile - 8H X 36W	6	\$ 37.44	\$ 224.64
6	AIS	51" Electrical Jumper (Pt 30E)	3	\$ 77.31	\$ 231.93
7	AIS	18" Electrical Jumper (Panel To Panel)	3	\$ 48.88	\$ 146.64
8	AIS	Single Powerway Assembly - 36W - 8 wire, 4 circuit	6	\$ 87.01	\$ 522.06
9	AIS	Single Powerway Assembly - 30W - 8 wire, 4 circuit	3	\$ 82.16	\$ 246.48
		Delivery & Installation	1	\$ 300.00	\$ 300.00
		Grand Total			\$ 1,871.43

Exhibit B



SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

EXHIBIT "B"

HOURLY RATE SCHEDULE

TITLE	RATE (\$/HR)
Principal	\$187.00
Architect	\$155.00
Project Manager	\$114.00
Architectural Intern	\$75.00
Design Architect	\$125.00
Drafting Technician	\$75.00
Clerical	\$65.00

SYNALOVSKI ROMANIK SAYE

Architecture • Planning • Interior Design

1800 Eller Drive, Suite 500 • Fort Lauderdale, FL 33316

T 954.961.6806 • F 954.961.6807 • www.synalovski.com

Exhibit C

Client#: 1053727

SYNALROM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/04/2015

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

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

PRODUCER: USI Insurance Services, LLC, 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607. CONTACT NAME, PHONE (A/C, No, Ext): 813 321-7500, FAX (A/C, No):. INSURER A: Travelers Indemnity Company of 25682, INSURER B: Travelers Casualty and Surety C 19038, INSURER C: Catlin Insurance Company, Inc. 19518, INSURER D, INSURER E, INSURER F.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDRESS, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Professional Liability coverage is written on a claims-made basis. Project: CONTINUING CONTRACT FOR ENGINEERING SERVICES for Architectural and Structural Engineering Services. The City of Pompano Beach is listed as an Additional Insured as respects the Commercial General Liability & Automobile policies as required by a written contract. A thirty (30) day written notice of cancellation or modification of coverage applies except 10 days for non payment of premium.

CERTIFICATE HOLDER: City of Pompano Beach, City Manager, Post Office Drawer 1300, Pompano Beach, FL 33061. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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Meeting Date: 11/10/15

Agenda Item 23

REQUESTED COMMISSION ACTION:

 Consent Ordinance Resolution Consideration Workshop Initiative

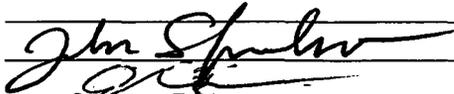
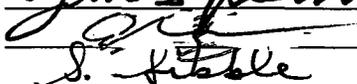
SHORT TITLE An Ordinance of the City Commission of The City of Pompano Beach, FL, approving and authorizing the proper City Officials to execute a contract for
OR MOTION: Consulting/professional services between the City of Pompano Beach and Walters Zackria Associates, PLLC for Architectural and Structural Engineering Services; providing for severability; providing an effective date.

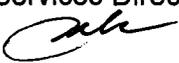
Summary of Purpose and Why:

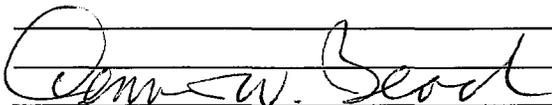
In a previous Commission action, the approval of the top ranking Consultant firm from RLI E-32-15 titled "Continuing Contract for Architectural and Structural Engineering Services for Various City Projects" Walters Zackria Associates, PLLC was the top ranked firm. The term of this contract shall be for an initial period of one year and shall be automatically renewed for four (4) additional one year periods.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Engineering
- (2) Primary staff contact: John Sfiropoulos/ H. Danovich Ext 7009/ 7834
- (3) Expiration of contract, if applicable: October 27, 2020
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>10/15/15</u>	APPROVE	
Budget	<u>10-22-15</u>	<u>approve</u>	
Finance	<u>10/16/15</u>	<u>approval</u>	<u>S. Fittable</u>
City Attorney	<u>10/16/15</u>		

 Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading <u> </u>	1st Reading <u> </u>	Results: <u> </u>	Results: <u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
2nd Reading <u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND WALTERS ZACKRIA ASSOCIATES, PLLC FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Walters Zackria Associates, PLLC for architectural and structural engineering services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
10/8/15
L:ord/2016-12



City Attorney's Communication #2016-34

October 8, 2015

TO: Missy Stanley, Engineering Secretary

FROM: Jill R. Mesojedec, FRP, Paralegal

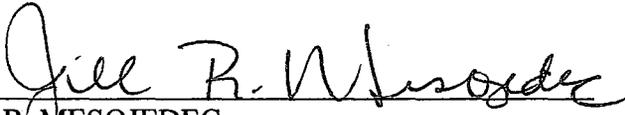
VIA: Mark E. Berman, City Attorney 

RE: Ordinances – Contracts for Consulting/Professional Services
Architectural and Structural Engineering Services

Pursuant to your memorandum dated October 6, 2015, Engineering Department Memorandum No. 16-03, I have prepared and attached Ordinances for the following entities:

1. Bermello, Ajamil & Partners, Inc.;
2. Cartaya and Associates, Architects, P.A.;
3. Design Kollaborative Architects Planners, Inc.;
4. Song & Associates, Inc.;
5. Synalovski Romanik Saye, LLC; and
6. Walters Zackria Associates, PLLC.

Please feel free to contact me should you have any questions.


JILL R. MESOJEDEC

/jrm
l:cor/engr/2016-34

Attachments

*CITY OF POMPANO BEACH,
FLORIDA*

CONSULTANT AGREEMENT

with



Florida's Warmest Welcome

***CONTINUING CONTRACT FOR ENGINEERING SERVICES
for
Architectural and Structural Engineering Services***

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 20____, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and Walters Zackria Associates, PLLC () an individual, () a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-32-15 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Abbas Zackria, President

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including “out of pocket” expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City’s Representative in writing when 90% of the “not to exceed amount” for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City’s obligation to pay Consultant, but does not include a limitation upon Consultant’s duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City’s Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City’s representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. “Out-of-pocket” expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of “out-of-pocket” expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City’s Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars (\$25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract 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 the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the

parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City’s notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant’s ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City’s decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

Abbas Zackria
Walters Zackria Associates, PLLC
1500 W. Cypress Creek Rd, Suite 105
Fort Lauderdale, FL 33309

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

“CITY”

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Dennis W. Beach, City Manager

Attest:

Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

Mark Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT"

Walters Zackria Associates, PLLC

Witnesses:

Alan Ferte
Signature

ALAN FERTEL
Name Typed, Printed or Stamped

Suzanne Ivan
Signature

SUZANNE IVAN
Name Type, Printed or Stamped

By: *Abbas Zackria*
Signature

Abbas Zackria
Name Typed, Printed or Stamped

Title: President

Address: 1500 W. Cypress Creek Rd., Suite 105,
Fort Lauderdale, FL 33309

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23 day of September, 2015, by Abbas Zackria as President of Walters Zackria Associates.
He/she is personally known to me or who has produced _____
(type of identification) as identification.

NOTARY'S SEAL:

Josephine Lachica
NOTARY PUBLIC, STATE OF FLORIDA
JOSEPHINE LACHICA
(Name of Acknowledger Typed, Printed or Stamped)
EE 200936
Commission Number





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/21/2015

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

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

PRODUCER Collinsworth Ins&Risk Mgmt Services Inc P.O. Box 661628 Miami Springs FL 33266	CONTACT NAME: Erinn E Collinsworth PHONE (A/C, No, Ext): (786) 930-4795 FAX (A/C, No): (786) 930-4794 E-MAIL ADDRESS: erinn@collinsworthinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Cas & Surety Co</td> <td>19038</td> </tr> <tr> <td>INSURER B: Berkley Ins Co</td> <td>32603</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Co</td> <td>25658</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Cas & Surety Co	19038	INSURER B: Berkley Ins Co	32603	INSURER C: Travelers Indemnity Co	25658	INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED Walters Zackria Associates, PLLC 1500 W. Cypress Creek Road Suite 105 Fort Lauderdale FL 33309	(954) 522-4123													

COVERAGES **CERTIFICATE NUMBER:** Cert ID 53 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680-0G797374	6/16/2015	6/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			680-0G797374	6/16/2015	6/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-4457T655	6/16/2015	6/16/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability			AEC-9003926-01 Claims Made Form	6/16/2015	6/16/2016	Each Claim 2,000,000 Policy Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract for Consulting/Professional Services
The City of Pompano Beach is named as an additional insured, excluding professional services, on the General & Auto Liability. Issuing companies will provide Certificate Holder with 30 days written notice of cancellation.

CERTIFICATE HOLDER Pompano Beach, The City of 1190 NE 3rd Avenue Pompano Beach FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-32-15**

**CONTINUING CONTRACT FOR ARCHITECTURAL AND
STRUCTURAL ENGINEERING SERVICES FOR
VARIOUS CITY PROJECTS**

**RLI OPENING: May 26, 2015 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST (RLI)
E-32-15

CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
SERVICES FOR VARIOUS CITY PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional architectural or engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Architectural and Structural Engineering services to the City on a continuing as-needed basis.

The City will receive sealed proposals until **2:00 p.m. (local), May 26, 2015**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to architectural or engineering firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000. The contracts will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant(s) and the City.

1. **The types of projects to be undertaken may include, but are not limited to**

- Municipal Buildings
- Bridge repair, reconstruction, or replacement projects.
- Miscellaneous building repair or improvement projects.
- Roofing repair or replacement projects.
- Seawall repair, reconstruction, or replacement projects.
- Parks and Recreational Facilities projects.
- Emergency power projects.
- The City's approved Capital Improvement Program maybe found here http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following:**

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of modeling, surveying and field data analysis. Preparation of preliminary cost estimates.

- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.
- Attend a pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).
- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.
- Firms must have previous municipal experience and must be licensed to practice Professional Architecture and/or Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

3 Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business

Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were

contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

6. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound proposal and five (5) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Interest:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

Provide references for past projects in the State of Florida, especially in the tri-county area (Broward, Palm Beach, and Miami-Dade). Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:

Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

Local Businesses:

Completed Local Business program forms, Exhibits E-H, if applicable.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

Acknowledgement of all Addenda issued.

City Forms:

Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
-------------------	--------------------	-----------

GENERAL LIABILITY: *MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE*

* Policy to be written on a claims incurred basis

XX comprehensive form		
XX premises - operations	bodily injury	
___ explosion & collapse		
___ hazard	property damage	
___ underground hazard		

—	products/completed operations hazard	bodily injury and property damage
XX	contractual insurance	combined
XX	broad form property damage	
XX	independent contractors	
XX	personal injury	personal injury

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

		bodily injury (each person)
XX	comprehensive form	bodily injury (each accident)
XX	owned	property damage
XX	hired	bodily injury and property damage combined
XX	non-owned	

REAL & PERSONAL PROPERTY

XX	comprehensive form	Consultant must show proof they have this coverage.
----	--------------------	---

EXCESS LIABILITY

XX	umbrella form	bodily injury and property damage combined		
XX	other than umbrella		\$2,000,000.	\$2,000,000.

XX	PROFESSIONAL LIABILITY	\$2,000,000.	\$2,000,000.
	* Policy to be written on a claims made basis		

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points
2. Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points
3. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points
4. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RLI Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and

all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

k. Public Records

1. The City of Pompano Beach is a 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 that ordinarily and necessarily would be required by the City in order to perform the service;
- b. Provide the public with access to such public records on the same terms and conditions 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;

- c. 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
 - d. 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.
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 herein.

23. Questions and Communication

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
Landscaping	_____	_____
Engineering	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount/Percentage</u>

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly YES NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

(Date)

(Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- ___ Did not bid in response to the invitation
- ___ Submitted a bid that was not the low responsible bid
- ___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

7. List the SBEs you will utilize and subcontract amount/percentage.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

_____ Did not bid in response to the invitation

_____ Submitted a bid which was not the low responsible bid

_____ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

STATEMENT OF NO RESPONSE
E-32-15 CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL
ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Request for Letters of Interest
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

Walters • Zackria Associates

Architecture • Engineering • Planning

Abbas H. Zackria, CSI
President

EXHIBIT B

RLI No. E-32-15

CITY OF POMPANO BEACH

ARCHITECTURAL DESIGN AND ENGINEERING CONSULTING SERVICES

WALTERS ZACKRIA ASSOCIATES, PLLC

SALARY COSTS

TITLE	HOURLY RATE
Registered Architect / Engineer	\$ 200.00
Project Manager 1	\$ 150.00
Project Manager 2	\$ 140.00
Project Manager 3 / Site Inspector	\$ 130.00
Cad Operator Level 1	\$ 115.00
Administrative	\$ 95.00

Rates are effective from 1-1-15 to 12-31-15.

Rates are subject to increase after the effective period. Hourly rates may be adjusted annually after the first full year of this AGREEMENT. In no instance may any adjustment exceed 5% in any one year.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2015

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

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

PRODUCER Collinsworth Ins&Risk Mgmt Services Inc P.O. Box 661628 Miami Springs FL 33266	CONTACT NAME: Erinn E Collinsworth PHONE (AG, No, Ext): (786) 930-4795 E-MAIL ADDRESS: erinn@collinsworthinsurance.com	FAX (AG, No): (786) 930-4794	
	INSURER(S) AFFORDING COVERAGE		
INSURED Walters Zackria Associates, PLLC 1500 W. Cypress Creek Road Suite 105 Fort Lauderdale FL 33309	INSURER A: Travelers Cas & Surety Co INSURER B: Berkley Ins Co INSURER C: Travelers Indemnity Co INSURER D: INSURER E: INSURER F:		NAIC # 19038 32603 25658

COVERAGES **CERTIFICATE NUMBER: Cert ID 53** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		680-0G797374	6/16/2015	6/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		680-0G797374	6/16/2015	6/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB-4457655	6/16/2015	6/16/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$ 500,000 E.L DISEASE - EA EMPLOYEE \$ 500,000 E.L DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability		AEC-9003926-01 Claims Made Form	6/16/2015	6/16/2016	Each Claim 2,000,000 Policy Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract for Consulting/Professional Services
 The City of Pompano Beach is named as an additional insured, excluding professional services, on the General & Auto Liability. Issuing companies will provide Certificate Holder with 30 days written notice of cancellation.

CERTIFICATE HOLDER Pompano Beach, The City of 1190 NE 3rd Avenue Pompano Beach FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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ACORD 25 (2014/01)

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Missy

Meeting Date: 11/10/15

Agenda Item 24

REQUESTED COMMISSION ACTION:

 Consent X Ordinance Resolution Consideration Workshop Initiative

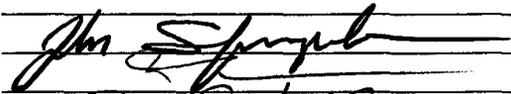
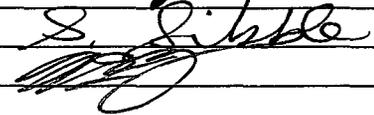
SHORT TITLE An Ordinance of the City Commission of The City of Pompano Beach, FL, approving and authorizing the proper City Officials to execute a contract for
OR MOTION: Consulting/professional services between the City of Pompano Beach and GFA International, Inc. for Environmental Testing and Consulting Services; providing for severability; providing an effective date.

Summary of Purpose and Why:

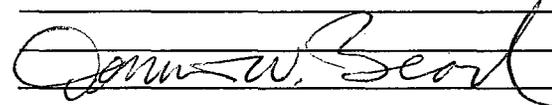
In a previous Commission action, the approval of the top ranking Consultant firm from RLI E-33-15 titled "Continuing Contract for Professional Environmental Testing and Consulting Services" GFA International, Inc. was the top ranked firm. The term of this contract shall be for an initial period of one year and shall be automatically renewed for four (4) additional one year periods.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Engineering
- (2) Primary staff contact: John Sfiropoulos/ H. Danovich Ext 7009/ 7834
- (3) Expiration of contract, if applicable: November 10, 2020
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>10/22/15</u>	<u>APPROVE</u>	
Budget	<u>10-29-15</u>	<u>Approve</u>	
Finance	<u>10/23/15</u>	<u>Approve</u>	
City Attorney	<u>10/23/15</u>		

 Advisory Board
 Development Services Director
 X City Manager 



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
<u>1st Reading</u>	<u>1st Reading</u>	<u>Results:</u>	<u>Results:</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>2nd Reading</u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND GFA INTERNATIONAL, INC. FOR ENVIRONMENTAL TESTING AND CONSULTING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and GFA International, Inc. for environmental testing and consulting services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
10/8/15
L:ord/2016-13



City Attorney's Communication #2016-35
October 9, 2015

TO: Missy Stanley, Engineering Secretary

FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Mark E. Berman, City Attorney 

RE: Ordinances – Contracts for Consulting/Professional Services
Environmental Testing and Consulting Services

Pursuant to your memorandum dated October 6, 2015, Engineering Department Memorandum No. 16-04, I have prepared and attached Ordinances for the following entities:

1. GFA International, Inc.;
2. E Sciences, Incorporated; and
3. Professional Service Industries, Inc.

Please feel free to contact me should you have any questions.



JILL R. MESOJEDEC

/jrm
l:cor/engr/2016-35

Attachments

*CITY OF POMPANO BEACH,
FLORIDA*

CONSULTANT AGREEMENT

with



Florida's Warmest Welcome

***CONTINUING CONTRACT FOR ENVIRONMENTAL TESTING AND CONSULTING
SERVICES***

for

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 20____, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and GFA International, Inc. () an individual, () a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-33-15 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Fred Kaub

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including “out of pocket” expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City’s Representative in writing when 90% of the “not to exceed amount” for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City’s obligation to pay Consultant, but does not include a limitation upon Consultant’s duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City’s Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City’s representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. “Out-of-pocket” expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of “out-of-pocket” expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City’s Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described

in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall

not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars (\$25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract 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 the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added

to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City’s notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant’s ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City’s decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

Fred Kaub, President
GFA International, Inc.
1215 Wallace Drive
Delray Beach, FL 33444

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

“CITY”

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Dennis W. Beach, City Manager

Attest:

Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

Mark Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT"

GFA International, Inc.

Witnesses:

Gerry Klein
Signature

Gerry Klein, Director of Marketing
Name Typed, Printed or Stamped

By: Fred Kaub
Signature

Fred Kaub, President
Name Typed, Printed or Stamped

Title: President

Address: GFA International, Inc.
1215 Wallace Drive
Delray Beach, FL 33444

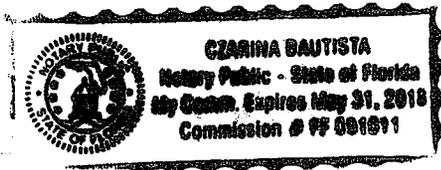
Susan Barbosa
Signature

Susan Barbosa, Office Manager
Name Type, Printed or Stamped

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th day of October, 2015, by Fred Kaub, as President of GFA International, Inc. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Czarina Bautista
NOTARY PUBLIC, STATE OF FLORIDA

Czarina Bautista
(Name of Acknowledger Typed, Printed or Stamped)

FF091011
Commission Number

Exhibit A



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-33-15**

**CONTINUING CONTRACT FOR PROFESSIONAL
ENVIRONMENTAL TESTING AND CONSULTING
SERVICES**

**RLI OPENING: May 7, 2015, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 7, 2015

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST (RLI)
E-33-15

CONTINUING CONTRACT FOR PROFESSIONAL ENVIRONMENTAL TESTING AND
CONSULTING SERVICES FOR VARIOUS CITY PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites qualified environmental testing and consulting firms to submit Letters of Interest, qualifications and experience for consideration to provide Professional Environmental Testing and Consulting services to the City on a continuing as-needed basis.

The City will receive sealed proposals until 2:00 p.m. (local), May 7, 2015, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to environmental firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000.

1. **The types of projects to be undertaken may include, but are not limited to**

- Site assessments and preparation of Phase I and/or Phase II Studies
- Monitor Well Installation and Abandonment
- Soils and Groundwater Sampling and Report Preparation
- Site Assessment Report Preparation
- Air Quality Testing and Associated Reports
- Asbestos Surveys and Remediation Recommendations
- Grant or Reimbursement Support Services for Remediation
- The City's approved Capital Improvement Program maybe found here http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following:**

- Prepare preliminary reports and/or alternative recommendations. This may include various types of research, modeling, testing and field data analysis.
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City)
- Provide project management services for projects.

- Prepare recommendations and cost estimates for compliance with regulatory requirements.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.
- Prepare reports for regulatory compliance monitoring and assessments.
- Firms must have demonstrated and specific experience in coordinating with local, county, state and federal regulatory agencies as it relates to environmental regulatory requirements. Additionally, if firms do not have in-house testing capabilities, they must detail the nature and extent of partnerships with a qualified firm or laboratory. Laboratories performing analytical work must be NELAC certified for the analytes of interest and operate under a Laboratory Quality Manual following NELAC requirements. Firms performing environmental sampling or field data collection must have a Field Sampling Quality Manual and follow the current Florida Department of Environmental Protection Standard Operating Procedures.

3 Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State

of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

6. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound proposal and five (5) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections.

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Interest:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Manuals

- Field Sampling Quality Manual for contractors or subs performing sampling.
- Laboratory Quality Manual for contract laboratories proposed for use by the contractor.
- Laboratory Certificate of Accreditation and a current list of certified tests from the Department of Health website listing Matrix, category and analyte.

Additionally, submit a one to two page document identifying how field and laboratory data are reviewed for acceptability (verified and validate) by the contractor, including time frames and corrective actions taken upon finding unacceptable data sets. The City requires written notification, and subsequent written approval by the City, before any contract laboratory other than the ones listed in the RLI submittal are used.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:

Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

Local Businesses:

Completed Local Business program forms, Exhibits E-H, if applicable.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

Acknowledgement of all Addenda issued.

City Forms:

Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- B. Liability Insurance
 - 1. Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse hazard		property damage
— underground hazard		
— products/completed operations hazard		
XX contractual insurance	bodily injury and property damage	
XX broad form property damage	combined	
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

	bodily injury (each person)	
	bodily injury (each accident)	
XX comprehensive form		
XX owned	property damage	
XX hired	bodily injury and property damage	
XX non-owned	combined	

REAL & PERSONAL PROPERTY

XX comprehensive form	Consultant must show proof they have this coverage.	
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EXCESS LIABILITY

XX umbrella form	bodily injury and property damage		
XX other than umbrella	combined	\$2,000,000.	\$2,000,000.

XX PROFESSIONAL LIABILITY	\$2,000,000.	\$2,000,000.
* Policy to be written on a claims made basis		

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points
2. Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points
3. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points
4. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly

executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RLI Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

A. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

B. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

C. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

D. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

E. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or

public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

F. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

G. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

H. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

I. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

J. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

K. Public Records

1. The City of Pompano Beach is a 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 that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions 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;
 - c. 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
 - d. 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.
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 herein.

23. Questions and Communication

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
Landscaping	_____	_____
Engineering	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount/Percentage</u>

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly YES NO

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- ___ Did not bid in response to the invitation
- ___ Submitted a bid that was not the low responsible bid
- ___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

7. List the SBEs you will utilize and subcontract amount/percentage.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT F
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

___ Yes ___ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

___ Yes ___ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

STATEMENT OF NO RESPONSE
E-33-15 CONTINUING CONTRACT FOR PROFESSIONAL ENVIRONMENTAL
TESTING AND CONSULTING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Request for Letters of Interest
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____



Exhibit B

Since 1988

Florida's Leading Engineering Source

Environmental • Geotechnical • Construction Materials Testing • Threshold and Special Inspections • Plan Review & Code Compliance

GFA INTERNATIONAL, INC. **PROFESSIONAL CONSULTING SERVICES** **2015 Master Fee Schedule**

ENVIRONMENTAL SERVICES

1. <u>NESHAP Asbestos Survey and Reporting</u>	<u>\$30.00/Sample</u>
2. <u>Phase I Environmental Site Assessment</u>	<u>\$1,600.00</u>
3. <u>Phase II Environmental Site Assessment</u>	<u>Call for Quotation</u>
4. <u>Lead-Based Paint Screening and Reporting</u>	<u>Call for Quotation</u>
5. <u>Mold Screening and Reporting</u>	<u>\$125.00/Sample</u>
6. <u>Environmental Field Technician</u>	<u>\$65.00/Hour</u>
7. <u>Environmental Scientist</u>	<u>\$65.00/Hour</u>
8. <u>Environmental Department Manager</u>	<u>\$95.00/Hour</u>
9. <u>Professional Geologist</u>	<u>\$105.00/Hour</u>
10. <u>Geoprobe Direct Push Drill Rig</u>	<u>\$1,800/Day</u>
11. <u>Chinese Drywall Investigation</u>	<u>\$500.00</u>

ENGINEERING SERVICES

1. <u>Engineering Technician (site, travel, & stand-by)</u>	<u>\$60.00/Hour</u>
2. <u>Sample Pick Up (If not scheduled with other work)</u>	<u>\$35.00/Hour</u>
3. <u>FDOT Certified Technician</u>	<u>\$65.00/Hour</u>
4. <u>Building Inspector (2 hour minimum plus travel)</u>	<u>\$75.00/Hour</u>
5. <u>Staff Engineer / Project Manager</u>	<u>\$85.00/Hour</u>
6. <u>Professional Engineer</u>	<u>\$120.00/Hour</u>
7. <u>Principal Engineer</u>	<u>\$150.00/Hour</u>
8. <u>Threshold Engineer PE</u>	<u>\$120.00/Hour</u>
9. <u>Threshold/ Special Inspector Representative</u>	<u>\$75.00/Hour</u>

GEOTECHNICAL SERVICES

1. <u>Drill Rig Mobilization (Truck Mount)</u>	<u>\$350.00 Each</u>
2. <u>Drill Rig Mobilization (Track Mounted)</u>	<u>\$1,500.00 Each</u>
3. <u>Standard Penetration Borings (SPT) ASTM D 1586 (0-50')</u>	<u>\$13.50 Foot</u>
4. <u>Standard Penetration Borings (SPT) ASTM D 1586 (50' to 100')</u>	<u>\$14.00 Foot</u>
5. <u>Tripod SPT Borings</u>	<u>\$18.00 Foot</u>

6. <u>Auger Borings</u>	\$9.00 Foot
7. <u>Percolation Tests (SFWMD Method)</u>	\$500.00 Each
8. <u>Casing</u>	\$4.00 Foot
9. <u>Concrete/Asphalt Coring and Repair (For Geotechnical Borings)</u>	\$75.00 Each
10. <u>Dynamic Cone Penetrometer (DCP)</u>	\$250.00 Each
11. <u>Hand Cone Penetrometer (HCP)</u>	\$250.00 Each
12. <u>Geoprobe Direct Push Drill Rig</u>	\$1,800/Day
13. <u>GPR (Ground Penetrating Radar)</u>	Call for Quotation

SOILS

1. <u>Moisture-Density Relationship (Modified Proctor) – ASTM D-1557, D698</u>	\$95.00 Each
2. <u>Limerock Bearing Ratio (LBR) – FM5-515</u>	\$250.00 Each
3. <u>Florida Bearing Value (FBV) – FM5-517</u>	\$80.00 Each
4. <u>Field Density Tests – Nuclear Method – ASTM D-2922</u> <u>(Minimum 4 tests per trip per hour)</u>	\$18.00 Each
5. <u>Field Density Tests – Drive Sleeve Method – ASTM D-2937</u> <u>(Minimum 4 tests per trip per hour)</u>	\$25.00 Each
6. <u>Field Density Tests – Sand Cone Method – ASTM D-1556</u> <u>(Minimum 4 tests per trip per hour)</u>	\$35.00 Each
7. <u>Field Density Tests – Rubber Balloon Method – ASTM D-2167</u> <u>(Minimum 4 tests per trip per hour)</u>	\$45.00 Each
8. <u>Moisture Content by Calcium Carbide Gas Pressure</u> <u>(Speedy Moisture) FM5-507</u>	\$25.00 Each
9. <u>Soil Classification Testing – ASTM D-2487</u>	\$65.00 Each
10. <u>Moisture Content Determination – ASTM D-2216</u>	\$25.00 Each
11. <u>200 Wash (Percent Fines Determination) – ASTM D-1140</u>	\$50.00 Each
12. <u>Sieve Analysis – ASTM D-6913</u>	\$65.00 Each
13. <u>Particle Size Analysis (By Hydrometer) – ASTM D-422</u>	\$165.00 Each
14. <u>Atterberg Limits Testing (Liquid & Plastic Limits) – ASTM D-4318</u>	\$60.00 Each
15. <u>Organic Content by Dry Weight ASTM D-2974</u>	\$45.00 Each
16. <u>Munsell Color Determination</u>	\$20.00 Each
17. <u>Sand Equivalent – ASTM D-2419</u>	\$75.00 Each
18. <u>Permeability of Granular Soils – ASTM D-2434</u>	\$250.00 Each

CONCRETE

1. <u>Compressive Strength of Concrete – ASTM C-31, C-39, & C-143</u> <u>(Set of 4 Cylinders with 1 Slump Test*)</u>	\$75.00/Set
2. <u>Additional Cylinders (if required)</u>	\$10.00 Each
3. <u>Additional Slump Test (if required) – ASTM C-143</u>	\$10.00 Each
4. <u>Air Content (Volumetric Method) – ASTM C-173</u>	\$40.00 Each



5.	<u>Air Content (Pressure Method) – ASTM C-231</u>	\$40.00 Each
6.	<u>Unit Weight and Yield – ASTM C-138</u>	\$45.00 Each
7.	<u>Flexural Strength of Concrete Beams – ASTM C-78**</u>	
	a. <u>In conjunction with concrete cylinder testing</u>	\$60.00 Each
	b. <u>Not in conjunction with concrete cylinder testing</u>	\$85.00 Each
8.	<u>Curing and Testing Concrete Samples Cast by Others – ASTM C-39</u>	\$15.00 Each
9.	<u>Verification of Mix Design</u>	\$400.00 Each
10.	<u>Rebar Locator (R-Meter)</u>	\$100.00/Day +Tech Time
11.	<u>Swiss Hammer (Rebound) Testing – ASTM C-805</u>	\$100.00/Day + Tech Time
12.	<u>Windsor Probe (Penetration) Testing - ASTM C-803 (Set of 3 Shots)</u>	\$100.00/Set
13.	<u>Moisture Vapor Emissions Testing – ASTM F-1869</u>	\$40.00 Each
14.	<u>Floor Flatness Testing – ASTM E1155</u>	\$500.00 Trip
	* <u>Minimum 1 set per hour per trip</u>	
	** <u>Minimum 2 beams per hour and 4 beams per trip</u>	

AGGREGATE

1.	<u>Carbonate Content – FM5-514</u>	\$65.00 Each
2.	<u>Organic Impurities – ASTM C-40</u>	\$65.00 Each
3.	<u>Sodium Sulfate Soundness – ASTM C-88</u>	\$300.00 Each
4.	<u>LA Abrasion Testing – ASTM C-131</u>	\$175.00 Each
5.	<u>Sieve Analysis / Gradation – ASTM C-136</u>	\$65.00 Each
6.	<u>Moisture Content by Drying – ASTM C-566</u>	\$25.00 Each
7.	<u>Material Finer Than No. 200 Sieve by Washing – ASTM C-117</u>	\$50.00 Each
8.	<u>Unit Weight – ASTM C-29</u>	\$65.00 Each

MASONRY

1.	<u>Compressive Strength of Masonry Grout (Set of 4 Prisms) – ASTM C-1019</u>	\$75.00/Set
2.	<u>Compressive Strength of Hollow Concrete Masonry Units (Set of 3 Specimens) – ASTM C-140</u>	\$125.00/Set
3.	<u>Compressive Strength Test of Masonry Prisms (Set of 3 Specimens Assembled by Client) – ASTM C-1314</u>	\$250.00/Set
4.	<u>Compressive Strength of Masonry Mortar – ASTM C-109 (Set of 3, 2 inch Cubes)</u>	\$75.00/Set
5.	<u>Absorption of Concrete Masonry Units – ASTM C-140</u>	\$30.00/Block



CONCRETE CORING

1. <u>Core Machine Mobilization</u>	<u>\$200.00/Day</u>
2. <u>Cutting Concrete Cores (3 or 4 inch diameter)</u>	<u>\$45.00/Core</u>
3. <u>Compressive Strength Testing of Concrete Cores – ASTM C-42</u>	<u>\$45.00/Core</u>

ASPHALT PAVEMENT TESTING

1. <u>Field Density Tests – Nuclear Method – ASTM D-2950</u> <u>(Minimum 4 tests per trip per hour)</u>	<u>\$16.00 Each</u>
2. <u>Mobilization of Asphalt Coring Equipment</u>	<u>\$150.00/Day</u>
3. <u>Asphalt Cores Thickness Determination</u>	<u>\$25.00/Each</u>
4. <u>Asphalt Thickness Determination</u>	<u>\$10.00/Each</u>
5. <u>Base Course Thickness Determination</u>	<u>\$10.00/Core</u>
6. <u>Subgrade Thickness Determination</u>	<u>\$10.00/Core</u>
7. <u>Bulk Specific Gravity and Density of Asphalt Cores – ASTM D-2726</u>	<u>\$45.00 Each</u>
8. <u>Theoretical Maximum Specific Gravity and Density</u> <u>(Rice Density) – ASTM D-2041</u>	<u>\$150.00 Each</u>
9. <u>Extraction and Gradation Tests – ASTM D-2172 & D-5444</u>	<u>\$200.00 Each</u>
10. <u>Marshall Stability and Flow – ASTM D-6926 & D-6927</u>	<u>\$200.00 Each</u>

ROOFING SERVICES

1. <u>Registered Roof Observer</u>	<u>\$95.00 Hour</u>
2. <u>Roof Inspector</u>	<u>\$75.00 Hour</u>
3. <u>Fastener Withdrawal Test (TAS 105) (\$450.00 Min)</u>	<u>\$40.00 per pull</u>
4. <u>Roof Moisture Survey (\$450.00 Min)</u>	<u>\$0.05 per sq ft</u>
5. <u>Roof Uplift (Bell Chamber or Bonded) (TAS 124) (\$1,200.00 Min)</u>	<u>\$300.00 per test</u>





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2015

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

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

PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064	CONTACT NAME: PHONE (A/C. No. Ext): 954-941-0900 FAX (A/C. No.): 954-941-2006 E-MAIL ADDRESS: emedlin@bgsagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED GFAIN GFA International, Inc. 1215 Wallace Drive Delray Beach FL 33444	INSURER A: Amerisure Insurance Co.	19488
	INSURER B: Amerisure Partners Insurance Compan	11050
	INSURER C: Amerisure Mutual Insurance Co.	23396
	INSURER D: Endurance American Specialty Insur	41718
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 973736064** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU/Contractual <input checked="" type="checkbox"/> Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	GL20281851001	4/1/2015	4/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA20757660505	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		CU20281871102	4/1/2015	4/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC207576504	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Claims Made Policy			DPL10003579303	4/1/2015	4/1/2016	Per Claim \$2,000,000 Aggregate \$4,000,000 Deductible \$25,000

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

DOCUMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY THE ACORD 101.

General Liability:
 Additional Insured, ongoing and completed operations, as required by written contract, per CG7048 0913.
 Primary & Non-Contributory, as required by written contract, per CG7048 0913.
 Waiver of Subrogation as required by written contract, per CG7049 1109.
 30 Days Notice of Cancellation other than non-payment of premium per Notice per Form IL 70 45 05/07.
 See Attached...

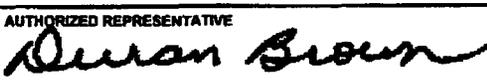
CERTIFICATE HOLDER City of Pompano Beach 1201 NE 5th Avenue Pompano Beach FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Exhibit C

AGENCY CUSTOMER ID: GFAIN

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Bateman Gordon and Sands		NAMED INSURED GFA International, Inc. 1215 Wallace Drive Delray Beach FL 33444	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Auto Liability:

Additional Insured, as required by written contract, per CA7171 0508.
Waiver of Subrogation as required by written contract, per CA7171 0508

Workers' Compensation:

Waiver of Subrogation as required by written contract, per WC000313.

Umbrella Liability:

Umbrella liability extends coverage to underlying General Liability (excludes the general liability per project aggregate), Auto Liability and Workers Compensation coverage's.

General Information:

The General Liability policy contains no specific residential exclusions.
Independent Contractors Liability is included in the General Liability per form CG0001 0413.

ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS

Meeting Date: 11/10/15

Agenda Item 25

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop Initiative

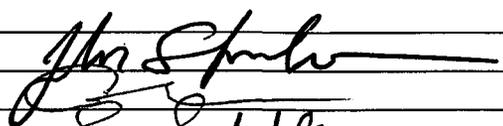
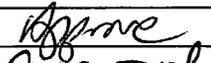
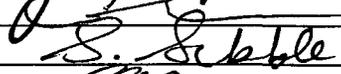
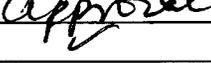
SHORT TITLE An Ordinance of the City Commission of The City of Pompano Beach, FL, approving and authorizing the proper City Officials to execute a contract for
OR MOTION: Consulting/professional services between the City of Pompano Beach and E Sciences, Incorporated for Environmental Testing and Consulting Services; providing for severability; providing an effective date.

Summary of Purpose and Why:

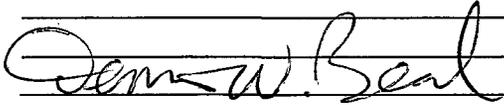
In a previous Commission action, the approval of the top ranking Consultant firm from RLI E-33-15 titled "Continuing Contract for Professional Environmental Testing and Consulting Services" E Sciences, Incorporated was the top ranked firm. The term of this contract shall be for an initial period of one year and shall be automatically renewed for four (4) additional one year periods.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Engineering
- (2) Primary staff contact: John Sfiropoulos/ H. Danovich Ext 7009/ 7834
- (3) Expiration of contract, if applicable: November 10, 2020
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>10/22/15</u>	APPROVE	
Budget	<u>10-29-15</u>		
Finance	<u>10/23/15</u>	Approval	
City Attorney	<u>10/22/15</u>		

Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND E SCIENCES, INCORPORATED FOR ENVIRONMENTAL TESTING AND CONSULTING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and E Sciences, Incorporated for environmental testing and consulting services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
10/8/15
L:ord/2016-14



City Attorney's Communication #2016-35

October 9, 2015

TO: Missy Stanley, Engineering Secretary

FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Mark E. Berman, City Attorney 

RE: Ordinances – Contracts for Consulting/Professional Services
Environmental Testing and Consulting Services

Pursuant to your memorandum dated October 6, 2015, Engineering Department Memorandum No. 16-04, I have prepared and attached Ordinances for the following entities:

1. GFA International, Inc.;
2. E Sciences, Incorporated; and
3. Professional Service Industries, Inc.

Please feel free to contact me should you have any questions.



JILL R. MESOJEDEC

/jrm
l:cor/engr/2016-35

Attachments

*CITY OF POMPANO BEACH,
FLORIDA*

CONSULTANT AGREEMENT

with



***CONTINUING CONTRACT FOR ENVIRONMENTAL TESTING AND CONSULTING
SERVICES
for***

**CONTRACT FOR
CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the _____ day of _____, 20____, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and E Sciences, Incorporated () an individual, () a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-33-15 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Nadia G. Locke

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including “out of pocket” expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City’s Representative in writing when 90% of the “not to exceed amount” for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City’s obligation to pay Consultant, but does not include a limitation upon Consultant’s duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City’s Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City’s representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. “Out-of-pocket” expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of “out-of-pocket” expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City’s Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described

in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall

not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars (\$25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract 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 the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added

to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City’s notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant’s ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City’s decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

Nadia G. Locke.
E Sciences, Incorporated
224 E. 9th Street
Fort Lauderdale, FL 33316

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

“CITY”

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Dennis W. Beach, City Manager

Attest:

(SEAL)

Asceleta Hammond, City Clerk

Approved As To Form:

Mark Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT"

E Sciences, Incorporated

Witnesses:

Carolyn M. Foster
Signature

CAROLYN M. FOSTER
Name Typed, Printed or Stamped

Tommi-Ann Pritchett
Signature

Tommi-Ann Pritchett
Name Type, Printed or Stamped

By: *Peter K. Partlow*
Signature

Peter K. Partlow
Name Typed, Printed or Stamped

Title: President

Address: 34 E. Pine St.
Orlando FL 32801

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2nd day of October, 2015, by Peter K. Partlow, as President of E Sciences, Incorporated.
He/she is personally known to me or who has produced _____
(type of identification) as identification.

NOTARY'S SEAL:



LAURA M. ALDRIDGE
MY COMMISSION # FF 103467
EXPIRES: June 3, 2018
Bonded Thru Budget Notary Services

Laura M. Aldridge
NOTARY PUBLIC, STATE OF FLORIDA

Laura M. Aldridge
(Name of Acknowledger Typed, Printed or Stamped)

FF 103467
Commission Number

Exhibit A



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-33-15**

**CONTINUING CONTRACT FOR PROFESSIONAL
ENVIRONMENTAL TESTING AND CONSULTING
SERVICES**

**RLI OPENING: May 7, 2015, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 7, 2015

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST (RLI)
E-33-15

CONTINUING CONTRACT FOR PROFESSIONAL ENVIRONMENTAL TESTING AND
CONSULTING SERVICES FOR VARIOUS CITY PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites qualified environmental testing and consulting firms to submit Letters of Interest, qualifications and experience for consideration to provide Professional Environmental Testing and Consulting services to the City on a continuing as-needed basis.

The City will receive sealed proposals until 2:00 p.m. (local), May 7, 2015, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to environmental firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000.

1. **The types of projects to be undertaken may include, but are not limited to**

- Site assessments and preparation of Phase I and/or Phase II Studies
- Monitor Well Installation and Abandonment
- Soils and Groundwater Sampling and Report Preparation
- Site Assessment Report Preparation
- Air Quality Testing and Associated Reports
- Asbestos Surveys and Remediation Recommendations
- Grant or Reimbursement Support Services for Remediation
- The City's approved Capital Improvement Program maybe found here http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following:**

- Prepare preliminary reports and/or alternative recommendations. This may include various types of research, modeling, testing and field data analysis.
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City)
- Provide project management services for projects.

- Prepare recommendations and cost estimates for compliance with regulatory requirements.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.
- Prepare reports for regulatory compliance monitoring and assessments.
- Firms must have demonstrated and specific experience in coordinating with local, county, state and federal regulatory agencies as it relates to environmental regulatory requirements. Additionally, if firms do not have in-house testing capabilities, they must detail the nature and extent of partnerships with a qualified firm or laboratory. Laboratories performing analytical work must be NELAC certified for the analytes of interest and operate under a Laboratory Quality Manual following NELAC requirements. Firms performing environmental sampling or field data collection must have a Field Sampling Quality Manual and follow the current Florida Department of Environmental Protection Standard Operating Procedures.

3 Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State

of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

6. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound proposal and five (5) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections.

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Interest:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Manuals

- Field Sampling Quality Manual for contractors or subs performing sampling.
- Laboratory Quality Manual for contract laboratories proposed for use by the contractor.
- Laboratory Certificate of Accreditation and a current list of certified tests from the Department of Health website listing Matrix, category and analyte.

Additionally, submit a one to two page document identifying how field and laboratory data are reviewed for acceptability (verified and validate) by the contractor, including time frames and corrective actions taken upon finding unacceptable data sets. The City requires written notification, and subsequent written approval by the City, before any contract laboratory other than the ones listed in the RLI submittal are used.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:

Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

Local Businesses:

Completed Local Business program forms, Exhibits E-H, if applicable.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

Acknowledgement of all Addenda issued.

City Forms:

Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- B. Liability Insurance
 - 1. Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE			
* Policy to be written on a claims incurred basis			
XX comprehensive form			
XX premises - operations	bodily injury		
— explosion & collapse			
— hazard	property damage		
— underground hazard			
— products/completed			
— operations hazard	bodily injury and		
XX contractual insurance	property damage		
XX broad form property	combined		
— damage			
XX independent contractors			
XX personal injury	personal injury		

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

	bodily injury		
	(each person)		
	bodily injury		
XX comprehensive form	(each accident)		
XX owned	property damage		
XX hired	bodily injury and		
XX non-owned	property damage		
	combined		

REAL & PERSONAL PROPERTY

XX comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

XX umbrella form	bodily injury and		
	property damage		
XX other than umbrella	combined	\$2,000,000.	\$2,000,000.

XX **PROFESSIONAL LIABILITY** \$2,000,000. \$2,000,000.
* Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points
2. Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points
3. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points
4. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly

executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RLI Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

A. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

B. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

C. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

D. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

E. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or

public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

F. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

G. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

H. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

I. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

J. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

K. Public Records

1. The City of Pompano Beach is a 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 that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions 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;
 - c. 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
 - d. 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.
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 herein.

23. Questions and Communication

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
Landscaping	_____	_____
Engineering	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount/Percentage</u>

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly YES NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

(Date)

(Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- ___ Did not bid in response to the invitation
- ___ Submitted a bid that was not the low responsible bid
- ___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

7. List the SBEs you will utilize and subcontract amount/percentage.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>

EXHIBIT F
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

___ Yes ___ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

___ Yes ___ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

STATEMENT OF NO RESPONSE
E-33-15 CONTINUING CONTRACT FOR PROFESSIONAL ENVIRONMENTAL
TESTING AND CONSULTING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Request for Letters of Interest
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

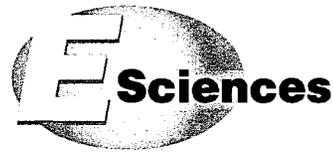
COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____



**E SCIENCES, INCORPORATED
 2015 SCHEDULE OF FEES**

A. PERSONNEL

Charges will be made at the following rates for staff time spent in administration, consultation or meetings related to the project, field inspection and evaluation, review and analysis of field and laboratory data, travel time, report preparation and review, etc. **Preparation and time spent for expert testimony will be charged at 1.5 times the standard rates.**

	<u>Rate Per Hour</u>
PRINCIPAL Registered Engineer/Geologist/Scientist	\$190.00
DIRECTOR/CHIEF Engineer/Geologist/Scientist	\$190.00
SENIOR II Registered Engineer/Geologist/Scientist	\$175.00
SENIOR I Registered Engineer/Geologist/Scientist	\$145.00
PROJECT II Engineer/Geologist/Scientist	\$120.00
PROJECT I Engineer/Geologist/Scientist	\$110.00
STAFF II Engineer/Geologist/Scientist	\$95.00
STAFF I Engineer/Geologist/Scientist	\$85.00
SENIOR GIS Analyst	\$110.00
CADD/GIS Analyst	\$80.00
TECHNICIAN II	\$75.00
TECHNICIAN I	\$65.00
ADMINISTRATIVE ASSISTANT/CLERICAL SUPPORT	\$50.00

B. EXPENSES

- 1) Direct non-salary expenses incurred by the project and not applicable to general overhead will be invoiced at our cost multiplied by 1.15. Examples of direct expenses include project supplies, travel and lodging.
- 2) Automobiles used on projects will be charged at a mileage rate of \$0.75 per mile.
- 3) Disposal of Hazardous Waste samples - Samples of waste will be disposed by permitted methods on behalf of the client, after a determination is made that the waste is defined by RCRA to be hazardous. Due to the requirements of some hazardous assessments, disposal and invoicing of incurred expenses may take place after invoicing of the originally contracted work. This cost, if incurred, is not included in the project budget or in the laboratory testing fee schedule.

C. SUBCONTRACTS

- 1) Subcontract services outside E Sciences, Incorporated (if required) will be invoiced at our cost multiplied by 1.15.

D. ESCALATION FOR MULTI-YEAR CONTRACTS

- 1) Escalation rates will apply one year after the effective date of the contract.
- 2) The escalation labor rate will be 3% per category per year.
- 3) The mileage rate will be adjusted annually at an amount of 17.5 cents per mile above the Internal Revenue Service optional standard mileage rate.

E Sciences, INCORPORATED

34 East Pine Street • Orlando, FL 32801

ph 407-481-9006 fax 407-481-9627

www.esciencesinc.com

REQUESTED COMMISSION ACTION:

Consent _____ Ordinance _____ X Resolution _____ Consideration/ Discussion _____ Presentation _____

SHORT TITLE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, MAKING CERTAIN FINDINGS AND DESIGNATING THE REAL PROPERTY LOCATED ON THE NORTHWEST QUADRANT OF THE INTERSECTION AT NW 31ST AVENUE AND W. ATLANTIC BLVD., IDENTIFIED BY FOLIO NO. 484232190010, AS A BROWNFIELD AREA PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF REHABILITATION, JOB CREATION AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY MANAGER TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why: The property owner, West Atlantic Boulevard Apartment Investors, LLC (WABAI) has submitted a letter of application requesting the City Commission designate the property identified by Folio # 484232190010, as a Brownfield site pursuant to Section 376.80(2)(c), Florida Statutes. The City has approved and permitted a 404 unit residential complex with a total capital cost estimated at over \$62 million. Staff finds that WABAI has demonstrated this project and property meet the five statutory criteria for designation of a Brownfield site as set forth in Section 376.80(2)(c), Florida Statutes and as such, it is a mandatory designation. Proper notice has been provided in accordance with Section 376.80(1) and 166.041(3)(c)2, Florida Statutes for this proposed action.

- (1) Origin of request for this action: City Manager's Office/ Dennis Beach
(2) Primary staff contact: Chris Clemens/ Greg Harrison Ext. 4048
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

Table with 4 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Includes entries for Dev. Serv. Dept., City Attorney, and a signature.

Advisory Board

X City Manager

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance/Workshop, Resolution, Consideration, Results. Includes rows for 1st Reading and 2nd Reading.

MEMORANDUM

Development Services

Memorandum No. 15-576

Date: October 23, 2015

To: Dennis W. Beach, City Manager

Via: Greg Harrison, Assistant City Manager

From:  Chris Clemens, AICP, Economic Development Manager

Subject: West Atlantic Boulevard Apartments Investors (3491 W. Atlantic Boulevard)
brownfield eligibility application

The following is a review of the West Atlantic Boulevard Apartments Investors (WABAI) brownfield application you had asked staff to review, specifically the five applicable brownfield area designation criteria set forth in Section 376.80(2)(c), Florida Statutes, as follows:

Agreement to Redevelop the Brownfield Site: WABAI satisfies this criterion in that it owns the Subject Property, is requesting the property be designated a Brownfield area, and has agreed to redevelop and, as necessary, rehabilitate the Subject Property. The applicant has provided proof of ownership.

Economic Productivity: WABAI satisfies this second criterion in that, when fully developed, the Project will employ 9 full-time associates. These figures exceed the requirement of the "creation of at least 5 new permanent jobs at the brownfield site." It is estimated that the total capital cost of the WABAI project exceeds \$62 million.

Consistency with Local Comprehensive Plan and Permissible Use Under Local Land Development Regulations: The land use and zoning at the Subject Property are Residential dashed-line Medium (16-25 du/ac) and Residential Planned Unit Development (RPUD) respectively. Both districts permit multifamily residential developments which satisfies the criteria. The applicant has also provided the Development Order (No. 14-1200018) for the project, issued by the Planning & Zoning Board authorizing the development of 19 new three-story multi-family buildings consisting of 404 residential units.

Public Notice and Comment: WABAI satisfied this criterion by posting notice at the Subject Property and in the Sun Sentinel, the Daily Business Review and on Craigslist. The applicant provided the City with a picture of the posting on the Subject Property and well as copies of the ads and the dates it ran. WABAI also hosted a public meeting at the Jan Moran Collier City Learning Library at 2800 NW 9th Court in Pompano Beach and stated to us that there were no attendees at the meeting.

Reasonable Financial Assurance: The applicant provided the City with a letter outlining the company's successful development record and the planned financing for the current project, as well as, personal assurances from the Operating Member and Manager of the project as to the financial assurances provided. The City's Finance Department reviewed the letter submittal and was satisfied that the provided assurances satisfied the statutory requirement.

Based on a review of the Statute and the provided information, staff finds that WABAI has satisfied each of the Florida Statute requirements for the Brownfield area designation. Lastly, the Economic Development Council reviewed these findings on October 26, 2015.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, MAKING CERTAIN FINDINGS AND DESIGNATING THE REAL PROPERTY LOCATED ON THE NORTHWEST QUADRANT OF THE INTERSECTION AT NW 31ST AVENUE AND W. ATLANTIC BLVD., IDENTIFIED BY FOLIO NO. 484232190010, AS A BROWNFIELD AREA PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF REHABILITATION, JOB CREATION AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY MANAGER TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to § 97-277, Laws of Florida, codified at § 376.77 – 376.86, Florida Statutes, the State of Florida has provided for designation of a “brownfield area” by resolution at the request of the person who owns or controls one or more real estate parcels, to provide for their environmental remediation and redevelopment and promote economic development and revitalization generally; and

WHEREAS, West Atlantic Boulevard Apartment Investors, LLC (“WABAI”) owns the property located on the Northwest quadrant of the intersection at NW 31st Avenue and West Atlantic Blvd., Pompano Beach, Broward County, Florida 33069, Folio number 484232190010, (hereinafter the “Property”) depicted and more particularly described in Exhibit “A” and is developing it for residential use; and

WHEREAS, WABAI has requested that the City Commission of Pompano Beach designate the Property as a “brownfield area” pursuant to §376.80(2)(c), Florida Statutes; and

WHEREAS, the City Commission has reviewed the criteria set forth in § 376.80(2)(c), Florida Statutes, and has determined that the Property qualifies for designation as a “brownfield area” because the following requirements have been satisfied:

1. WABAI owns the Property which is proposed for designation and has agreed to rehabilitate and redevelop it;
2. The rehabilitation and redevelopment of the Property will result in economic productivity in the area;
3. The redevelopment of the Property is consistent with the City’s Comprehensive Plan and is a permissible use under the City’s Zoning and Land Development Code;
4. Proper notice of the proposed rehabilitation of the Property has been provided to neighbors and nearby residents, and WABAI has provided those receiving notice the opportunity to provide comments and suggestions regarding the rehabilitation; and
5. WABAI has provided reasonable assurance that it has sufficient financial resources to implement and complete a rehabilitation agreement and redevelopment plan.

WHEREAS, the City Commission desires to notify the Florida Department of Environmental Protection of its resolution designating the Property as a “brownfield area” to further its rehabilitation and redevelopment for purposes of § 376.77 – 376.86, Florida Statutes; and

WHEREAS, the applicable procedures set forth in § 376.80 and § 166.041, Florida Statutes, have been followed and proper notice has been provided in accordance with § 376.80(1) and 166.041(3)(c)2, Florida Statutes; and

WHEREAS, such designation shall not render the City of Pompano Beach liable for costs or site remediation, rehabilitation and economic development or source removal, as those terms are defined in Section 376.79 (17) and (18), Florida Statutes, or for any other costs, above and beyond those costs attributed to the adoption of this Resolution; now, therefore,

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

SECTION 1. That the recitals and findings set forth in the Preamble to this Resolution are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

SECTION 2. That the City Commission finds that WABAI has satisfied the criteria set forth in § 376.80(2)(c), Florida Statutes.

SECTION 3. That the City Commission designates the Property depicted on Exhibit "A" attached hereto and incorporated herein by reference, as a "brownfield area" for purposes of §376.77 – 376.86, Florida Statutes.

SECTION 4. That the City Manager, or his designee, is hereby authorized to notify the Florida Department of Environmental Protection of the City Commission's resolution designating the Property a "brownfield area" for purposes of § 376.77 – 376.86, Florida Statutes.

SECTION 5. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

CLS:jrm
10/29/2015
L:reso/2016-33



Site Address	W ATLANTIC BOULEVARD, POMPANO BEACH	ID #	4842 32 19 0010
Property Owner	WEST ATLANTIC BOULEVARD APARTMENTS INVESTORS LLC	Millage	1512
Mailing Address	2001 SUMMIT PARK DR STE 300 ORLANDO FL 32810	Use	99

Abbreviated Legal Description	RESIDENCES AT PALM AIRE 181-178 B PARCEL A
-------------------------------	--

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2015 Exemptions and Taxable Values to be reflected on the Nov. 1, 2015 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2016	\$1,169,250		\$1,169,250	\$1,169,250	
2015	\$1,169,250		\$1,169,250	\$321,510	
2014					

IMPORTANT: The 2016 values currently shown are "roll over" values from 2015. These numbers will change frequently online as we make various adjustments until they are finalized on June 1. Please check back here AFTER June 1, 2016, to see the actual proposed 2016 assessments and portability values.

2016 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$1,169,250	\$1,169,250	\$1,169,250	\$1,169,250
Portability	0	0	0	0
Assessed/SOH	\$1,169,250	\$1,169,250	\$1,169,250	\$1,169,250
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$1,169,250	\$1,169,250	\$1,169,250	\$1,169,250

Sales History			
Date	Type	Price	Book/Page or CIN
2/11/2015	SWD-D	\$3,640,600	112814101

Land Calculations		
Price	Factor	Type
\$1.00	1,169,248	SF
Adj. Bldg. S.F.		

* Click here for old map program *

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc

LAND DESCRIPTION:

A PARCEL OF LAND IN THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 01°22'47" WEST ALONG THE EAST LINE OF SAID SECTION 32, SAME BEING THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 365.78 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF WEST ATLANTIC BOULEVARD, A 120.00 FOOT RIGHT-OF-WAY ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP NUMBER 410055, SECTION 86130-2504, SHEET 12 OF 18, SAME BEING THE SOUTHWEST CORNER OF TEXACO-POMPANO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 124, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,587.89 FEET (A RADIAL LINE TO SAID POINT BEARS NORTH 11°21'03" EAST), SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°27'04", AN ARC DISTANCE OF 67.93 FEET; THENCE NORTH 67°56'40" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 164.17 FEET; THENCE NORTH 89°26'43" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 160.24 FEET; THENCE SOUTH 76°08'26" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 54.19 FEET; THENCE SOUTH 82°47'08" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 240.26 FEET; THENCE SOUTH 76°36'32" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 20.77 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 15°01'12" WEST, 256.26 FEET; THENCE NORTH 12°02'24" EAST, 44.31 FEET; THENCE NORTH 55°23'30" WEST, 132.52'; THENCE NORTH 00°00'00" EAST, 702.13 FEET; THENCE NORTH 90°00'00" WEST, 108.87 FEET; THENCE NORTH 00°00'00" EAST, 430.80 FEET TO THE SOUTH LINE OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 32; THENCE NORTH 88°45'32" EAST ALONG THE AFORESAID SOUTH LINE, 793.50 FEET; THENCE SOUTH 01°22'47" EAST, 637.40 FEET; THENCE NORTH 88°48'35" EAST ALONG THE WESTERLY PROLONGATION OF A NORTH LINE OF PARCEL G, GIBSON'S PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 99, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 135.00 FEET TO THE WESTERLY MOST NORTHWEST CORNER OF SAID PARCEL G; THENCE SOUTH 01°22'47" EAST ALONG A WEST LINE OF SAID PARCEL G AND ALONG THE WEST LINE OF TRACTS 47, 48 AND 49 OF COLLIER CITY LOTS (UNRECORDED) AND ALONG THE WEST LINE OF TRACTS 1-3, PANTON FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALONG THE WEST LINE OF SAID TEXACO-POMPANO PLAT, 909.26 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATED IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 26.842 ACRES (1,169,248 SQUARE FEET), MORE OR LESS.



MEMORANDUM

Development Services

Memorandum No. 15-576

Date: October 23, 2015

To: Dennis W. Beach, City Manager

Via: Greg Harrison, Assistant City Manager

From:  Chris Clemens, AICP, Economic Development Manager

Subject: West Atlantic Boulevard Apartments Investors (3491 W. Atlantic Boulevard) brownfield eligibility application

2015 OCT 27 AM 10:23

The following is a review of the West Atlantic Boulevard Apartments Investors (WABAI) brownfield application you had asked staff to review, specifically the five applicable brownfield area designation criteria set forth in Section 376.80(2)(c), Florida Statutes, as follows:

Agreement to Redevelop the Brownfield Site: WABAI satisfies this criterion in that it owns the Subject Property, is requesting the property be designated a Brownfield area, and has agreed to redevelop and, as necessary, rehabilitate the Subject Property. The applicant has provided proof of ownership.

Economic Productivity: WABAI satisfies this second criterion in that, when fully developed, the Project will employ 9 full-time associates. These figures exceed the requirement of the "creation of at least 5 new permanent jobs at the brownfield site." It is estimated that the total capital cost of the WABAI project exceeds \$62 million.

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Public Notice and Comment: WABAI satisfied this criterion by posting notice at the Subject Property and in the Sun Sentinel, the Daily Business Review and on Craigslist. The applicant provided the City with a picture of the posting on the Subject Property and well as copies of the ads and the dates it ran. WABAI also hosted a public meeting at the Jan Moran Collier City Learning Library at 2800 NW 9th Court in Pompano Beach and stated to us that there were no attendees at the meeting.

Reasonable Financial Assurance: The applicant provided the City with a letter outlining the company's successful development record and the planned financing for the current project, as well as, personal assurances from the Operating Member and Manager of the project as to the financial assurances provided. The City's Finance Department reviewed the letter submittal and was satisfied that the provided assurances satisfied the statutory requirement.

Based on a review of the Statute and the provided information, staff finds that WABAI has satisfied each of the Florida Statute requirements for the Brownfield area designation. Lastly, the Economic Development Council reviewed these findings on October 26, 2015.

Chris Clemens

From: Dalayna Tillman <dtillman@Goldsteinenvlaw.com>
Sent: Tuesday, September 29, 2015 8:55 AM
To: Chris Clemens
Cc: Fawn Powers
Subject: RE: West Atlantic Boulevard Apartments Investors, LLC - Proposed Former Palm Aire Golf Course Brownfield Area, Pompano Beach - Notices

Chris, please be advised that as advertised, we held a community meeting yesterday evening regarding the proposed brownfield designation of the Former Palm Aire Golf Course from 5:30 to 7:30 PM at the Jan Moran Collier City Learning Library located at 2800 NW 9th Court, Pompano Beach, FL 33069. There were no attendees. Thank you.

Regards,

Dalayna

Dalayna M. Tillman, Esq
The Goldstein Environmental Law Firm, P.A.
One SE Third Avenue, Suite 2120
Miami, FL 33131
Direct Telephone: (305) 777-1686
Cell Phone: (703) 499-7132
Email: dtillman@goldsteinenvlaw.com
<http://www.goldsteinenvlaw.com/>

From: Dalayna Tillman
Sent: Monday, September 28, 2015 2:31 PM
To: 'Chris Clemens'
Cc: 'Fawn Powers'
Subject: West Atlantic Boulevard Apartments Investors, LLC - Proposed Former Palm Aire Golf Course Brownfield Area, Pompano Beach - Notices

Chris, please find enclosed copies of the notices that were published (i) in the Sun Sentinel Newspaper; (ii) in the New Times Newspaper, Community Bulletin Section; (iii) on Craigslist (Broward County Community Events); and (iv) at the property regarding the proposed former Palm Aire Golf Course Brownfield Area. Specifically, the notices advertise the community meeting, which will be held this evening, September 28th, at the Jan Moran Collier City Learning Library located at 2800 NW 9th Court, Pompano Beach, FL 33069 from 5:30 to 7:30 PM. We will supplement this email with a copy of the sign-in sheet from the meeting tonight. Thank you.

Regards,

Dalayna

Dalayna M. Tillman, Esq
The Goldstein Environmental Law Firm, P.A.
One SE Third Avenue, Suite 2120
Miami, FL 33131
Direct Telephone: (305) 777-1686
Cell Phone: (703) 499-7132
Email: dtillman@goldsteinenvlaw.com
<http://www.goldsteinenvlaw.com/>

Ad Number: 3589741-1 / PO# d tillman
 Insertion Number: The Goldstein Environmental Law Fir...
 Size: 2 x 5.25 Section/Page/Zone: Local/B006/SB
 Color Type: B&W Description: brownfield

This E-Sheet confirms that the ad appeared in Sun-Sentinel on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content displayed or contained on the electronic tearsheet.

NOTICE OF PROPOSED TAX INCREASE

The *City of Hallandale Beach* has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

- A. Initially proposed tax levy..... \$24,743,900
- B. Less tax reductions due to Value Adjustment Board and other assessment changes..... \$2,259,242
- C. Actual property tax levy..... \$22,484,658

This year's proposed tax levy.....\$24,668,042

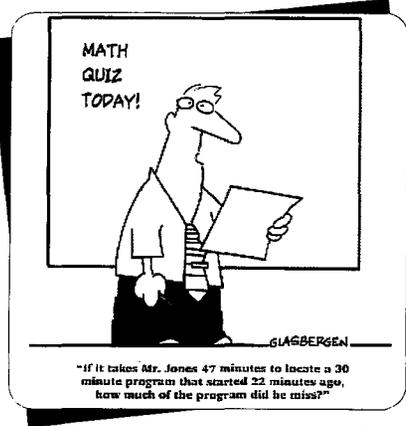
All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

**FRIDAY, SEPTEMBER 25, 2015
 5:05 P.M.
 AT
 400 SOUTH FEDERAL HIGHWAY
 HALLANDALE BEACH COMMISSION
 MEETING ROOM
 HALLANDALE BEACH, FLORIDA 33009**

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

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NOTE: Make checks payable to TV Weekly. If mailing a check, your subscription should begin in 3-4 weeks.

This is a non-refundable trial offer. For more information on TV Weekly subscriptions and our policies go to www.wantmytvmagazine.com

BUDGET SUMMARY CITY OF HALLANDALE BEACH - FISCAL YEAR 2015-16

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF HALLANDALE BEACH ARE 8.6% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

	GENERAL FUND	SPECIAL REVENUE FUNDS	GOLDEN ISLES DISTRICT	THREE ISLANDS DISTRICT	CAPITAL PROJECT FUNDS	ENTERPRISE FUNDS	INTERNAL SERVICE FUNDS	TOTAL ALL FUNDS
ESTIMATED REVENUES								
Taxes:								
Ad Valorem Taxes	5,1918	\$23,316,945	0	0	0	0	0	\$23,316,945
Ad Valorem Taxes	1,0294	0	0	\$277,891	58	0	0	277,891
Ad Valorem Taxes	0,6600	0	0	50	\$358,097	0	0	398,037
Charges for Services	12,258,157	1,053,253	0	0	26	26,428,863	4,443,813	36,235,076
Fines and Forfeitures	473,500	10,000	0	0	50	0	0	483,500
Franchise and Utility Taxes	8,474,170	0	0	0	0	287,400	0	8,761,570
Intergovernmental Revenue	3,724,781	397,429	0	0	0	0	0	4,122,210
Licenses and Permits	4,020,812	0	0	0	0	45,000	0	4,065,812
Other Financing Sources	2,007,772	80,285	1,800	\$2,760	12,685,011	1,458,544	842,455	17,876,867
TOTAL SOURCES	\$82,578,937	\$2,482,967	\$279,891	\$380,857	\$12,685,011	\$31,214,787	\$5,748,278	\$136,078,826
Transfers In	\$697,321	\$166,894	50	50	\$17,758,081			\$18,539,096
Fund Balances/Reserves/Net Assets	763,294	947,397	193,528	87,887	0	9,717,981	630,487	11,333,054
TOTAL REVENUES, TRANSFERS AND BALANCES	\$84,039,552	\$3,577,618	\$473,219	\$468,714	\$30,443,102	\$39,942,384	\$6,378,765	\$145,033,244
EXPENDITURES								
General Governmental Services	\$10,886,058	50	30	0	\$2,358,281	50	\$2,084,587	\$15,307,914
Public Safety	39,047,372	\$1,758,569	\$473,219	\$428,714	\$8,200,000	0	0	\$50,907,874
Physical Environment	2,025,403	0	0	0	50	37,148,429	0	39,173,882
Transportation	0	1,722,798	0	0	50	0	0	1,722,798
Human Services	2,255,741	0	0	0	50	0	0	2,256,241
Culture & Recreation	5,022,285	0	0	0	18,983,841	58,806	0	23,982,732
Other Financing Uses	0	0	0	0	0	0	3,475,831	3,475,831
TOTAL EXPENDITURES	\$59,248,887	\$3,481,367	\$473,219	\$428,714	\$30,443,102	\$37,383,916	\$5,548,428	\$136,897,723
Transfers Out	\$4,730,314	\$63,900	80	50	50	\$2,737,389	\$308,821	\$7,805,004
Fund Balances/Reserves/Net Assets	18,351	31,651	0	0	0	0	287,508	327,508
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES AND BALANCES	\$84,039,552	\$3,577,618	\$473,219	\$468,714	\$30,443,102	\$39,942,384	\$6,378,765	\$145,033,244

The tentative, adopted, and/or Final Budget is on file in the Office of the City Clerk of Hallandale Beach as a Public Record.

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*Wheels For Wishes is a DBA of Car Donation Foundation

NOTICE OF PROPOSED BROWNFIELD DESIGNATION

Representatives for West Atlantic Boulevard Apartments Investors, LLC, will hold a community meeting on September 28, 2015, from 5:30 P.M. to 7:30 P.M. for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of the property identified by Folio Number 484232190010, Pompano Beach, Broward County, FL 33069, as a brownfield area pursuant to §376.80(2)(C), Florida Statutes, and about development and rehabilitation activities associated with the potential designation, including public hearings to be held by the Pompano Beach City Commission to consider the request for designation.

The community meeting will be held at the Collier City Library, 2800 NW 9th Court, Pompano Beach, FL, and is free and open to all members of the public.

For more information regarding the community meeting, including directions, or to provide comments and suggestions at any time before or after the meeting date, please contact Michael R. Goldstein. By telephone: (305) 777-1682; by U.S. Mail: The Goldstein Environmental Law Firm, P.A., 1 SE 3rd Avenue, Suite 2120, Miami, FL 33131; and/or by email: mgoldstein@goldsteinenvlaw.com.

Sun-Sentinel

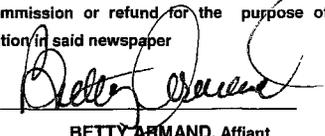
Publication Date: 09/20/2015

PLACE COPY OF LEGAL NOTICE HERE

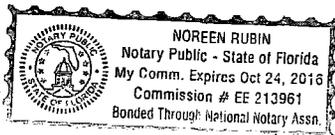
SUN SENTINEL
Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

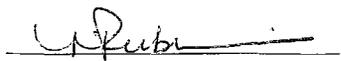
STATE OF FLORIDA
COUNTY OF BROWARD/PALM BEACH/MIAMI-DADE

Before the undersigned authority personally appeared BETTY ARMAND who on oath says that he/she is a duly authorized representative of the Classified Department of the Sun-Sentinel, daily newspaper published in Broward/Palm Beach/Miami-Dade County, Florida, that the attached copy of advertisement, being, a PUBLIC NOTICE in the matter of THE GOLDSTEIN ENVIRONMENTAL LAW FIRM of PROPOSED BROWNFIELD DESIGNATION appeared in the paper on SEPTEMBER 19, 2015 AD ID# 3589741-1, affiant further says that the said Sun-Sentinel is a newspaper published in said Broward/Palm Beach/ Miami-Dade County, Florida, and that the said newspaper has heretofore been continuously published in said Broward/Palm Beach/Miami-Dade County, Florida, each day, and has entered as second class matter at the post office in Fort Lauderdale, in said Broward County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant says that he/she has neither paid, nor promised, any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper


BETTY ARMAND, Affiant

Sworn to and subscribed before me on SEPTEMBER 21, 2015, A.D




Signature of Notary Public)
(Name of Notary typed, printed or stamped)

Personally Known X or Produced Identification _____

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CL south florida > broward county > community > general community

Posted: 2015-09-22 9:46am

Community Meeting - Proposed Pompano Beach Brownfield Area Designation

Representatives for West Atlantic Boulevard Apartments Investors, LLC, will hold a community meeting on September 28, 2015, from 5:30 P.M. to 7:30 P.M. for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of the property identified by Folio Number 484232190010, Pompano Beach, Broward County, FL 33069, as a brownfield area pursuant to §376.80(2)(C), Florida Statutes, and about development and rehabilitation activities associated with the potential designation, including public hearings to be held by the Pompano Beach City Commission to consider the request for designation.

The community meeting will be held at the Collier City Library, 2800 NW 9th Court, Pompano Beach, FL, and is free and open to all members of the public.

For more information regarding the community meeting, including directions, or to provide comments and suggestions at any time before or after the meeting date, please contact Michael R. Goldstein. By telephone: (305) 777-1682; by U.S. Mail: The Goldstein Environmental Law Firm, P.A., 1 SE 3rd Avenue, Suite 2120, Miami, FL 33131; and/or by email (see above).

- do NOT contact me with unsolicited services or offers

contact name:

MICHAEL R. GOLDSTEIN

call:

☎ (305) 777-1680

reply by email:

✉ zvdcr-

5233512072@comm.craigslist.org



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Representatives for West Atlantic Boulevard Apartments Investors, LLC will hold a community meeting on September 28, 2016, from 5:30 PM to 7:30 PM for the purpose of soliciting interested parties, the opportunity to provide comments and suggestions about the potential designation of the property identified by Folio Number 45422200010, Pompano Beach, Broward County, FL 33061 as a townfield, rezoning pursuant to 175-50 (2)(c), Florida Statutes, and about the location of and the impact on activities associated with the potential designation including public hearings to be held by the Pompano Beach City Commission to consider the rezoning designation.

The community meeting will be held at the City Clerk's Office, 2800 NW 7th Court, Pompano Beach, FL, and is free and open to all members of the public.

For more information regarding the community meeting including the address or to provide comment and suggestions at any time, please email the meeting date, please contact: Michael R. Goloff by telephone (954) 777-0852 by Fax: Marc T. Goloff on Fax number: 1-888-788-1158 or 1-888-788-1158, Suite 129 Miami, FL 33131 and on the email: mgoloff@nextphaseclinical.com

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EXCEPTIONAL Housekeeping Service
 for busy professionals 15 yrs experience with excellent references! Residential & Commercial.
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 Must be HAPPY & High Energy. APPLY IN PERSON
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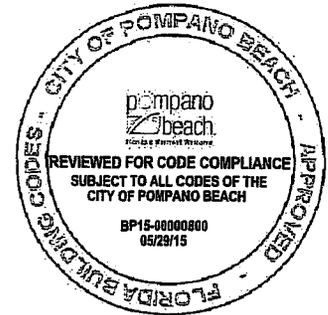
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CITY OF POMPANO BEACH
BROWARD COUNTY
FLORIDA

DEVELOPMENT ORDER

PLANNING AND ZONING NO. 14-1200018



A DEVELOPMENT ORDER ISSUED BY THE PLANNING AND ZONING BOARD (LOCAL PLANNING AGENCY) OF THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, PURSUANT TO CHAPTER 155 OF THE CODE OF ORDINANCES; APPROVING WITH CONDITIONS THE APPLICATION FOR DEVELOPMENT PERMIT FOR PALM AIRE ASSOCIATES LIMITED PARTNERSHIP.

WHEREAS, Section 155.2407, of the Code of Ordinances, defines the project referenced above as a Major Review; and

WHEREAS, Section 155.2204, of the Code of Ordinances, authorizes the Planning and Zoning Board (Local Planning Agency) to issue a final development order for the subject project to construct nineteen (19) new three-story multi-family buildings with a total of 404 residential units, a club house building, dog park, tot lot, associated parking, and landscape improvement. The property is located at 3491 W. Atlantic Boulevard; more specifically described in the legal description below.

A PARCEL OF LAND IN THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA:

SAID LANDS SITUATED IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 26.773 ACRES (1,166,233 SQUARE FEET), MORE OR LESS.

AS WELL AS:

A PARCEL OF LAND IN THE SOUTH ONE-HALF (S. 1/2) OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATED IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 46.3524 ACRES (2,019,111 SQUARE FEET), MORE OR LESS.

WHEREAS, the Development Review Committee has met to review this project and has provided the applicant with written comments; and

WHEREAS, the Application for Development Permit is not in compliance with the applicable standards and minimum requirements of this Code, but the developer has agreed in writing that no building permit will be issued until those conditions the Development Services Director finds reasonably necessary to insure compliance are met; and



WHEREAS, copies of the survey and final site plan are on file with the Department of Development Services, stamped with the meeting date of November 19, 2014.

The Application for Development Permit is hereby approved by the Planning and Zoning Board (Local Planning Agency) subject to the following conditions and bases therefore:

1. Approval of the site plan is contingent upon the final approval of the RPUD.
2. Park dedication, at the northeast corner of the property, to the City of Pompano Beach must be completed prior to building permit approval.
3. Final plat approval is required prior to building permit approval.
4. No building may exceed 180 linear feet in length or exceed 20,000 square feet in building footprint.
5. Provide a photometric plan in compliance with Table 155.5401.E. showing a minimum of 1 foot candle illumination throughout the vehicular use area.
6. Provide details of each of the proposed amenities: tot lot, dog park, mail kiosks.
7. Applicant shall provide evidence that the project will achieve at least ten sustainable development points, prior to building permit approval.
8. Landscape & irrigation plans must meet zoning code requirements.
9. Address closure of Atlantic Boulevard tunnel prior to final C.O. of last building of Phase I.

Be advised that pursuant to Section 155.2407 (G) of the Pompano Beach Code of Ordinances, a DEVELOPMENT ORDER for a site plan application shall remain in effect for a period of 24 months from the date of its issuance.

Heard before the Planning and Zoning Board/Local Planning Agency and Ordered this 19th day of November, 2014.


Jim Beeson Date 12/4/14
Chairman
Planning and Zoning Board/Local Planning Agency

Filed with the Advisory Board Secretary this 4 day of December, 2014.


MATTHEW DESANTIS
Zoning Technician

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR WASTEWATER PUMPING STATION REHABILITATIONS BETWEEN THE CITY OF POMPANO BEACH AND TRIO DEVELOPMENT CORPORATION; PROVIDING AN EFFECTIVE DATE. (\$1,815,780.55).

Summary of Purpose and Why:

Proposed rehabilitation of seven (7) wastewater pumping stations (Lift Station No's 61, 84, 86, 106, 107, 111, and 143) consistent with our Wastewater Master Plan, to be accomplished by Trio Development Corporation utilizing the Broward County Annual Lift Station Rehabilitation and Repair Contract for the following reasons:

- Trio specializes in lift station rehabilitations and has completed work for the City in the past with excellent results, and they are local with their office located in the City of Pompano Beach.
- Utilizing this contract to piggyback is more cost effective:
 - The City will save at least \$420,000 in design fees (\$60 K per station) not having to bid, along with the effort and time associated with the procurement process.
 - The City previously designed and bid lift station rehabilitations and the average of the bids came in at \$271 K with no contingencies included. This proposal averages \$259 K per station with a 10% contingency included, therefore it is more cost effective utilizing this contract.

Attached please find the Piggyback Agreement between City and Trio Development Corporation, the Contract between Broward County and Trio Development Corporation (Exhibit A), Scope of Work and Costs (Exhibit B), and Insurance (Exhibit C).



Accomplishing this item supports achieving Initiative 1.5, "Improve solid waste and wastewater disposal process" identified in the City's Quality and Affordable Services Strategy.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Utilities Department
- (2) Primary staff contact: A. Randolph Brown / John Sfiropoulos, PE Ext 7044 / 7009
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$1,815,780.55, CIP 08-968, Account No. 420-7345-535-6512.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>10/30/15</u>	APPROVE	
Purchasing	<u>10/30/15</u>	APPROVE	
Utilities Director	<u>10/30/15</u>	APPROVE	
City Attorney	<u>11/2/15</u>	APPROVE	
Finance	<u>10/30/15</u>	APPROVE	
Budget	<u>11-2-15</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2016-127

October 30, 2015

TO: John Sfiropoulos, P.E., City Engineer
FROM: Carrie L. Sarver, Assistant City Attorney
RE: Resolution - Agreement for Wastewater Pumping Station Rehabilitations

Pursuant to your memorandum dated October 29, 2015, Utilities Administration Memorandum No. 16-08, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR WASTEWATER PUMPING STATION REHABILITATIONS BETWEEN THE CITY OF POMPANO BEACH AND TRIO DEVELOPMENT CORPORATION; PROVIDING AN EFFECTIVE DATE.

If I may be of further assistance, please feel free to contact me.

CARRIE L. SARVER

/jrm
l:cor/util/2016-127

Attachment

RESOLUTION NO. 2016-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR WASTEWATER PUMPING STATION REHABILITATIONS BETWEEN THE CITY OF POMPANO BEACH AND TRIO DEVELOPMENT CORPORATION; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement between the City of Pompano Beach and Trio Development Corporation for Wastewater Pumping Station Rehabilitations, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Trio Development Corporation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

AGREEMENT FOR WASTEWATER PUMPING STATION REHABILITATIONS

Agreement for work in and about the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 for Wastewater Pumping Station Rehabilitations dated _____, 2015, by and between the City of Pompano Beach (hereinafter called CITY) and Trio Development Corporation, 1701 NW 22 Court, Pompano Beach, FL 33069 (hereinafter called CONTRACTOR).

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

1. WORK TO BE PERFORMED

CONTRACTOR will perform waste water pumping station rehabilitations for the Utilities Department.

This Agreement references the terms, conditions, prices and specifications of the Broward County Bid No. Y1180908B1, "Lift Station Rehabilitation and Repair" Annual Contract attached hereto as **Exhibit A**.

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

Broward County Bid No. Y1180908B1, "Lift Station Rehabilitation and Repair" Annual Contract

in strict and full accordance with the requirements of the Contract Documents and with such further details and instruction as the CITY may from time to time issue for the purposes of insuring the thorough completion of the work. Unless amended below, all terms, conditions, specifications and prices referenced in the Broward County Bid No. Y1180908B1, "Lift Station Rehabilitation and Repair" Annual Contract" shall apply.

2. SCOPE OF WORK GENERAL

2.01 GENERAL DESCRIPTION OF WORK

- A. The CONTRACTOR will perform the Wastewater Pumping Station (lift stations) Rehabilitations for City Lift Station No's 61, 84, 86, 106, 107, 111, and 143 as proposed in the detailed scope attached as **Exhibit B** and as specified in the Broward County Bid No.

Y1180908B1, "Lift Station Rehabilitation and Repair" Annual Contract.

- B. All other required work whether implied or incidental to the proper completion of the project.

3. CONTRACT DOCUMENTS

It is understood that all the terms, provisions, conditions and obligations set forth in the Contract Documents of the Broward County Bid No. Y1180908B1, "Lift Station Rehabilitation and Repair" Annual Contract shall constitute a part of this Agreement and are to have the same force and effect as if set forth specifically and at length herein. Insurance documents are attached as **Exhibit C**.

4. CONTRACT TIME

The work under this Agreement shall be commenced promptly following Notice to Proceed issued by CITY, prosecuted with diligence, and be fully completed within 420 calendar days.

5. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this Agreement by the CONTRACTOR, the CITY will pay to the CONTRACTOR only the costs associated with the actual, measured quantities estimated to not exceed **\$1,815,780.55** (inclusive of 10% contingency allowance at discretion by City for unforeseen circumstances) for the proposed work which was based off unit pricing in the Broward County Bid No. Y1180908B1, "Lift Station Rehabilitation and Repair" Annual Contract. The CITY will have to pay the CONTRACTOR for acceptable and conforming work, inclusive of all materials, supplies, costs, fees and is the maximum extent of the CITY's obligation to pay CONTRACTOR but does not constitute a limitation, of any sort, of the CONTRACTOR's obligations to perform the work in accordance with this contract.

"CORPORATION":

Trio Development Corporation

By: WRT
Signature

Lawrence R. Shortz

Typed, Stamped or Printed Name

President

Title

Witnesses:

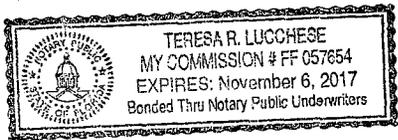
Alicia Richards Alicia Richards

CHRIS SHORTZ

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29th day of October, 2015 by Lawrence R. Shortz, as President, of Trio Development Corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:
FLORIDA



Teresa R. Lucchese
NOTARY PUBLIC, STATE OF

Teresa R. Lucchese

(Name of Acknowledger Typed, Printed or Stamped)

FF057654

Commission Number

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:
FLORIDA

NOTARY PUBLIC, STATE OF

(Name of Acknowledger Typed, Printed
or Stamped)

Commission Number

EXHIBIT A



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-8535

November 6, 2014

Lawrence Shortz
Trio Development Corp EMAIL TRANSMITTAL
1701 Northwest 22 Court
Pompano Beach, FL 33069
larry@triodevelopment.com
chris@triodevelopment.com

Reference: Bid No. Y1180908B1 – Lift Station Rehabilitation and Repair

Dear Mr. Shortz:

We hereby accept your written offer to renew the above referenced contract.

This renewal is subject to all terms/conditions contained in the original contract. This contract renewal is in effect for the period beginning **February 25, 2015** and ending **February 24, 2016**.

A copy of this notice, is being forwarded to the appropriate User(s). Purchase Order(s) will be placed as and when required.

Thank you for your interest in doing business with Broward County.

Sincerely,

By: Nancy Olesen _____
Purchasing Agent

CC: Jeff Clark, Water and Wastewater Services



Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

ADDENDUM NO. 3

Solicitation No.: Y1180908B1
Solicitation Title: Lift Station Rehabilitation and Repair

Date Of Addendum: December 9, 2013

Attention all potential bidders:

Must Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" *addenda or revised Bid Sheets* are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid submittal or acknowledged on the Bid Sheet Form. All revised Bid Sheets must be returned with your Bid. Failure of a Submitter to or acknowledge the addenda or return the revised Bid Sheets shall be cause for rejection of the bid.

- Return Addendum with Bid Submittal or Acknowledge on the Bid Sheet
- Return Completed Revised Price Sheet with Bid Submittal

To all prospective bidders, please note the following changes and clarifications:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

1. The Bid Opening Date remains as: **Wednesday, December 11, 2013 at 2:00 p.m.** Location remains the same.
2. The Electronic Bid Pricing Sheets have been revised and must be completed and returned with your bid submission. Download the revised Electronic Bid Pricing Sheets (labeled Addendum No. 3) from the Purchasing Division's website at <http://www.broward.org/Purchasing/Pages/CurrentSolicitationList.aspx>

These bid sheets "MUST" be completed and returned with your Bid submittal.

- 2.1 A formatting error found in Line Item No. 2.15 was corrected.

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: _____



Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing

Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

ADDENDUM NO. 2

Solicitation No.: Y1180908B1
Solicitation Title: Lift Station Rehabilitation and Repair

Date Of Addendum: December 5, 2013

Attention all potential bidders:

Must Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" *addenda or revised Bid Sheets* are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid submittal or acknowledged on the Bid Sheet Form. All revised Bid Sheets must be returned with your Bid. Failure of a Submitter to acknowledge the addenda or return the revised Bid Sheets shall be cause for rejection of the bid.

- Return Addendum with Bid Submittal or Acknowledge on the Bid Sheet
- Return Completed Revised Price Sheet with Bid Submittal

To all prospective bidders, please note the following changes and clarifications:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

1. The Bid Opening Date remains as: **Wednesday, December 11, 2013 at 2:00 p.m.** Location remains the same.
2. The Electronic Bid Pricing Sheets have been revised and must be completed and returned with your bid submission. Download the revised Electronic Bid Pricing Sheets (labeled Addendum No. 2) from the Purchasing Division's website at <http://www.broward.org/Purchasing/Pages/CurrentSolicitationList.aspx>

These bid sheets "MUST" be completed and returned with your Bid submittal.

3. Refer to **Attachment "A" SPECIFICATIONS AND REQUIREMENTS, page 46 of 73, Paragraph 8.6 - SECTION 6 – ELECTRICAL WORK, Paragraph 8.6.1 "ITEMS 6.01 THRU 6.02 – REMOVE EXISTING CONTROL PANEL/ELECTRIC METER"**

This paragraph is revised as follows:

"8.6.1 ITEM 6.01 THRU 6.02 – REMOVE EXISTING CONTROL PANEL/ELECTRIC METER AND APPURTENANCES

Measurement for payment to remove an existing control panel and electric meter will be based upon the actual number of control panels and electric meters removed. **Control panel removal**

shall include connection panel, transformer, transfer switch and all appurtenances. All removed panels/meters **and appurtenances** shall be returned to BCWWS, unless otherwise directed.

Payment to remove an existing control panel and electric meter will be made at the unit price indicated in the Bid Schedule, which shall constitute full compensation for the complete operation, including all materials, supplies, labor, equipment, etc.”

4. Refer to **Attachment “A” SPECIFICATIONS AND REQUIREMENTS, page 47 of 73, Paragraph 8.6 - SECTION 6 – ELECTRICAL WORK, Paragraph 8.6.7 “ITEMS 6.13 THRU 6.14 – FURNISH AND INSTALL EMERGENCY CONNECTION/TRANSFER PANEL”**

This paragraph is revised as follows:

The following are responses to questions posed to the County on or before the deadline for questions:

“8.6.7 ITEMS 6.13 THRU 6.14 – FURNISH AND INSTALL COUNTY SUPPLIED EMERGENCY CONNECTION/TRANSFER PANEL

Measurement for payment for ~~furnishing and~~ installing **county supplied** emergency connection/transfer panel will be based on the number of emergency connection/transfer panels furnished and installed by the Contractor.

Payment for ~~furnishing and~~ installing emergency connection/transfer panel will be at the unit price named in the Bid Schedule which shall constitute complete compensation for the installation of the emergency connection/transfer panel including, but not limited to, all transportation, materials, supplies, labor and equipment connected to the panel and lift station equipment, tested and inspected and ready for service.

The following are responses to additional questions posted to the County on or before the deadline for questions:

Question: On Addendum #1 Section 6 Paragraph 8.6.3 Items 6.05 Thru 6.08 The way I read this, Items 6.10; 6.13; and 6.14 Broward County will furnish these and we provide price for installation only. Is this the intended meaning?

Answer: Items 6.13 and 6.14 are addressed in Addendum #2. 6.10 will remain unchanged. The isolation panel is different from a control panel. No other “appurtenances” are required.

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: _____



Finance and Administration Services Department

PURCHASING DIVISION115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing

Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

ADDENDUM NO. 1

Solicitation No.: Y1180908B1
 Solicitation Title: Lift Station Rehabilitation and Repair

Date Of Addendum: November 26, 2013Attention all potential bidders:

Must Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" *addenda or revised Bid Sheets* are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid submittal or acknowledged on the Bid Sheet Form. All revised Bid Sheets must be returned with your Bid. Failure of a Submitter to or acknowledge the addenda or return the revised Bid Sheets shall be cause for rejection of the bid.

Return Addendum with Bid Submittal or Acknowledge on the Bid Sheet

To all prospective bidders, please note the following changes and clarifications:

Words in ~~strikethrough~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

1. The Bid Opening Date has been **revised** as follows: **December 11, 2013 at 2 p.m.** Location remains the same.
2. Refer to **Special Instructions to Bidders, page 13 of 73, Paragraph 15 "LICENSING REQUIREMENTS"**: This paragraph is revised to add an additional acceptable license:

"15. LICENSING REQUIREMENTS:

In order to be considered a responsible and responsive bidder for the scope of work set forth in these bid documents, the bidder shall possess one of the following licenses (including any specified State registration, if applicable) at the time of bid submittal. Proof of licensing should be furnished within three (3) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the bid.

- STATE: CERTIFIED GENERAL CONTRACTOR; OR
CERTIFIED PLUMBING CONTRACTOR; OR
CERTIFIED UNDERGROUND UTILITIES CONTRACTOR; OR
- BROWARD COUNTY: CERTIFIED BUILDING CONTRACTOR CLASS "A"; OR
(Must be registered with the State.)
GENERAL MASTER PLUMBER; OR
(Must be registered with the State.)
GENERAL ENGINEERED CONSTRUCTION BUILDER; OR
PRIMARY PIPELINES (WATER, SEWER, DRAINAGE) – CLASS "A";
OR
PLANT CONSTRUCTION – CLASS "C"

Any work performed not within the scope of the above contract must be performed by a licensed contractor."

3. Refer to **Special Instructions to Bidders, page 17 of 73, Paragraph 19 "PERFORMANCE AND PAYMENT GUARANTY"**: This paragraph is revised as follows:

"19. PERFORMANCE AND PAYMENT GUARANTY:

- 19.1. Within fifteen (15) calendar days of being notified of the award, CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond (Attachment "J") and Payment Bond (Attachment "K").
- 19.2 The bonds shall be in the amount of ~~one hundred~~ twenty-five percent (~~100~~25%) of the ~~total awarded~~ initial contract term amount guaranteeing to County the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. Such Bond(s) shall be with a surety company which is qualified pursuant to below section, Qualifications of Surety.
- 19.3 Each bond shall continue in effect for one year after completion and acceptance of the work with liability equal to ~~one hundred~~ twenty-five percent (~~100~~25%) of the initial Contract term price, or an additional bond shall be conditioned that the CONTRACTOR will upon notification by the COUNTY, correct any defective or faulty work or materials which appear within one year after completion of the Contract.

- 19.4 Pursuant to the requirements of Section 255.05(1) (a), Florida Statutes, as may be amended from time to time, CONTRACTOR shall ensure that the bonds referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.
- 19.5 In lieu of the Performance and Payment Bond, CONTRACTOR may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashier's check or irrevocable letter of credit (Attachment "L"). Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by the COUNTY for one year after completion and acceptance of the work.
- 19.6 The Contractor is required at all times to have a valid Performance and Payment Guaranty (or other approved security) in force covering the work being performed.
- 19.7 The Contractor agrees to keep such Guarantee(s) (or other security) in effect for the duration of the contract. If the contract is extended or renewed, it shall be subject to the same bonding (or other approved security) requirements."

4. Refer to **Attachment "A" SPECIFICATIONS AND REQUIREMENTS, page 43 of 73, Paragraph 8.5 - SECTION 5 – PIPING AND VALVES, Paragraph 8.5.7 "ITEMS 5.23 THRU 5.25 – FURNISH AND INSTALL PUMP BASE ELBOW AND PUMP"**: This paragraph is revised as follows:

8.5.7 ITEMS 5.23 THRU 5.25 - FURNISH AND INSTALL PUMP BASE ELBOW AND PUMP

Measurement for payment for furnishing and installing pump base elbow and County supplied pump shall be based on the number of pump base elbows installed. **This item shall include furnishing and installing new pump guide rails, which are compatible with the base elbow and pump.**

Payment for furnishing and installing pump base elbows shall be at the unit price named in the Bid Schedule which shall constitute full compensation for the completed work including, but not limited to, all supplies, stainless steel plate, pump guide rails, equipment, painting, labor, etc., required for the completed work.:

5. Refer to **Attachment "A" SPECIFICATIONS AND REQUIREMENTS, page 46 of 73, Paragraph 8.6 - SECTION 6 – ELECTRICAL WORK, Paragraph 8.6.3 "ITEMS 6.05 THRU 6.08 – INSTALL COUNTY SUPPLIED CONTROL PANEL"**: This paragraph is revised as follows:

8.6.3 ITEMS 6.05 THRU 6.08 - INSTALL COUNTY SUPPLIED CONTROL PANEL AND APPURTENANCES

Measurement for payment for installing County supplied control panel, **connection panel, transformer (if required), transfer switch and all appurtenances** will be based on the number of control panels provided by the County and installed by the Contractor. This Bid Item shall also include the reinstallation of equipment removed under Bid Items 6.01 thru 6.02.

Payment for installing County supplied control panels and furnishing and installing all associated materials will be at the unit price indicated in the Bid Schedule which shall constitute complete compensation for the installation, but not limited to all transportation to pick up control panel at the County designated location within 25 miles of the pump station site, all materials, supplies, labor and equipment to install the control panel in accordance with the plans, connect to the electrical service, tested and inspected and ready for service.

6. Refer to the Drawings G-1 thru E-5: **All references and notes to the Contractor supplying the Control Panel are hereby deleted. The County will supply all required Control Panels and appurtenances.**
7. Refer to Drawing M-1: **Note 5 is hereby deleted.**

The following are responses to questions posed to the County on or before the deadline for questions:

Question: Sheet M1, Note 5 requires fall protection on both wet-well and valve vault. Are you sure you want fall protection on the valve vault? These are typically not deep enough to require fall protection

Answer: Note 5 on Drawing M-1 is deleted per this Addendum 1.

Question: Electronic bid sheet #5.23-5.25: indicates contractor to supply base elbows but there is no mention of matching new base elbows to existing County installations. Will this be addressed in the addendum of being HOMA or Ebara compatible?

Answer: HOMA and Ebara pumps are standardized for use by Water and Wastewater Services, the base elbows and guide rails must be compatible with the manufacturer's specifications. Existing pumps will be reinstalled or new pumps will be supplied by the County, as determined by the Engineer. (Refer to Specification 8.5.7, Items 5.23 thru 5.25 – Furnish and Install Pump Base Elbow and Pump)

Question: There is no mention that I could see of guiderails being supplied. I assume these will be replaced during rehabs?

Answer: Attachment "A" Specifications and Requirements - Paragraph 8.5 - SECTION 5 – PIPING AND VALVES, Paragraph 8.5.7 "ITEMS 5.23 THRU 5.25 – FURNISH AND INSTALL PUMP BASE ELBOW AND PUMP" has been **revised** per this Addendum 1 to include furnishing and installing new pump guide rails, which are compatible with the base elbow and pump.

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: _____



FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6065 • FAX 954-357-8535

NOTICE FOR BIDS - BID No. Y1180908B1

LIFT STATION REHABILITATION AND REPAIR

Sealed bids for **Lift Station Rehabilitation and Repair, Bid No. Y1180908B1**, will be received by the Board of County Commissioners until **2:00 p.m. on November 27, 2013**, at the offices of the Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Bids will be publicly opened and read thereafter.

Scope of Work: The Scope of Work includes, but is not limited to, the furnishing of all labor, equipment, materials, tools, services, and incidentals required for all activities associated with the repair or rehabilitation of a sewer lift station including, but not limited to, by-pass pumping, wet well repair and restoration, replacement of top slabs, hatches, pumps, pipes, valves, control panels, electrical services, connection panels, underground vaults, excavating and backfilling, disposing of surplus material and restoration, throughout Broward County. Refer to the Invitation for Bid for a comprehensive description of the work involved in the project.

Pre-bid Conference: A Pre-Bid Conference will be held on **November 6, 2013 at 2:30 p.m.** at Broward County Water and Wastewater Services Complex, Building 2, Training Room, 1st Floor, located at 2555 West Copans Road, Pompano Beach, FL 33069. **Attendance at the Pre-Bid Conference is not mandatory but is highly encouraged as a source of information.**

Goal Participation: The County Business Enterprise (CBE) participation goal for this project is **13%**.

Inspection of the Bid Documents: The Bid Documents are open to public inspection at the offices of the Purchasing Division of Broward County, located at Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. **The Non-Disclosure Agreement (Attachment "A") must be fully executed in order to view the plans and specifications.**

The subject plans, blueprints, schematic drawings, and diagrams are confidential and not for public disclosure. Prospective bidders must sign a non-disclosure agreement in order for Broward County to permit access to the subject plans, blueprints, schematic drawings, and diagrams.

Obtaining the Bid Documents: A copy of the Bid Documents, including drawings is available at **No Charge (\$0.00) per compact disc (CD)** that contains an electronic copy of the Invitation for Bid and drawings in .pdf format. A printed copy of the Bid Documents is available for a **NON-REFUNDABLE** charge of Fifty-Dollars (\$50.00), payable by cash or check to: Broward County Board of County Commissioners. The Bid Documents may be obtained at Broward County Water and Wastewater Engineering Division, located at 2555 West Copans Road, Pompano Beach, Florida 33069. Contact the Project Manager, Jeff Clark, at 954-831-0934. **The Non-Disclosure Agreement must be fully executed and submitted to the Project Manager in order to obtain the Bid Documents.**

Broward County Board of County Commissioners

Sue Gunzburger • Dale V.C. Holness • Kristin Jacobs • Chip LaMarca • Ilene Legerman • Stacy Ritter • John E. Rodstrom, Jr. • Barbara Sharief • Lois Wexler
www.broward.org

Notice for Bids
Bid No. Y1180908B1

Project Manager: Jeff Clark, 954-831-0934 or jclark@broward.org.

Purchasing Agent: Ilyse S. Valdivia, 954-357-6078, or ivaldivia@broward.org.

Addenda: All Addenda will be posted to the Broward County Purchasing Division's website under "Current Solicitations" at <http://www.broward.org/purchasing/Pages/Default.aspx>. Bidders shall be responsible for obtaining, reviewing, and executing addenda.

County/State License Requirements: In order to be considered a responsive bidder for the scope of work set forth in the bid documents, the bidder must possess the following document(s) at the time of bid submittal:

STATE: CERTIFIED GENERAL CONTRACTOR; OR
CERTIFIED PLUMBING CONTRACTOR; OR

BROWARD COUNTY: CERTIFIED BUILDING CONTRACTOR CLASS "A"; OR
(Must be registered with the State)

GENERAL MASTER PLUMBER; OR
(Must be registered with the State.)

GENERAL ENGINEERED CONSTRUCTION BUILDER; OR

PRIMARY PIPELINES (WATER, SEWER, DRAINAGE) – CLASS "A"; OR

PLANT CONSTRUCTION – CLASS "C"

Please note that all work not within the scope of the above Contractor shall be completed by a licensed subcontractor.

Bid Guaranty: Each bid shall be accompanied by a bid guaranty in an amount equal to five percent (5%) of the bid amount.

Performance and Payment Bonds: A Performance Bond and a Payment Bond each in an amount equal to one hundred percent (100%) of the Contract amount or an alternative form of security permitted by the County's Procurement Code must be submitted by the successful Bidder within fifteen (15) calendar days after notification of award by the County.

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Notice for Bids
Bid No. Y1180908B1

Cone of Silence Ordinance: The Cone of Silence is in effect for this project. Section 1-266, of the Broward County Code of Ordinance, as amended, provides that after the advertisement of the bid solicitation, potential vendors and their representatives are substantially restricted from communicating regarding the Bid with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this bid process. The Cone of Silence Ordinance further provides that after the bid opening for this solicitation, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with the County Commissioners and their staff.

For Invitations for Bids the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners upon bid opening for the solicitation.

The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

Any violations of this ordinance by any member(s) of the responding firm or joint venture may be reported to the COUNTY's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

NON-DISCLOSURE AGREEMENT
CONDITIONAL ACCESS TO BUILDING PLANS, BLUEPRINTS, DRAWINGS, AND
DIAGRAMS

The undersigned, individually and as an authorized representative of _____, collectively the "Firm," is requesting conditional access to building plans, blueprints, schematic drawings, and diagrams, in order to prepare a plan, specifications, or bid in response to Broward County Solicitation No. _____, for _____.

Pursuant to Section 119.071(3)(b), Florida Statutes, as may be amended, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by Broward County, hereinafter the "documents," are exempt from disclosure to the public.

I am a licensed architect, engineer, or contractor, or the Firm is a licensed contractor, and seeking conditional disclosure of the documents for the purpose of preparing a plan, specification, or bid. In consideration of my being granted such conditional access, I hereby attest and agree to the following:

(1) I understand the documents are being provided to me strictly on a need-to-know basis, for the sole basis of preparing a bid in response to the above referenced solicitation. I understand that unauthorized disclosure could compromise the security of the locations depicted in the documents. I agree not to make, nor permit the making of, any copies or reproductions of the documents.

(2) I will maintain the confidential status of the documents. I will protect the documents and the information contained therein from unauthorized disclosure, and will keep all documents safe, secure, and confidential at all times in accordance with the terms of this Agreement and applicable state and federal laws.

(3) I understand that the terms of this Agreement extend to the Firm's employees, consultants, subconsultants, subcontractors, and agents, and I agree to take affirmative steps to insure that all involved in Firm's preparation of the bid are aware of, execute a separate Non-Disclosure Agreement prior access to the documents, and comply with the terms of this Agreement.

(4) If I am not selected for the subject solicitation, or if the solicitation is withdrawn, I shall return all documents to Broward County within twenty-one (21) calendar days after bid opening or the withdrawal date, in accordance with the instructions provided in the subject solicitation bid document. I agree to return all documents in good condition, without any missing sheets or media.

(5) If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the documents, at which time I shall return all documents in good condition, without any missing sheets or media, to Broward County. I further understand that the willful disclosure of information to which I have agreed herein not to divulge may result in criminal and civil penalties as well as appropriate corrective action.

(6) I hereby agree to indemnify and hold harmless Broward County from any damage, loss, cost, or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure of the documents by me. I also acknowledge that money damages would be both incalculable and insufficient remedy for any breach of this Agreement, and that any such breach would cause Broward County irreparable harm. In the event that any action or proceeding is brought against Broward County by reason of any such unauthorized use or disclosure of the document, I shall, upon written notice from Broward County, resist and defend such action or proceeding by counsel satisfactory to Broward County. Accordingly, I also agree that in the event of any breach or threatened breach of this Agreement, Broward County, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

(7) I understand and hereby agree that no failure or delay by Broward County in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

(8) I understand and hereby agree that the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

(9) I understand and hereby agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the conflict of law provisions thereof. I irrevocably and unconditionally:

(a) Agree that any suit, action, or legal proceeding arising out of or relating to this Agreement may be brought in a court of appropriate jurisdiction in Broward County, Florida;

(b) Consent to the jurisdiction of each such court in any suit, action, or proceeding; and

(c) Waive any objection, which I may have to venue of any such suit, action, or proceeding in any of such courts.

[Remainder of Page Intentionally Left Blank.]

I acknowledge that all provisions of this Agreement apply equally to both me, individually, and to the Firm, collectively.

ATTEST:

[Insert Name of Corporation]

Corporate Secretary

By _____
President/Vice-President

(Print/Type Name)

(Print/Type Name and Title)

(Corporate Seal)

____ day of _____, 20__.

OR

WITNESSES:

Signature

Print/Type Name

Signature

Print/Type Name

8/19/11
Non-DisclosureAgmt (BldgPlans).doc

SUBMIT BID TO:



Broward County Purchasing Division
 115 S. Andrews Avenue, Room 212
 Fort Lauderdale, Florida 33301-1801
 954-357-6066

BOARD OF COUNTY COMMISSIONERS
 BROWARD COUNTY, FLORIDA

INVITATION FOR BID

Bidder Acknowledgment

— GENERAL CONDITIONS —

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE COUNTY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all bid sheets and should be in a sealed envelope. (PLEASE INCLUDE ONE ORIGINAL SIGNED BID DOCUMENT IN BLUE INK AND ONE PHOTOCOPY OF SIGNED BID DOCUMENT PER ENVELOPE). The face of the envelope should contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- EXECUTION OF BID:** A. Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. The ink should be blue ink. All corrections made by bidder to their bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. B. No award will be made to a bidder who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By signing and submitting this bid, bidder attests that it is not delinquent in payment of any taxes, fees, fines, contractual debts, judgments or any other debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the bidder's statement is discovered to be false, bidder will be subject to debarment and the County may terminate any contract it has with bidder. C. Bidder certifies by signing the bid that no principals or corporate officers of the firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with Broward County within the last three years, unless so noted in the bid documents. D. By signing this bid, bidder attests that any and all statements, oral, written or otherwise, made in support of this bid, are accurate, true and correct. Bidder acknowledges that inaccurate, untruthful, or incorrect statements made in support of this bid may be used by the County as a basis for rejection of this bid, rescission of the award, or termination of the contract. Bidder acknowledges that the termination of the contract because of a determination of an inaccurate, untruthful, or incorrect statement made in support of this bid may also serve as the basis for debarment of bidder pursuant to Section 21-119 of the Broward County Administrative Code.

- BID WITHDRAWAL:** No Vendor may withdraw their bid before the expiration of one hundred and twenty (120) days from the date of the bid opening. Any bid submitted which alters the one hundred and twenty (120) day requirement shall be deemed non-responsive.

(Continued on Page 2)

BIDS WILL BE OPENED 2:00 p.m. **November 27, 2013**
 and may not be withdrawn within 120 calendar days after such date and time.

BID TITLE
Lift Station Rehabilitation and Repair (Non-Sheltered Market)

BID NO. **Y1180908B1**

PURCHASING AGENT NAME & TELEPHONE NUMBER
Ilyse Vadivia 954-357-6078

DELIVERY DATE

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS

BID GUARANTY IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF \$

REASON FOR NO BID

DUN & BRADSTREET NUMBER

BIDDER NAME

BIDDER MAILING ADDRESS/CITY/STATE/ZIP

AREA CODE	TELEPHONE NO.	CONTACT PERSON
-----------	---------------	----------------

FAX NO.	BIDDERS E-MAIL ADDRESS
---------	------------------------

 *AUTHORIZED SIGNATURE (submit original in blue ink) DATE

 PRINT NAME TITLE

*I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 6 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

3. **BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Purchasing Division reception area and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that their bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request. Bid results will be posted on the Broward County web site at: www.broward.org/purchasing/results.
4. **ADDENDA TO BID:** Broward County reserves the right to amend this Invitation For Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Broward County.
5. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
 - (a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
 - (b) **F.O.B. —** as specified in Special Instructions to bidder.
 - (c) **Tie Bids:** The award on tie bids will be decided by the Director of the Purchasing Division in accordance with the provisions of the Procurement Code.
 - (d) **TAXES:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
 - (e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
 - (f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
 - (g) **ORDERING:** The Board of County Commissioners reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the Board of County Commissioners reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
6. **OPEN-END CONTRACT:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
7. **CONTRACT PERIOD (OPEN-END CONTRACT):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Director of Purchasing may renew this contract for a second period subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.
8. **FIXED CONTRACT QUANTITIES:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Contractor agrees to furnish such quantities at the same prices, terms and conditions.
9. **AWARDS:** If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the County reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all bids.
10. **PAYMENT:** Payment for all goods and services shall be made in a timely manner and in accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act and the Broward County Prompt Payment Ordinance (No. 89-49).

as amended. All applications for Payment shall be submitted to Broward County Accounting Division. Payment will be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.

11. **DELIVERY:** Delivery time shall be computed in calendar days from the issuance date of purchase order. Although, actual requested date or number of calendar days for delivery may be specified, state number of calendar days required to make delivery and installation after issuance of purchase order or request for services in space provided. Unless otherwise stipulated in the Contract, delivery shall be made between 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and at other time by special arrangements. However goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the Division shall govern. If, in calculating the number of calendar days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made no later than next succeeding business day. Delivery time may be considered in determining award.
12. **TERMINATION:**
 - (a) **AVAILABILITY OF FUNDS:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this Contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes. The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated Broward County may terminate this contract upon thirty (30) days prior written notice to the contractor.
 - (b) **NON PERFORMANCE:** The Contract may be terminated for cause by the Awarding Authority for the County if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this Bid, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this Bid, or multiple breach of the provisions of this Bid notwithstanding whether any such breach was previously waived or cured.
 - (c) **TERMINATION FOR CONVENIENCE:** The Awarding Authority may terminate the Contract for convenience upon no less than thirty (30) days written notice. In the event the Contract is terminated for convenience, Bidder shall be paid for any goods properly delivered and services properly performed to the date the Contract is terminated; however, upon being notified of County's election to terminate, Bidder shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the Contract. In no event will payment be made for lost or future profits. Bidder acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by County, the adequacy of which is hereby acknowledged by Bidder, is given as specific consideration to Bidder for the County's right to terminate this Contract.
13. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of

the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.

14. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 210, Fort Lauderdale, Florida 33301-1803. The MSDS must include the following information.
 - (a) The chemical name and the common name of the toxic substance.
 - (b) The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosivity, and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The primary routes of entry and symptoms of overexposure.
 - (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - (d) The emergency procedure for spills, fire, disposal, and first aid.
 - (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
15. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless otherwise specified in the bid. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with the bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Broward County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that the bidder will furnish goods identical to bid standard.

- 16. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of seven (7) business days prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of Purchasing.
- 17. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at their expense and redelivered at their expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Board shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at their expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.
- 18. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County.
- 19. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the County at once, indicating in their letter the specific regulation which required an alteration. The Board of County Commissioners reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
- 20. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Procurement Code of Broward County shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and Broward County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.
- 21. **INDEMNIFICATION:** BIDDER shall at all times hereafter indemnify, hold harmless and, defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, BIDDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, BIDDER shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due BIDDER under this Agreement may

be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

- 22. **NOTICE:** Written notice provided pursuant to this Contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301-1801

Bidder shall identify in the Bid a designated person and address to whom notice shall be sent when required by the Contract.

- 23. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this Contract, Bidder and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract.
- 24. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.
- 25. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Director of Purchasing. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.
- 26. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The Director of Purchasing or the Board of County Commissioners, reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The Director of Purchasing or the Board of County Commissioners will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The Director of Purchasing or the Board of County Commissioners reserves the right to

consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify the County immediately of notice of any citations or violations which they may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to them.

27. **EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The contractor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26, as amended. The Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

28. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

29. **RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a vendor intends to protest a solicitation or proposed award of a contract the following apply:

- (a) Any protest concerning the bid or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.
- (b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the bid opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website.

- (c) Any actual or prospective bidder or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.

- (d) For purposes of this section a business day is defined as Monday through Friday between 8:30am and 5:00pm. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the vendor's right to protest.

- (e) As a condition of initiating any bid protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract bid amount submitted by the protestor. If no contract bid amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

30. **PUBLIC ENTITY CRIMES ACT:** Bidder represents that its response to this invitation for bid will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant or other provider who has been placed on the convicted vendor list following a conviction of a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract with the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact any business with the County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Bidder represents that its response to this Invitation For Bid is not a violation of Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the "discriminatory vendor list" i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

31. **RECYCLED CONTENT INFORMATION:** In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

32. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the bidder. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the bidder as a result of this bid.

33. **PUBLIC RECORDS:** Any material submitted in response to this Invitation For Bid will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

34. **AUDIT RIGHT AND RETENTION OF RECORDS:** County shall have the right to audit the books, records, and accounts of contractor that are related to this project. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the project.

Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to contractor's records, contractor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

The entire chapter of the Broward County Procurement Code describing the aforementioned subject matter can be obtained from the Purchasing Division's Website at: www.broward.org/purchasing.

35. **OWNERSHIP OF DOCUMENTS:** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by CONSULTANT in connection with this Agreement shall become the property of COUNTY, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, COUNTY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

36. **STATE OF FLORIDA DIVISION OF CORPORATIONS REQUIREMENTS:** It is the vendor's responsibility to comply with all state and local business requirements. All vendors located within Broward County and/or providing a service within the County must have a current Broward County Local Business Tax Receipt (formerly known as an Occupational License Tax). All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact Broward County Records, Taxes and Treasury Division and the Florida Department of State, Division of Corporations.

The County will review the vendor's business status based on the information provided in response to this solicitation. If the vendor is an out-of-state or foreign corporation or partnership, the vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.

If successful in obtaining a contract award under this solicitation, the vendor must remain in good standing throughout the contractual period of performance.



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

ATTENTION

Dear Vendor:

Thank you for your interest in doing business with Broward County. We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions could lead to your submittal being rejected. Any change(s) to this solicitation will be conveyed through the written addenda process. Notifications of addenda are sent electronically to vendors registered under the applicable commodity codes at the time the original solicitation was created. In addition, all addenda are posted on the Purchasing Division's website, www.broward.org/purchasing which can be accessed by selecting Current Solicitations. Please read carefully and follow all instructions provided on the addendum, as well as the instructions provided in the original solicitation. **It is the responsibility of all potential vendors to monitor the Purchasing Division's website for any changing information prior to submitting their reply.**

It is the intent of the Purchasing Division to provide quality services. If you have any questions, please visit our website to view the information provided on "How to Do Business with Broward County – A Vendor's Guide," or feel free to contact the agent of concern. Again, thank you for your continued interest in doing business with Broward County.

Sincerely,

A handwritten signature in cursive script that reads "Brenda J. Billingsley".

Brenda J. Billingsley, Director
Broward County Purchasing Division

**PURCHASING DIVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA**

Bid Submittal Summary Sheet for Public Reading

The purpose of this page is to facilitate the efficient and accurate reading of your bid submittal at the Bid Opening. Your cooperation is appreciated in completing the following information and ensuring that it is placed as the first page of your bid submittal. The information on this page does not take the place of the bid documents or the bid sheet. In the event that there is a discrepancy between the information on this page and the information in the bid sheet, the information on the bid sheet will prevail.

Bid Number: Y1180908B1

Bid Title: Lift Station Rehabilitation and Repair

Name of Company: _____

Total Bid Price: _____

DOCUMENT CHECKLIST:

The following items may be required to determine Bid responsiveness. Please ensure that all applicable items are completed and submitted with your Bid. Failure to meet the applicable requirements may render your Bid non-responsive. Additional information for these items can be found throughout this Bid document.

A. Bid/Addendum

- The Invitation for Bid must be signed in ink.
- If a **MUST** Addendum is required, it must be acknowledged on the Bid sheet or returned with your Bid.
- If a revised Bid sheet is required, it must be returned with the Addendum.

B. Group Items

- If a "Group" is specified, you must bid all items within each Group and indicate "No Charge" for those items that are included at no additional charge.

C. Bid Bond/Guaranty

- You must attach an original Bid Bond executed by a surety company, or alternate form of acceptable security.

D. Licensing

- Attach a copy of the specified contractor license(s)
- For items that require a licensed Contractor, your firm must possess a current State or County license, held by a qualifier registered with the State.
- If you hold a County license, and State registration is required, your license must be registered with the State.

ADDITIONAL ITEMS:

The following documents should be submitted with your bid, but no later than the time stated, upon request of the County.

A. Supplements/Attachments

- Non-Collusion Statement
- Copy of Broward County Local Business Tax Receipt (for Broward County Vendors)
- Vendor Questionnaire
- Vendors List (Non-Certified Sub-contractors/Suppliers)
- County Business Enterprise (CBE) Documentation (if this solicitation includes participation goals, all appropriate documentation returned)
- Living Wage Ordinance Compliance Affidavit (Exhibit 1) and Application for Exemption (Exhibit 2) - Attachment "" - NOT APPLICABLE TO THIS SOLICITATION
- Domestic Partnership Certification - Attachment "E"
- Local Business or Locally-Headquartered Business Certification - Attachment "F"
- Drug Free Workplace Certification - Attachment "G"
- Scrutinized Companies Certification Form - Attachment "O"
- Certificate of Insurance, per sample attached - Attachment "P"
- E-Verify Certification Form - Attachment "" NOT APPLICABLE TO THIS SOLICITATION
- Florida Department of State Certificate of Proof of application (see: www.sunbiz.org)

* All original Bids must be received in the Purchasing Division no later than 2:00 p.m. on the opening date specified. Late Bids will not be accepted. Please allow additional time for traffic and parking. This Checklist is for informational purposes only, it is not necessary to return.

**PURCHASING DIVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA**

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)

**LIFT STATION REHABILITATION AND REPAIR
(Non-Sheltered Market)**

LIVING WAGE SERVICE CONTRACT YES NO

SUBMISSION OF SEALED BIDS: The Invitation for Bid form must be executed and submitted with all bid sheets and should be in a sealed envelope. The original should be signed in blue ink. Both the original bid and one (1) photocopy of your bid should be included in a single envelope. Bid submittals should not be professionally bound using metal fasteners except for stapling. The Bidder is responsible for retaining a copy of all submittals for their own records. The face of the envelope should contain the company name, address, date and time of bid opening, bid number and bid title. Bids not submitted on bid sheets may be rejected. Bidder should not submit bids on their own form or any other form other than Broward County Bid Sheet. All bids are subject to the conditions specified herein. Bids which do not comply with these conditions are subject to rejection.

1. SCOPE:

Bids are hereby invited on an open-end basis for **Lift Station Rehabilitation and Repair** for Broward County Water and Wastewater Services, Solid Waste and Recycling Services, the Department of Port Everglades and various other Broward County agencies that may have need of these services and products.

The initial contract period shall start on date of award and shall terminate one year from that date. The Contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract.

There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.

The Director of Purchasing may renew this contract for two (2) one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will sent in advance of expiration date of this contract.

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

2. SPECIFICATIONS AND REQUIREMENTS:

Technical Specifications and Requirements are attached hereto and made a part hereof as Attachment "A". The plan set is confidential and not for public disclosure. Prospective bidders and subcontractors must sign a Non-Disclosure Agreement in order for Broward County to permit access to the drawings and plans. Please contact the Project Manager, Jeff Clark at 954-831-0934 for additional information or obtain the plan set/drawings.

NOTE: Whenever the Technical Specifications address a third party (i.e. manufacturer, applicator, subcontractors etc.) it is to be construed as the CONTRACTOR through the third party.

3. CONTINGENCY FEES:

By submission of this offer, contractor certifies that no contingency fees (sometimes known as a finder's fee) has been paid to any person or organization other than a bona-fide employee working solely for the vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the contractor.

4. FURTHER INFORMATION:

4.1 Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact the Purchasing Agent, Ilyse S. Valdivia of the Purchasing Division at 954-357-6078 or by email at ivaldivia@broward.org.

4.2 Bidders requiring technical clarifications should contact the Project Manager, Jeff Clark, of Water and Wastewater Services at 954-831-0934 or by email at jclark@broward.org. No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by an addendum issued by the Purchasing Division. **All questions should be submitted to both the Project Manager and the Purchasing Agent.**

4.3 The County is not obligated to respond to any questions submitted less than seven (7) business days prior to the bid opening.

5. PRE-BID CONFERENCE:

Attendance at the pre-bid conference is optional. This information session presents an opportunity for bidders to clarify any concerns regarding the bid requirements. The bidder is cautioned that, although the pre-bid conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the bidder(s) to have visited the site or to have attended the conference.

<u>Pre-Bid Conference</u>	
Date:	November 6, 2013
Time:	2:30 p.m.
Location:	Broward County Water and Wastewater Services Complex 2555 West Copans Road, Building 2 – Training Room, First Floor Pompano Beach, FL 33069

If you require any auxiliary aids for communication, please call 357-6066 so that arrangements can be made in advance.

6. REQUESTS FOR APPROVED EQUALS: Not applicable to this solicitation.

7. CONE OF SILENCE ORDINANCE:

- 7.1 In accordance with Broward County Ordinance No. 2011-06, Section 1-266, as amended, the Cone of Silence Ordinance provides that after the advertisement of the bid solicitation, potential vendors and their representatives are substantially restricted from communicating regarding the Bid with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this bid process. The Cone of Silence Ordinance further provides that after the bid opening for this solicitation, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with the County Commissioners and their staff.
- 7.2 For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners upon bid opening for the solicitation.
- 7.3 The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.
- 7.4 Any violations of this ordinance by any member(s) of the responding firm or joint venture may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

8. PUBLIC RECORDS:

Broward County is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all sub-contractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and sub-contractors shall:

- 8.1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- 8.2. Provide the public with access to such public records on the same terms and conditions that the County 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;
- 8.3. 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
- 8.4. Meet all requirements for retaining public records and transfer to the County, 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 County in a format that is compatible with the information technology systems of the agency.
- 8.5. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Terms and Conditions, Article 12.

9. SECURITY REQUIREMENTS:

9.1. **General Facilities Security Requirements** This solicitation includes sites that are designated as critical to security and public safety pursuant to Broward County Ordinance 2003-08, Sections 26-121 and 26-122, as may be amended. All Contractor and subcontractor personnel servicing these facilities will be required to have a County identification badge, which will be the responsibility of the Contractor to obtain. The badge must be visible and worn at all times. This will entail a comprehensive background check for the entire State of Florida, which can be conducted by the Florida Department of Law Enforcement (FDLE). The nominal cost of background checks is the Contractor's responsibility and should be included in the bid price.

9.1.1. FDLE background checks can be done by the Contractor by phone at (850) 410-8109 or online at <https://www2.fdle.state.fl.us/cchinet>.

9.1.2. Upon completion of the background check and receipt of printout, the Contractor must present printout to Broward County Security at the Government Center, at 115 South Andrews Avenue Fort Lauderdale, FL 33301, for review when applying for a County identification card. Government Center Security phone number is (954) 357-6000.

9.1.3. Requests for County Identification badges requiring FDLE background check requires lengthy processing, therefore Contractor must submit to Broward County Security at least two (2) weeks prior to Contractor employee starting service. When identification badges are ready, Broward County Security will contact the employer to come and pick up badge. Upon pickup, employee must present a valid Florida identification and must be accompanied by his or her supervisor. Security will then supply identification badges valid for up to one (1) year at Broward County facilities. The Contractor is responsible for the collection and return to Broward County of identification badges from former employees, employees removed from service on this contract and all employees at the termination of this contract.

9.1.4. Additional background checks may be required at the following points of the contract: contract inception; renewal of contract (annually); change of personnel, annually thereafter.

9.1.5. All Contractors' personnel must wear distinctive and neat appearing uniforms with vendor's company name. Contractor's personnel must wear Broward County IDs. Subcontractor personnel must also have Broward County issued ID's and meet the same security requirements and uniform standards as the primary Contractor in all respects. Contractor's personnel will not be allowed on the job site without proper County ID's.

9.2. **Port Everglades Security Requirements** - the Department of Port Everglades requires persons to present, at port entry, a valid driver's license and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include a comprehensive background check. Badges must be renewed as required and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call (954) 465-4225.

9.2.1. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-

issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

9.2.2. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-866-347-8942, or go on line to <http://twicinformation.tsa.dhs.gov>.

9.3. **Airport Security Program and Aviation Regulations:** Contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that subleases, employees, invitees and guests observe these requirements. If required by the Aviation Department, Contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Contractor, its subleases, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event Contractor fails to remedy any such deficiency, the County may do so at the cost and expense of Contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

9.3.1. Operation of Vehicles on the AOA: Before the Contractor shall permit any employee of Contractor or any subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the Contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Contractor or of any subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

9.3.2. Consent to Search/Inspection: The Contractor agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The Contractor further agrees on behalf of itself and its subcontractor that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the Contractor or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the Contractor or by any subcontractors.

9.3.3. The provisions hereof shall survive the expiration or any other termination of this Agreement.

10. **SHELTERED MARKET PROGRAM:** Not applicable to this solicitation.

11. **OFFICE OF ECONOMIC AND SMALL BUSINESS REQUIREMENTS:**

- 11.1. In accordance with Ordinance No. 2012-33, Broward County Business Opportunity Act of 2012, the County Business Enterprise (CBE) Program is applicable to this contract. All bidders responding to this solicitation should utilize, or attempt to utilize, CBE firms to perform at least the assigned participation goal for this contract. The assigned CBE participation goal for this contract is **thirteen percent (13%)**.
- 11.2. Compliance with CBE participation goal requirements is a matter of responsibility; required information should be submitted with bid submittal. If not provided with bid submittal, the bidder must supply information within three business days of the Office of Economic and Small Business Development's (OESBD) request. Bidder may be deemed non-responsible for failure to fully comply within stated timeframes.
- 11.3. **CBE Program Requirements for Submitting Bids:** a bidder should include in its bid submittal Attachment "C" Letter of Intent, for each certified CBE firm the bidder intends to use to achieve the assigned CBE participation goal.
- 11.4. **CBE Program Requirements for Submitting Good Faith Effort:** If a bidder is unable to attain the CBE participation goal, the bidder should include in its bid submittal Attachment "D", Application for Evaluation of Good Faith Effort and all of the required supporting information.
- 11.5. The bidder shall only address the base bid for CBE goal participation. No alternate/optional bid item(s) shall be addressed. If the County chooses to exercise the right to award alternate/optional bid item(s), the CBE participation goal for this bid shall apply to the alternate/optional bid item(s) recommended to be awarded. The County shall issue a notice to the apparent successful bidder requiring the bidder to comply with the CBE participation goal for the alternate/optional bid item(s); bidder shall submit all required forms prior to award. Failure to submit the required forms may result in rejection of the bid.
- 11.6. The Office of Economic and Small Business Development maintains an on-line directory of CBE firms. The on-line directory is available for use by bidders at <https://bcegov3.broward.org/SmallBusiness/SBDirectory.aspx>

- 11.7. For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/Pages/Default.aspx>
- 11.8. **Requirements for Contracts with CBE Goals:** if awarded the contract, the bidder agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the contract.
- 11.8.1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
- 11.8.2. Bidder shall comply with all applicable requirements of the Broward County Small Business Development Program in the award and administration of this contract. Failure by bidder to carry out any of these requirements shall constitute a material breach of this contract, which shall permit County to terminate this contract or to exercise any other remedy provided under this contract, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.
- 11.8.3. Bidder shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from County for such subcontracted work and pay all other subcontractors and suppliers within thirty (30) days following receipt of payment from County for such subcontracted work or supplies. If Bidder withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from County. For all other subcontractors or suppliers, if Bidder withholds an amount as retainage, such retainage shall be released and paid within thirty (30) days following receipt of payment of retained amounts from County.
- 11.8.4. Bidder understands that the County will monitor compliance with the CBE requirements. Bidder must report monthly on its CBE participation commitment with its pay requests and is required as a condition of payment.

12. **FEDERAL TRANSIT ADMINISTRATION SUPPLEMENT:** Not applicable to this solicitation.

13. **INSURANCE REQUIREMENTS: (Sample insurance certificate - Attachment "P")**

The insurance requirements designated in this bid indicate the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide proper insurance, or a notarized letter of verification by the Vendor's insurance provider, which states the ability of the Vendor to obtain the required insurance within three (3) business days after request by the Purchasing Agent but prior to recommendation of award. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.

Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the attachment under the following conditions listed below. **If a limit or policy is not indicated on Attachment "P" by a checkbox, it is not required as a condition of this contract.**

- 13.1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out

of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall ensure that subcontractor names County as an Additional Insured.

- 13.2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance.

Note: This requirement does not apply if Vendor does not own a vehicle, where performance of services does not require the use of a business automobile or where delivery will be by common carrier also known as a third-party carrier.

- 13.3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- 13.4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.

- 13.5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.

13.5.1. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract Price. Such Policy shall reflect Broward County as an additional loss payee.

13.5.2. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract Price. Such Policy shall reflect Broward County as an additional loss payee.

13.5.3. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the contractor(s).

13.5.4. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.

- 13.5.5. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
- 13.5.6. Waiver of Occupancy Clause or Warranty - Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
- 13.6. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.
- 13.7. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.
- 13.8. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
- 13.9. Notice of Cancellation and/or Restriction -The policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- 13.10. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- 13.11. Right to revise or reject. The County reserves the right, but not the obligation, to review and revise the insurance requirements at any time, not limited to deductibles, limits, coverage and endorsements.

14. INDEMNIFICATION:

BIDDER shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of BIDDER and persons employed or utilized by BIDDER in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due BIDDER under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

15. LICENSING REQUIREMENTS:

In order to be considered a responsible and responsive bidder for the scope of work set forth in these bid documents, the bidder shall possess one of the following licenses (including any specified State registration, if applicable) at the time of bid submittal. Proof of licensing should be furnished within three (3) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the bid.

**STATE: CERTIFIED GENERAL CONTRACTOR; OR
CERTIFIED PLUMBING CONTRACTOR; OR**

**BROWARD COUNTY: CERTIFIED BUILDING CONTRACTOR CLASS "A"; OR
(Must be registered with the State.)**

**GENERAL MASTER PLUMBER; OR
(Must be registered with the State.)**

GENERAL ENGINEERED CONSTRUCTION BUILDER; OR

PRIMARY PIPELINES (WATER, SEWER, DRAINAGE) – CLASS "A"; OR

PLANT CONSTRUCTION – CLASS "C"

Any work performed not within the scope of the above contract must be performed by a licensed contractor.

16. PUBLIC BID DISCLOSURE ACT:

Pursuant to the Public Bid Disclosure Act, all permits and fees including but not limited to all licenses, occupational license (or Local Business Tax Receipt), certificate of occupancy (CO), permits, impact fees or inspection fees payable BY CONTRACTOR TO THE COUNTY BY VIRTUE OF THIS WORK/PROJECT, and disclosed in this request for bids and the amount or percentage method of all such licenses, permits and fees required by Broward County are listed below. EACH LICENSE, PERMIT OR FEE A CONTRACTOR WILL HAVE TO PAY THE COUNTY BEFORE OR DURING CONSTRUCTION OR THE PERCENTAGE METHOD OR UNIT METHOD OF ALL LICENSES, PERMITS AND FEES REQUIRED BY THE COUNTY AND PAYABLE TO THE COUNTY BY VIRTUE OF THIS CONSTRUCTION AS PART OF THE CONTRACT IS STATED BELOW:

Broward County Water and Wastewater Services, Solid Waste and Recycling Services, and the Department of Port Everglades shall be responsible for paying for any and all permits, licenses, and fees required by agencies of the Broward County Commission for their own projects. All other County agencies utilizing this contract shall be responsible for paying permits and fees required by Commission agencies for their respective projects. This does not alleviate the Contractor from obtaining the permits.

Licenses, permits and fees, which may be required by The State of Florida, State Agencies or by other local governmental entities, are not included in the above list.

17. **PERMITS AND FEES: (for agencies other than Broward County Commissioners)**
The CONTRACTOR shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc., shall be included in price bid except where noted in the specifications and requirements.
18. **BID GUARANTY:**
All bids shall be accompanied by an original bid bond executed by a surety company meeting the qualifications for surety companies. **The Bid bond must be an original, no photocopies will be accepted.** In lieu of the bid bond, the following will be acceptable: cash, money order, certified check, cashier's check, original irrevocable letter of credit (Attachment "I"), treasurer's check or bank draft of any national or state bank (United States), in an amount equal to five percent (5%) of the total bid price offered, payable to the Board of County Commissioners and conditioned upon the successful Bidder providing the Performance and Payment Guaranty and evidence of insurance within 15 calendar days after notification of award of the Contract. A personal check or a company check of a Bidder shall not be deemed a valid bid guaranty. Guaranty of the successful Bidder shall be forfeited to the Board of County Commissioners not as a penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to provide the required Performance and Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth herein. Bid Guaranties of the unsuccessful Bidders will be returned after award of Contract.
19. **PERFORMANCE AND PAYMENT GUARANTY:**
- 19.1 Within fifteen (15) calendar days of being notified of the award, CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond (Attachment "J") and Payment Bond (Attachment "K").
- 19.2 The bonds shall be in the amount of **one hundred percent (100%)** of the Contract amount guaranteeing to County the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. Such Bond(s) shall be with a surety company which is qualified pursuant to below section, Qualifications of Surety.
- 19.3 Each bond shall continue in effect for one year after completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract price, or an additional bond shall be conditioned that the CONTRACTOR will upon notification by the COUNTY, correct any defective or faulty work or materials which appear within one year after completion of the Contract.
- 19.4 Pursuant to the requirements of Section 255.05(1) (a), Florida Statutes, as may be amended from time to time, CONTRACTOR shall ensure that the bonds referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.
- 19.5 In lieu of the Performance and Payment Bond, CONTRACTOR may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashier's check or irrevocable letter of credit (Attachment "L"). Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by the COUNTY for one year after completion and acceptance of the work.
- 19.6 The Contractor is required at all times to have a valid Performance and Payment Guaranty (or other approved security) in force covering the work being performed.
- 19.7 The Contractor agrees to keep such Guarantee(s) (or other security) in effect for the duration of the contract. If the contract is extended or renewed, it shall be subject to the same bonding (or other approved security) requirements.

20. QUALIFICATIONS OF SURETY:

20.1 A Bid Bond and Performance and Payment Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five years.

20.2 In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

20.2.1 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10 Section 223.111). Further, the surety company shall provide the County with evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.

20.2.2 The County will accept a surety bond from a company with a rating of A- or better for bonds up to \$2 million, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the County shall review and either accept or reject the surety company based on the financial information available to the County. A surety company that is rejected by the County may be substituted by the bidder or proposer with a surety company acceptable to the County, only if the bid amount does not increase.

20.2.3 The surety company shall have at least the following minimum ratings:

<u>Amount of Bond</u>	<u>Policyholder's Ratings</u>	<u>Financial Size Category</u>
500,001 to 1,000,000	A, A-	Class I
1,000,001 to 2,000,000	A, A-	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 to or more	A	Class VII

20.2.4 For projects which do not exceed \$500,000.00 the County shall accept a Bid Bond and Performance and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code. (Attachment "M").

20.2.5 The County will accept a surety bond from a company with a rating of A- or better; provided, however, that if the surety company appears on the 'Watch List' that is published quarterly by 'Focus' of the Office of the Florida Insurance Commissioner, the County shall review and either accept or reject the surety company based on the financial information available to the County. A surety company that is rejected by the County may be substituted by the bidder or proposer with a surety company acceptable

to the County only if the bid amount does not increase.

21. LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:

All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Contractor should provide a copy of its Local Business Tax Receipt within three (3) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200

22. LIVING WAGE ORDINANCE: Not applicable to this solicitation.

23. DOMESTIC PARTNERSHIP ORDINANCE: (Attachment "E")

Effective November 15, 2011, the Domestic Partnership Act – Ordinance No. 2011–26 has been amended to require all Contractors contracting with Broward County in an amount over \$100,000 provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance. The Domestic Partnership Certification should be completed and submitted at the time of bid submittal, but must be provided within three (3) business days after County's request.

24. CONTRACTOR RESPONSIBILITIES:

24.1 The Contractor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in his or her Bid. The Contractor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his or her own manufacture.

24.2 Contractor shall perform the Work with its own organization, amounting to not less than **sixty percent (60%)** of the Contract Price.

24.3 The Contract Administrator will document the contractor's performance by completing a Vendor Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: <http://www.broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf> and will be completed by the Contract Administrator based upon the following factors:

- i. For any fixed construction or services contract valued at \$50,000 or more upon completion of the contract.
- ii. For any hardware or software implementation contracts valued at \$20,000 or more as part of the final acceptance.
- iii. For any fixed commodities contract valued at \$250,000 or more upon complete delivery of the commodities.
- iv. For Master (open-end) Agreements and other continuing contracts by each using agency, whose cumulative annual usage of the agreement exceeds \$50,000, prior to any renewal, termination and upon the agreement expiration?
- v. For Work Authorizations valued at \$30,000 or more, issued under a Library of Professional Consultant Services, a Library of Environmental Consultant Services, or other two-party agreement, upon project completion.
- vi. For contracts where the Office of Economic and Small Business Development (OESBD) has established goals, based on compliance with established goals and requirements.
- vii. The Contract Administrator may also initiate an interim evaluation at any time during the term for any contract.

25. CONTRACTOR PERFORMANCE REVIEW:

An interim performance evaluation of the successful Bidder/CONTRACTOR may be submitted by the Contract Administrator during construction of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the construction contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the COUNTY Director of Purchasing who shall provide a copy to the successful Bidder/CONTRACTOR upon request. Said evaluation(s) may be used by the COUNTY as a factor in considering the responsibility of the successful Bidder/CONTRACTOR for future bids with the COUNTY.

26. SUBCONTRACTING:

The Contractor shall submit a listing of all non-certified subcontractors, if any, and the portion of the Project they will perform (Vendors List - Attachment "B") within three (3) business days of request by County and prior to award. This list shall be kept up-to-date for the duration of the project and shall include major material suppliers to the Prime that provide construction material for construction contracts or commodities for service contracts in excess of \$50,000 to the CONTRACTOR. If subcontractors are stated, this does not relieve the CONTRACTOR from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract.

27. LITIGATION HISTORY REQUIREMENT

- 27.1. The County will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.
- 27.2. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
- 27.2.1. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - 27.2.2. An allegation of negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - 27.2.3. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - 27.2.4. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary); or
 - 27.2.5. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- 27.3. Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the vendor.
- 27.4. For each material case, the vendor is required to provide all information identified in the form included in the Vendor Questionnaire.
- 27.5. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the vendor's subcontractors/subconsultants proposed to work on this project.
- 27.6. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the vendor being deemed non-responsive. Prior to making such

determination, the vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

28. MULTIPLE AWARDS: Not applicable to this solicitation.

29. CODE REQUIREMENTS:

The Contractor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

30. LIQUIDATED DAMAGES:

30.1 The work to be performed under this Contract shall be commenced upon issuance of Purchase Order, which will not be issued until receipt of all required documents.

30.2 The work shall be completed and ready for final payment as mutually agreed by County and Contractor from the date indicated on the Notice to Proceed.

30.3 Upon failure of the Contractor to complete a project awarded pursuant to this contract within the specified period of time (plus approved extensions, if any) the Contractor shall pay to COUNTY the sum of **One Thousand Eighty Five Dollars (\$1,085.00)** for each calendar day (plus approved extensions) after the time specified for completion and readiness for final payment. This amount is not a penalty but liquidated damages to the COUNTY. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the COUNTY as a consequence of such delay. Contractor acknowledges and agrees that damages to County from untimely completion are extremely difficult to determine, and accordingly the Contractor agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

30.4 The COUNTY is authorized to deduct liquidated damage amounts from the monies due to Contractor for the work under this contract, or as much thereof as the COUNTY may, at its own option, deem just and reasonable.

31. PAYMENT:

Refer to Attachment "A" Specifications for additional information.

32. PRICE ADJUSTMENT CLAUSES: Not applicable to this solicitation.

33. PREFERENCE:

No contractor shall receive more than one County-authorized preference for the same procurement. If a contractor is eligible for more than one County-authorized bid preference for a particular procurement, the contractor shall be eligible to receive only the bid preference that is most favorable to the contractor.

33.1 Local Preference:

In accordance with Section 1-74, et. seq., Code of Ordinances, Broward County provides a Local Preference to local and locally headquartered businesses in the County. The Local Preference is extended to Miami-Dade County local and locally headquartered businesses, based upon an Interlocal Agreement of Reciprocity between the counties. This preference does not apply for any solicitation with funding source restrictions, included federal, state, or other grant funding.

The Ordinance provides the following:

If the low responsive and responsible bidder is not a local business or a locally-headquartered business, any and all qualifying local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all qualifying locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all qualifying bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.

If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.

All qualifying bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid regardless of location.

Attachment "F" and a copy a business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) should be submitted in order to be considered for Local Preference. If not submitted with the bid, it must be submitted within three business days of notification from the County. Failure to timely submit may render the business ineligible for application of the Local Preference. The County may request verification of any information required to confirm certification.

34. DRUG-FREE WORKPLACE CERTIFICATION:

Broward County Procurement Code Chapter 21.31.a. requires awards of competitive sealed bids and sealed proposals requiring Board Award be made only to firms certifying the establishment of a drug free workplace. The Drug Free Workplace Certification (Attachment "G") should be furnished within three (3) business days after request by the Purchasing Agent but prior to recommendation of award to the Board of County Commissioners. Failure to provide this certification will render your office unqualified and ineligible for award.

35. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT:

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

CONTRACTOR decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 1/2) in performing any services pursuant to this Agreement."

36. PREVAILING WAGE RATES:

Section 26-5 of the Broward County Code of Ordinances, provides that in all non-federally funded construction procurement activity of \$250,000 or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (latest revision, a copy is attached hereto as Attachment "Q", if applicable).

37. TRENCH SAFETY ACT (WHEN APPLICABLE)

The Trench Safety Act (TSA) will apply to any individual project that has trenches in excess of 5 feet deep. Attachment "H", Trench Safety Act form, should be completed and submitted with the bid but must be completed and submitted within three (3) business days of request by County and prior to award. The Bidder, by virtue of the bid submission, affirms that the Bidder is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and subcontractors.

38. SPECIAL NOTICE:

In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), bidders are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

39. DATE STANDARDS: Not applicable to this solicitation.**40. BATTERY DISPOSAL:**

In accordance with Florida 1993 Solid Waste Act, the manufacturers of heavy metal batteries or the manufacturers of products powered by such batteries are solely responsible for the reclamation and disposal of such used batteries as purchased by the County. The County shall not be held liable for any cost associated with the reclamation and disposal of such batteries.

41. DUN & BRADSTREET REPORT REQUIREMENT

The COUNTY may review the bidder's rating and payment performance to assist in determining a bidder's responsibility when being evaluated for a contract award.

42. E-VERIFY PROGRAM CERTIFICATION (applicable only for State-funded contracts)

Not applicable to this solicitation.

43. SCRUTINIZED COMPANIES LIST

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a response to a Broward County solicitation for goods or services in an amount equal to or greater than \$1 million. Therefore, if applicable, each company submitting a response to a solicitation must certify to the County that it is not on either list at the time of submitting a bid. The certification form will only be attached to a solicitation if the estimated purchase amount is \$1 million dollars or greater and should be submitted at the time of submitting a response; if not submitted with the bid it must be furnished within three (3) business days after request by the Purchasing Agent but prior to recommendation of award to the Board of County Commissioners. Under the circumstances, the County estimated purchase amount is no greater than \$1 million dollars, but resulting contract is \$1 million dollars or greater, the County will exercise the right to require firm to submit the certification form (Attachment "O") by the imposed deadline. In either case, failure to timely provide the certification shall deem the submittal non-responsive.

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44. NON-COLLUSION STATEMENT:

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (2012), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

In the event the vendor does not indicate any names/relationships by leaving the above section blank, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

NAME OF COMPANY: _____

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BID SHEET

LIFT STATION REHABILITATION AND REPAIR
(NON-SHELTERED MARKET)

TO: BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

In accordance with the General Conditions, Special Instructions to Bidders, Technical Specifications and Requirements, the undersigned bidder offers pricing and services as per the Electronic Bid Pricing Sheet(s):

Instructions for completing the Electronic Bid Pricing Sheet(s):

1. Download the Electronic Bid Pricing Sheet(s), in Microsoft Excel format, from the Purchasing Division website at <http://www.broward.org/Purchasing/Pages/CurrentSolicitationList.aspx>. Respond to this bid by inputting the company's information and unit pricing into the formatted Excel spreadsheet. **Only the highlighted cells will be available for entering information.**
2. Once the Electronic Bid Pricing Sheet(s) are completed, bidder should save the Excel file to a CD or DVD in a **read-only** format. **Do not password protect the file and do not save it as a .PDF.** Label the front of the disk with the bidder's name and bid number.
3. Print the completed Electronic Bid Pricing Sheet(s); sign and date where indicated.
4. Bidder must submit, in one envelope, the printed, signed Electronic Bid Pricing Sheet(s) with the bidder's complete, original bid submission as per the General Conditions and Special Instructions to Bidders and should include the CD/DVD (with the saved Excel file).
5. If bidder is unable to electronically fill out and submit Electronic Bid Pricing Sheet(s) with its bid submittal, bidder must submit a hardcopy of the Electronic Bid Pricing Sheet(s) with handwritten unit prices and extensions.
6. If the hardcopy of the Electronic Bid Pricing Sheet(s) does not match the Electronic Bid Pricing Sheet(s) submitted on the CD/DVD, the hardcopy prices shall prevail for any discrepancies in pricing. If handwritten bid Sheet(s) and electronic bid Sheet(s) are submitted, handwritten unit prices will prevail for any discrepancies in pricing.
7. It is the Bidder's responsibility to monitor the Purchasing Division's website for any issued addenda. Addenda may include revised Electronic Bid Pricing Sheet(s) that will need to be downloaded, properly filled out, and submitted by the Bidder.
8. The CD/DVD submitted with the bid will become County property; as such, it is submitted at no cost to the County.

If the Bidder believes there is an error in the Electronic Bid Pricing Sheet(s), Bidder must immediately notify the Purchasing Agent prior to the bid opening.

NAME OF COMPANY: _____

BID SHEET (CONTINUED)

LIFT STATION REHABILITATION AND REPAIR
(NON-SHELTERED MARKET)

Allowances: Any reference to "allowances" for such items as unforeseen requirements, permits and fees, etc. are to be bid as a separate line item on the Bid Sheet as a potential cost to the base price should any of the "allowance" items be required. The County will pay the actual cost of the additional requirements as delineated in this document. It is not the intent of the County to pay for "allowance" amounts listed on the Bid Sheets if not actually utilized.

Completion time for each project will be negotiated and mutually agreed upon and stated on the Purchase Order and/or Notice to Proceed.

Bid results will be posted to the Broward County Purchasing website at:
<http://www.broward.org/Purchasing/Pages/SolicitationResult.aspx>

Cost for compliance to all Federal and State requirements of the Trench Safety Act is included in the bid.

***Note: If the box above is checked or marked, Attachment "H", Trench Safety Act form should be completed and submitted with the bid but must be completed and submitted within three (3) business days of request by County and prior to award.**

ADDENDA:

List below all addenda (identified by number) that your company has received and hereby acknowledges since issuance of this bid:

NOTICE TO BIDDER: Be sure to have the Invitation for Bid/Bidder Acknowledgment Form (IFB) signed by an authorized representative of your firm or your bid will not be considered responsive.

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE

The completed Vendor Questionnaire should be submitted with the solicitation response but must be submitted within three (3) business days of County's request. **Where a response requires additional information, the Vendor should attach a written detailed response; each response should be numbered to match the question number.** The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations. Failure to provide the completed questionnaire timely may result in the Vendor being deemed non-responsive.

1. LEGAL BUSINESS NAME: _____

2. FEDERAL EMPLOYER I.D. NO. (FEIN): _____

3. DOING BUSINESS AS/ FICTITIOUS NAME (if applicable): _____

4. WEBSITE ADDRESS (if applicable): _____

5. PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

6. TELEPHONE NO.: _____ FAX NO.: _____

7. TYPE OF BUSINESS (check appropriate box):

Corporation (Specify the State of Incorporation): _____

Sole Proprietor Limited Liability Corporation (LLC) Limited Partnership

General Partnership (State and County filed in) _____

Other – Specify _____

8. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, AND MAJOR SHAREHOLDER:

a) _____

b) _____

c) _____

d) _____

9. AUTHORIZED CONTACT FOR YOUR FIRM:

Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

E-mail: _____

10. Specify the type of services or commodities your firm offers: _____

11. How many years has your firm been in business while providing the services and/or products offered within this solicitation? _____

VENDOR QUESTIONNAIRE

12. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. **Only one (1) Broward County Board of County Commissioners agency reference may be submitted.** If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference No. 1:

Scope of Work: _____

Contract/Project Title: _____

Agency: _____

Contact Name/Title: _____

Contact Telephone: _____ Email: _____

Contract/Project Dates
(Month and Year): _____

Contract Amount: _____

Reference No. 2:

Scope of Work: _____

Contract/Project Title: _____

Agency: _____

Contact Name/Title: _____

Contact Telephone: _____ Email: _____

Contract/Project Dates
(Month and Year): _____

Contract Amount: _____

Reference No. 3:

Scope of Work: _____

Contract/Project Title: _____

Agency: _____

Contact Name/Title: _____

Contact Telephone: _____ Email: _____

Contract/Project Dates
(Month and Year): _____

Contract Amount: _____

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE

- 13. Is your firm's business regularly engaged in and routinely selling the product(s) offered within this solicitation? Yes No
- 14. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? The County reserves the right to verify prior to a recommendation of award. Yes No
- 15. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached, written response. Yes No
- 16. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached, written response. Yes No
- 17. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached, written response. Yes No
- 18. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached, written response. Yes No
- 19. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, provide the owner's names, address and telephone number, as well as the Surety Company's name, contract name and telephone number. If yes, specify details in an attached, written response. Yes No
- 20. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? Yes No
- 21. Would your firm accept a Visa credit card as payment from Broward County? Yes No
- 22. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for information purposes only. Response is not considered in determining the award of this contract.
Living Wage had no effect on the pricing. Yes No
If yes, Living Wage increased the pricing by ____% or decreased the pricing by ____%.

Questions 23 - 26 are only applicable to construction or service (furnish and install) solicitations:

23. What is the last contract of this nature that your firm has completed, or what similar on-going contracts is your firm working on? If additional space is required, provide on separate sheet. _____

24. Has your firm completely inspected the project site(s) prior to submitting response? Yes No

25. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. Yes No

26. What equipment does your firm own that is available for this contract? _____

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE

Litigation History: Failure to disclose any material case, or to provide all requested information in connection with each case, may result in the Vendor being deemed non-responsive. Prior to making such determination, the Vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material. Refer to the Invitation for Bid Special Instructions to Bidders, Section 26, for further instructions.

There are no material cases for this firm.

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Name	
Case Number	
Date Filed	
Name of Court or other tribunal	
Type of Case	Civil <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case <small>(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)</small>	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: _____ Email: _____ Telephone Number: _____

NAME OF COMPANY: _____

ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS**GENERAL:****1. PURPOSE**

The intent of this solicitation, hereinafter referred to as the Contract, is to assist Water and Wastewater Services (WWS) and other County agencies in the repair and rehabilitation of sewer lift stations and appurtenances. The work to be done consists of all activities associated with the repair or rehabilitation of a sewer lift station including, but not limited to, by-pass pumping, wet well repair and restoration, replacement of top slabs, hatches, pumps, pipes, valves, control panels, electrical services, connection panels, underground vaults, excavating and backfilling, disposing of surplus material and restoration, as directed.

2. DEFINITIONS

- 2.1. The successful bidder awarded this contract, is herein referred to as the "Contractor." It is understood that Water and Wastewater Services or other appropriate County Division(s) will represent the Board of County Commissioners in the management and supervision of this Contract for their projects.
- 2.2. The Water and Wastewater Engineering Division (WWED) Director will serve as "Contract Administrator" for this Contract.
- 2.3. For the purpose of this Contract, work on a "project" is work in connection with an individual County project involving certain improvements to be done during a designated period of time, at a given and fixed location.
- 2.4. The word "project" is to be construed to mean the Contractor's portion of work, covered under this Contract, on any given project. County projects are given identifying numbers known as Project numbers. The Contractor will have more than one (1) project on this Contract and each separate project will be assigned a separate purchase order number.
- 2.5. Prior to the initiation of work under this Contract, the Contractor shall secure approval from the Contract Administrator or other person acting on his behalf. The Contract Administrator (Division Director or assigned designee) shall explain in detail, the nature and extent of the project/projects. Each County Division using the Contract will be responsible for tracking and monitoring the project(s) assigned by them to the Contractor. The following will be required prior to commencement of construction:
 - 2.5.1. Notification by using Division to the Contract Administrator of intent to use the Contract.
 - 2.5.2. A detailed project outline and/or plans provided by the using Division to the Contractor.
 - 2.5.3. A site visit with using Division personnel and the Contractor to define the scope of the project.
 - 2.5.4. A copy of the written estimate and schedule for construction submitted by the Contractor to the using Division and the Contract Administrator.
 - 2.5.5. Issuance of a Notice-to-Proceed (NTP) by the using Division specifying the not-to-exceed price and number of days for construction.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)**

3. QUALITY OF WORK

The Contractor agrees to do work covered under this Contract, conforming to specifications contained or referred to in this Contract and shall pursue the project in a professional manner. The Contractor further agrees to follow appropriate work drawings or sketches given him/her and to follow instructions, either verbally or written, issued by the Contract Administrator (Division Director or assigned designee), insofar as said instructions come within the scope and limitations of this Contract. The Contractor further agrees to comply with the appropriate specifications and regulations. The Contractor further agrees to use construction equipment that is safe and maintained in good workable condition and to furnish proper direction and supervision to workers doing work under this Contract.

4. RESTRICTION OF TRAFFIC AND PROTECTION OF JOB-SITE

The Contractor shall furnish all safety barricades, warning and directional signs, warning lights and any other safety devices as may be necessary and appropriate to offer safe operational practices, and adequately protect the public. The Contractor agrees not to restrict traffic on any rights-of-way anymore than is necessary to properly perform the work and to not restrict traffic on more than one-half of any roadway without prior specific approval of the Contract Administrator. When restricting traffic in any manner, the Contractor shall furnish and place all traffic control and safety devices necessary such as warning signs, barricades, detour signs, arrow boards, warning lights and any other safety devices as may be safe, necessary and appropriate. When restricting any lane of traffic, the Contractor shall provide for safe direction of traffic where the volume of restricted traffic is sufficient to warrant such action or where an unsafe condition would otherwise be created. The cost of all safety barricades, warning and directional signs, arrow boards, warning lights and any other safety devices as may be necessary are to be included in Unit Prices; no separate payment will be made for these devices.

5. WORK, EQUIPMENT AND MATERIALS TO BE FURNISHED BY THE CONTRACTOR AND COUNTY

- 5.1 The Contractor shall furnish all materials, equipment, labor and labor supervision for any work covered under this Contract.
- 5.2 The Contractor shall furnish all construction equipment, including all necessary tools, for any work covered under this Contract. The Contractor shall also furnish all necessary temporary materials such as forming, bracing, sheathing, guying, scaffolding and other materials necessary to complete the work, which do not remain a permanent part of the improvement.

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**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)**

6. TECHNICAL SPECIFICATIONS & REQUIREMENTS

- 6.1 In general, the Contractor will furnish standard materials from the Broward County Water and Wastewater Services' (BCWWS) approved Materials List. For further information or clarification, refer to:

<http://www.broward.org/WaterServices/Pages/MinimumDesignandConstructionStandards.aspx>.

The County reserves the right to provide materials identified herein, or as deemed by County to be in their best interest.

- 6.2 Standard materials are as follows:
- 6.2.1 All pipe.
 - 6.2.2 All fittings such as bends, tees, plugs, caps, reducers, offsets, etc.
 - 6.2.3 All valves and valve boxes.
 - 6.2.4 All joint material including gaskets, glands, bolts and lubricant.
 - 6.2.5 All water to be used for flushing mains, sterilizing, and pressure testing.
- 6.3 The Contractor shall be responsible for cleaning up the job-site within forty-eight (48) hours after completion of the work on any project. Excess material, as determined by the Contract Administrator or his designee as having no value to the County, shall be disposed of in an appropriate and legal manner.

7. FIELD LAYOUT OF THE WORK AND AS-BUILT DRAWINGS

The entire responsibility for establishing and maintaining line and grade in the field lies with the Contractor. The Contractor shall maintain As-Builts, in accordance with BCWWS Minimum Standards, including the location and elevation of all pipelines, conduits, structures, maintenance access structures, hand holes, fittings etc. and shall deliver these As-Builts, in good order, to the Contract Administrator as the work is completed. The cost of all such field layout and recording work shall be included in the price bid for the appropriate items. As-Built drawings shall be signed and sealed by a registered surveyor licensed in the State of Florida.

8. MEASUREMENT AND PAYMENT

Item numbers below represent item numbers in the Schedule of Prices Bid. Trench Safety price is to be included in all items subject to Trench Safety.

It is the intent of this contract to have a complete and operating system. Any items not specifically identified herein, but required to have a complete and operating system shall be included in the appropriate listed item.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)****8.1 SECTION 1 - GENERAL CONDITIONS****8.1.1 ITEMS 1.01 THRU 1.06 - MOBILIZATION**

Measurement for payment for mobilization will be per work order approved. Maintenance of Traffic (M.O.T.) will be included in this item.

Mobilization for Routine Work Order will require the Contractor to be on-site and working within 10 working days after issuance of a NTP.

Mobilization for Urgent Work Order will require the Contractor to be on-site and working within 48 hours after issuance of a Notice to Proceed (NTP).

Pay will be based upon the lump sum price bid, all in accordance with the requirements of the Contract Documents.

8.1.2 ITEM 1.07 - PROVIDE FOREPERSON

Measurement for payment for furnishing a qualified foreperson for miscellaneous work assignments, where approved by the Contract Administrator or designee, shall be based on the actual number of hours performing the assigned task. Where work is being performed under other items described herein, the cost of the foreperson shall be included in those items.

Payment for providing a qualified foreperson shall be based on the price named in the Bid Schedule, which shall constitute complete compensation, including burden on direct salary, transportation, hand tools, etc., typically associated with a foreperson's responsibilities. Payment will be made for actual time on the jobsite.

8.1.3 ITEM 1.08 - PROVIDE LABORER/CREWPERSON

Measurement for payment for furnishing a laborer/crewperson qualified to perform the type of work typically associated with pipeline and/or pump station construction shall be based on the actual number of hours performing the assigned task, as approved by the Contractor Administrator or designee. Where work is being performed under items described herein, the cost of the laborer/crewperson shall be included in those items.

Payment for providing a qualified laborer/crewperson shall be based on the price named in the Bid Schedule, which shall constitute complete compensation, including burden on direct labor, transportation, hand tools typically associated with a laborer/crewperson responsibilities. Payment will be made for actual time on the jobsite.

8.1.4 ITEM 1.09 - FURNISH COMBINATION CLEANER TRUCK

Measurement for payment for furnishing a 12 yard, minimum, sewer cleaning truck and two-person crew shall be based on the actual time in operation on the job site plus 2 hours for mobilization/demobilization.

Payment for furnishing a combination cleaning truck and crew shall be based on the price named in the Bid Schedule, which shall constitute full compensation, including, but not limited to, transportation, fuel, dump fees, equipment, labor, etc., to provide the services required.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)**

8.1 SECTION 1 - GENERAL CONDITIONS (CONTINUED)

8.1.5 ITEM 1.10 - PROVIDE BACKHOE

Measurement for providing a backhoe, equal to a Case 445T/MZ, and operator shall be based on the number of days of use, as approved by the Contract Administrator or designee.

Payment for providing a backhoe and operator shall be based on the unit price named in the Bid Schedule, which shall constitute full compensation including, but not limited to, delivery/pick-up, fuel, labor, etc., for the equipment.

8.1.6 ITEM 1.11 - PROJECT PLANNING COST (ALLOWANCE)

This item is provided to compensate the Contractor for time spent planning and estimating a project when the project planned does not result in a delivery order being issued and shall be considered full compensation for Contractor's time and effort.

The Contractor will be compensated a fixed fee of \$350.00 for this effort.

In the event that a project estimate has been paid for under this item and is subsequently constructed, the project planning cost will be reimbursed to the County and the amount deducted from the delivery order.

8.1.7 ITEMS 1.12 - PERMIT FEES (ALLOWANCE)

This item is an allowance and is intended to reimburse the Contractor for costs associated with obtaining necessary permits to construct the work. Measurement for payment for permit fees will be based upon the actual permit fees paid by the Contractor to the various agencies having jurisdiction for construction of the project.

Payment for permit fees shall be based on Contractor produced documentation verifying actual cost. No mark-up shall be permitted.

8.1.8 ITEMS 1.13 - PARTS AND MATERIALS (ALLOWANCE)

This item is an allowance and is intended to reimburse the Contractor for costs associated with items not included in the preceding Bid Pricing Sheets. The Contractor will charge the County the same prices invoiced by their suppliers. A copy of the Contractor's invoice(s) from their supplier for such parts and materials shall be submitted with the Contractor's invoice for payment.

Payment for parts and materials shall be based on Contractor produced documentation verifying actual cost. No mark-up shall be permitted.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)**

8.1 SECTION 1 - GENERAL CONDITIONS (CONTINUED)

8.1.9 ITEM 1.14 – Florida Power and Light (ALLOWANCE)

This item is an allowance and is intended to reimburse the Contractor's for costs required by Florida Power and Light (FP&L) to provide electrical service connection, shutdown, or other service as may be required. This item shall be used only when authorized by the Contract Administrator or designee in writing.

Measurement shall be based on the FP&L invoice for the work provided.

Payment will be at the FP&L invoiced amount, as evidenced by the FP&L invoice and shall constitute full compensation for the services provided.

8.2 SECTION 2 – DEMOLITION, REMOVAL AND DISPOSAL

8.2.1 ITEMS 2.01 THRU 2.10 - DEMOLITION, REMOVAL, DISPOSAL

Measurement for payment for demolition, removal, and disposal of existing structures and materials will be based on the quantity of the item actually demolished, removed and properly disposed as measured in the field. This bid item does not include hazardous materials requiring special handling.

Payment for demolition, removal, and proper disposal of existing structures and materials will be at the unit price named in the Bid Schedule, which shall constitute full compensation for the work including, but not limited to, all of the labor, supplies, materials, small tools, and equipment required to complete demolition, removal, and disposal of unsuitable materials.

8.2.2 ITEM 2.11 - PLUG AND PREPARE ABANDONED PIPE FOR GROUT FILLING

Measurement for payment to plug and prepare abandoned pipe for grout filling shall be based on the number of abandoned pipes ends (≤ 12 " diameter) plugged and prepared for grout filling in accordance with the delivery order.

Payment to plug and prepare abandoned pipe for grout filling shall be made at the unit price named in the Bid Schedule for each pipe plugged and prepared for grout filling, which shall constitute full compensation for the work including, but not limited to, the excavation, flushing, supplies, materials, fittings, plugs, backfilling and restoration. This item does not include the actual filling of the line with grout, which is paid for under another line item.

8.2.3 ITEM 2.12 - GROUT FILL ABANDONED PIPE

Measurement for payment to grout fill abandoned pipe shall be based on the number of cubic yards of grout actually used to fill the abandoned pipe.

Payment to grout fill abandoned pipe shall be made at the unit price named in the Bid Schedule which shall constitute full compensation for the work including, but not limited to, equipment, materials, supplies, and labor. This item does not include plugging and preparing the line to be grout filled which is paid for under another line item.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)**

8.2 SECTION 2 – DEMOLITION, REMOVAL AND DISPOSAL (CONTINUED)

8.2.4 ITEM 2.13 – DEMOLISH WET WELL (6' OR 8' DIAMETER)

Measurement for payment to demolish a wet well shall be based on the number of vertical feet of wet well removed. For a pre-cast structure, the top section, at a minimum, shall be separated and removed. This price shall include pressure cleaning the structure, removing all solids and liquid, properly disposing of all materials and, if a portion of the structure remains, coring a drain in the bottom in accordance with state requirements.

Payment for demolishing a wet well will be made at the unit price named in the Bid Schedule, which shall constitute full compensation for the complete operation, including all necessary materials, labor, equipment etc.

8.2.5 ITEM 2.14 - FILL IN ABANDONED WET WELL OR VALVE VAULT

Measurement for payment to fill in abandoned wet wells or valve vaults will be based upon the actual number of cubic yards of compacted clean fill required as measured in place, compacted. This price shall include pressure cleaning the structure and coring a drain hole in the bottom in accordance with state requirements.

Payment for filling abandoned structures will be made at the unit price named in the Bid Schedule, which shall constitute full compensation for the complete operation including all materials, labor, equipment, etc., necessary for the complete operation.

8.2.6 ITEM 2.15 - REMOVE FILLET FROM BOTTOM OF WET WELL

Measurement for payment to remove fillets from the bottom of wet wells will be based on the number of cubic feet of material removed, as measured in place prior to removal.

Payment for removing fillets from the bottom of wet wells will be made at the unit price named in the Bid Schedule, which shall constitute full compensation for the work including, but not limited to, all labor, supplies, materials, equipment required to complete demolition, removal and disposal.

8.3 SECTION 3 – SITE WORK

8.3.1 ITEM 3.01 THRU 3.04 - FURNISH AND INSTALL TEMPORARY BY-PASS PUMPS AND PIPING

Measurement and payment to furnish and install a temporary by-pass pumping system will be based upon the actual system installed for a specified flow range

Payment shall be based on the unit price named in the Bid Schedule which shall constitute full compensation for the by-pass system, including all necessary pumps, piping, fittings, controls, telemetry, noise abatement, labor, appurtenances, etc., required to make a functional and reliable temporary bypass system, subject to approval by the Contract Administrator or designee.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)****8.3 SECTION 3 – SITE WORK (CONTINUED)**

- 8.3.2 ITEM 3.05 THRU 3.08 - OPERATE AND MAINTAIN TEMPORARY BY-PASS SYSTEM
Measurement for payment to operate and maintain a temporary by-pass pumping system will be based on the system installed for a given flowrate.

Payment shall be based on the unit price named in the Bid Schedule, which shall constitute full compensation for the work including labor, trucks, fuel/energy costs, monitoring, servicing, equipment etc., as required to keep the temporary bypass system operating properly and effectively, as approved by the Contract Administrator or designee.

- 8.3.3 ITEM 3.09 - EXPLORATORY EXCAVATION
Measurement for payment for exploratory excavation will be based upon the actual number of excavations made, to 5-foot maximum depth. This item shall be used only when authorized by the Contract Administrator or designee in writing.

Payment for exploratory excavation will be made at the unit price named in the Bid Schedule, which shall constitute full compensation for the complete operation including all materials, supplies, labor, equipment, etc., necessary for the complete operation.

- 8.3.4 ITEM 3.10 THRU 3.12 - FURNISH AND INSTALL TEMPORARY LINE STOP
Measurement for furnishing and installing temporary line stops shall be based on the number of line stops installed, as approved by the Contract Administrator or designee.

Payment for furnishing and installing temporary line stops shall be based on the unit price named in the Bid Schedule, which shall constitute full compensation for the complete operation, including all necessary pipe, fittings, equipment personnel, and appurtenances required to make a reliable line stop.

- 8.3.5 ITEMS 3.13 THRU 3.14 - LIMEROCK BASE COURSE
Measurement for payment for limerock base course shall be based on the measured in place number of cubic yards of limerock base course installed and compacted in accordance with the delivery order. This item shall include preparation of the sub-base.

Payment for limerock base course shall be at the unit price named in the Bid Schedule which shall constitute full compensation for the completed work including, but not limited to, sub-base preparation, all materials, supplies, equipment, labor, transportation, and placement of materials required for a complete installation.

- 8.3.6 ITEM 3.15 - SAW CUT ASPHALT PAVING
Measurement for payment of asphalt pavement saw cutting shall be based on linear footage of asphalt cut, as measured in the field.

Payment for asphalt saw cutting shall be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, all materials, equipment and labor required for completion of the work.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)**

8.3 SECTION 3 – SITE WORK (CONTINUED)

8.3.7 ITEM 3.16 - 1" ASPHALT CONCRETE PAVEMENT

Measurement for payment for asphalt concrete pavement shall be based on the measured in place number of square yards of 1-inch, Type III, asphalt concrete pavement installed in accordance with the delivery order.

Payment for asphalt concrete pavement shall be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, all materials, supplies, equipment, labor, transportation, installation, etc., required for a complete installation.

8.3.8 ITEM 3.17 - FURNISH AND INSTALL 3/4" WASHED ROCK OVER WEED BARRIER

Measurement for payment to furnish and install 3/4" washed rock over weed barrier shall be based on the number of square yards of washed rock installed in the field in accordance with the delivery order to a finished depth of 8 inches.

Payment for washed rock over weed barrier shall be at the unit price named in the Bid Schedule which shall constitute full compensation for the completed work including, but not limited to, all materials, supplies, equipment, labor, transportation, etc., required for a complete installation.

8.3.9 ITEMS 3.18 thru 3.20 - FURNISH AND INSTALL SEED AND MULCH OR SOD

Measurement for payment for furnishing and installing seed and mulch or sod shall be based on the number of square yards of seed and mulch or sod in place in accordance with the delivery order.

Payment for furnishing and installing seed and mulch or sod will be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, all ground preparation, materials, supplies, equipment, labor, maintenance, watering for 60 days etc., required for the completed work.

8.3.10 ITEM 3.21 - FURNISH AND INSTALL PIPE BOLLARDS

Measurement for payment for furnishing and installing 6" diameter by 6' long galvanized, SCH 40 steel bollards shall be based on the number of pipe bollards installed in accordance with the delivery order.

Payment for furnishing and installing pipe bollards will be at the unit price named in the Bid Schedule which shall constitute full compensation for the completed work including, but not limited to, all materials, supplies, equipment, labor, painting with safety yellow epoxy paint, etc., required for the completed work.

8.3.11 ITEM 3.22 - RELOCATE EXISTING CHAIN LINK FENCE

Measurement for payment for relocating existing chain link fence, with or without barbed or razor wire, shall be based on the number of linear feet of 6' high chain link fence taken down, properly stored and reinstalled, as directed by the Contract Administrator or designee.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)****8.3 SECTION 3 – SITE WORK (CONTINUED)**

Payment for relocating existing chain link fence shall be based on the unit price named in the Bid Schedule which shall constitute full compensation for taking down the fence, removing and disposing of the existing posts and concrete anchors, installing new posts, reinstalling the fence and all materials tools, equipment and labor necessary for a complete project.

8.3.12 ITEM 3.23 - FURNISH AND INSTALL NEW CHAIN LINK FENCE

Measurement for payment for furnishing and installing new chain link fence shall be based on the number of linear feet of 6' high chain link fence, with or without barbed wire, installed in accordance with the delivery order.

Payment for furnishing and installing new chain link fence will be at the unit price named in the Bid Schedule which shall constitute full compensation for the completed work including, but not limited to, all materials, supplies, equipment, labor, etc., required for the completed work.

8.3.13 ITEM 3.24 - FURNISH AND INSTALL 12' CHAIN LINK SWING GATE

Measurement for payment for furnishing and installing 12' chain link gate (2 – 6 foot sections) shall be based on the number of 12' chain link gates, with or without barbed wire installed in accordance with the delivery order.

Payment for furnishing and installing chain link gate will be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, all materials, supplies, equipment, labor, etc., required for the completed work.

8.4 SECTION 4 - NEW AND REHABILITATED CONCRETE WORK**8.4.1 ITEMS 4.01 and 4.02 - SAW CUT CONCRETE**

Measurement for payment to saw cut concrete shall be based on the number of linear feet cut and properly disposed.

Payment shall be based on the unit price named in the Bid Schedule, which shall constitute full compensation for the work, including but not limited to, equipment, materials and labor.

8.4.2 ITEMS 4.03 AND 4.04 - CORE HOLE IN CONCRETE

Measurement for payment for core hole in concrete shall be based on the number of cores cut in concrete, in accordance with the delivery order.

Payment for coring concrete will be at the unit price named in the Bid Schedule which shall constitute full compensation for the completed work including, but not limited to, all materials, supplies, equipment, labor, water, plug disposal, etc., required for the completed work.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)**

8.4 SECTION 4 - NEW AND REHABILITATED CONCRETE WORK (CONTINUED)

8.4.3 ITEMS 4.05 THRU 4.08 - FURNISH AND INSTALL PRECAST WET WELL STRUCTURE

Measurement for payment to furnish and install precast wet well structure shall be based on the number of vertical feet (outside dimension) of precast wet well structures installed, not to exceed 24 feet, as measured from the top of the base to the bottom of the top slab in accordance with the delivery order.

Payment to furnish and install precast wet well structure shall be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, all excavation, shoring, dewatering, materials, supplies, equipment, labor, transportation, restoration, etc., required for a complete installation.

8.4.4 ITEMS 4.09 THRU 4.12 - FURNISH AND INSTALL WET WELL PRECAST TOP SLAB WITH HATCH

Measurement for payment to furnish and install a new precast top slab with hatch shall be based on the number of precast top slabs with hatches (AASHTO H20-44, unless specified otherwise by Contract Administrator or designee) installed in accordance with the delivery order.

Payment to furnish and install precast top slab with hatch shall be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, all materials, supplies, equipment, labor, transportation, installation, etc., required for a complete installation.

8.4.5 ITEM 4.13 THRU 4.16 - FURNISH AND INSTALL RETROFIT HATCH IN EXISTING SLAB

Measurement for payment to furnish and install a retrofitted hatch shall be based on the number of hatches installed, including resizing the existing opening, installation hardware, sealants and appurtenances.

Hatches shall be U.S. Foundry TPD (300 PSF) or equal, unless specified otherwise by the Contract Administrator or designee.

Payment for furnishing and installing a retrofitted hatch shall be based on the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, all materials, equipment, labor, transportation and installation, etc. required for a complete installation.

8.4.6 ITEM 4.17 FURNISH AND INSTALL WET WELL FILLET

Measurement for payment to furnish and install a new brick and concrete fillet in a wet well shall be based on the measured cubic feet of materials installed, in place.

Payment for furnishing and installing wet well fillets shall be based on the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, all materials, equipment, labor, transportation, installation, etc., required for a complete installation.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)**

8.4 SECTION 4 - NEW AND REHABILITATED CONCRETE WORK (CONTINUED)

8.4.7 ITEMS 4.18 THRU 4.22 – FURNISH AND INSTALL PRECAST METER VAULT

Measurement for payment to furnish and install a new precast meter vault shall be based on the number of meter vaults installed, including top slab, aluminum hatch (AASHTO H20-44, unless specified otherwise by Contract Administrator or designee) and appurtenances. Hatches for 5' x 5' and 6' x 6' vault shall match inside dimensions of vault. Other meter vault hatch sizes shall be specified by Contract Administrator or designee.

Payment for furnishing and installing a meter vault shall be based on the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, all materials, equipment, labor, transportation, installation, etc., required for a complete installation.

8.4.8 ITEM 4.23 – WET WELL AND MAINTENANCE ACCESS STRUCTURE INTERIOR SURFACE PREPARATION

Measurement for payment for preparing the interior surface of concrete wet wells and maintenance access structures shall be based on the number of square feet prepared.

Payment for surface preparation shall be based on the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, materials, supplies, equipment, labor and removal and disposal of all debris.

8.4.9 ITEM 4.24 – FURNISH AND INSTALL WET WELL AND MAINTENANCE ACCESS STRUCTURE CEMENTITIOUS COATING – BRICK STRUCTURES

Measurement for payment for furnishing and installing a cementitious coating on brick wet well interiors and maintenance access structures shall be based on the number of square feet of material applied to brick structures at a 1-inch minimum thickness.

Payment shall be based on the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, materials, supplies, equipment and labor necessary to provide a completed project.

8.4.10 ITEM 4.25 – FURNISH AND INSTALL WET WELL AND MAINTENANCE ACCESS STRUCTURE CEMENTITIOUS COATING – PRECAST STRUCTURES

Measurement for payment furnishing and installing a cementitious coating on precast wet wells and maintenance access structure shall be based on the number of square feet of material applied to precast structures at a ½-inch minimum thickness.

Payment shall be based on the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, materials, supplies, equipment and labor necessary to provide a completed project.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)**

8.4 SECTION 4 - NEW AND REHABILITATED CONCRETE WORK (CONTINUED)

8.4.11 ITEMS 4.26 THRU 4.27 - FURNISH AND INSTALL LEVEL II OR LEVEL III COATING

Measurement for payment for furnishing and installing a Level II or Level III coating on wet wells and maintenance access structures shall be based on the number of square feet of material applied. For further information, refer to WWS specifications:

<http://www.broward.org/WaterServices/Pages/MinimumDesignandConstructionStandards.aspx>

Payment shall be based on the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, materials, supplies, equipment and labor necessary to provide a completed project.

8.4.12 ITEM 4.28 - FURNISH AND INSTALL BITUMASTIC COATING

Measurement for payment for furnishing and installing a bitumastic coating on wet wells, maintenance access structures and meter vaults shall be based on the number of square feet of material applied.

Payment shall be based on the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, materials, supplies, equipment and labor necessary to provide a completed project.

8.4.13 ITEMS 4.29 THRU 4.32 - FURNISH AND INSTALL PRECAST MAINTENANCE ACCESS STRUCTURE

Measurement for payment to furnish and install precast maintenance access structure shall be based on the number of precast maintenance access structures installed in accordance with the delivery order. Depth measurement shall be from the rim elevation to the finished invert elevation.

Payment to furnish and install precast maintenance access structure's shall be at the unit price named in the Bid Schedule which shall constitute full compensation for the completed work including, but not limited to, all excavation, shoring, dewatering, backfilling restoration, materials, supplies, equipment, labor, transportation, etc., required for a complete installation.

8.4.14 ITEM 4.33 - FURNISH AND INSTALL REINFORCED CONCRETE SLAB ON GRADE

Measurement for payment for furnishing and installing reinforced concrete slab on grade shall be based on the number of cubic yards of concrete slab on grade installed in the field in accordance with the delivery order. This item covers all poured in place reinforced concrete slabs on grade up to 12" in thickness, with reinforcing not exceeding 120 lbs. of steel per cubic yard of concrete.

Payment for furnishing and installing a reinforced concrete slab on grade shall be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work, including but not limited to, all forms, materials, supplies, equipment, labor, transportation, etc., required for a complete installation.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)****8.4 SECTION 4 - NEW AND REHABILITATED CONCRETE WORK (CONTINUED)****8.4.15 ITEM 4.34 - FURNISH AND INSTALL REINFORCED, FORMED CONCRETE**

Measurement for payment to furnish and install reinforced formed and poured in place concrete shall be based on the number of cubic yards of concrete installation in the field in accordance with the delivery order and shall include walls and structures to 8 feet above grade. This item covers all poured in place reinforced concrete with reinforcing not exceeding 120 lbs. of steel per cubic yard of concrete.

Payment to furnish and install formed and poured in place reinforced concrete shall be at the unit price named in the Bid Schedule which shall constitute full compensation for the completed work including but not limited to all forms, materials, supplies, equipment, labor, transportation, disposal, etc., required for a complete installation.

8.4.16 ITEM 4.35 - FURNISH AND INSTALL MISCELLANEOUS UNREINFORCED FORMED CONCRETE

Measurement for payment for furnishing and installing miscellaneous unreinforced formed and poured in place concrete shall be based on the number of cubic yards of unreinforced concrete poured in accordance with the delivery order. This includes slabs on grade, thrust blocks, dead weight blocks, and any other unreinforced concrete work, earth supported, or formed, other than sidewalk.

Payment for miscellaneous unreinforced formed and poured in place concrete shall be at the unit price named in the Bid Schedule which shall constitute full compensation for the completed work including but not limited to all forms, materials, supplies, equipment, labor, transportation, and finishing, required for a complete installation.

8.4.17 ITEM 4.36 - FORM AND POUR CONCRETE SIDEWALK

Measurement for payment to form and pour 6" thick concrete sidewalk shall be based on the number of square yards of unreinforced concrete sidewalk constructed in the field in accordance with the delivery order.

Payment for forming and pouring unreinforced concrete sidewalk shall be at the unit price earned in the Bid Schedule which shall constitute full compensation for the work including but not limited to all forms, materials, supplies, equipment, labor, transportation, finishing etc., required for a complete installation.

8.4.18 ITEM 4.37 – FURNISH AND INSTALL FLOWABLE FILL

Measurement for payment for furnishing and installing flowable fill shall be based on the number of cubic yards of material installed.

Payment for furnishing and installing flowable fill shall be based on the unit price indicated in the Bid Schedule which shall constitute complete compensation, including, but not limited to, all transportation, materials, blocking ends, labor, etc., to install the flowable fill where directed by the Contract Administrator or designee.

8.4.19 ITEM 4.38 – FURNISH CONCRETE PUMP

Measurement for payment for furnishing a concrete pump and crew shall be based on the actual time pumping concrete/flowable fill plus a maximum of 3 hours for mobilization/ demobilization.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)****8.4 SECTION 4 - NEW AND REHABILITATED CONCRETE WORK (CONTINUED)**

Payment for providing a concrete pump shall be based on the unit price named in the Bid Schedule, which shall constitute complete compensation, including, but not limited to, all transportation, equipment, labor, etc., to provide an operating pump.

8.5 SECTION 5 - PIPING AND VALVES**8.5.1 ITEMS 5.01 THRU 5.04 - FURNISH AND INSTALL FLANGED PLUG VALVE WITH STAINLESS STEEL (SS) ACCESSORIES**

Measurement for payment for furnishing and installing flanged plug valves with SS accessories shall be based on the number of plug valves installed. 6", 8" and 10" flanged plug valves shall have hand wheel operators unless specified otherwise by the Contract Administrator or designee.

Payment for furnishing and installing flange plug valves with SS accessories shall be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, materials, painting, labor and equipment required for the completed work.

8.5.2 ITEMS 5.05 THRU 5.08 - FURNISH AND INSTALL FLANGED WEIGHT AND LEVER CHECK VALVE WITH STAINLESS STEEL ACCESSORIES

Measurement for payment for furnishing and installing check valves with SS accessories shall be based on the number of check valves installed in accordance with the delivery order.

Payment for furnishing and installing check valves with SS accessories shall be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, all supplies, equipment, labor, etc., required for the completed work.

8.5.3 ITEMS 5.09 THRU 5.10 - FURNISH AND INSTALL PUMP OUT CONNECTION

Measurement for payment for furnishing and installing pump out connection shall be based on the number of pump connections installed.

Payment for furnishing and installing pump out connection will be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to all materials, supplies, equipment, painting, labor, etc., required for the completed work.

8.5.4 ITEMS 5.11 THRU 5.14 - FURNISH AND INSTALL MECHANICAL JOINT (MJ) PLUG VALVE

Measurement for payment for furnishing and installing MJ plug valves shall be based on the number of plug valves installed in accordance with the delivery order.

Payment for furnishing and installing MJ plug valves shall be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, valves, restrained joints, valve box, miscellaneous concrete, all supplies, equipment, labor, accessories, etc., required for the completed work.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)****8.5 SECTION 5 - PIPING AND VALVES (CONTINUED)****8.5.5 ITEMS 5.15 THRU 5.18 - FURNISH AND INSTALL FLANGED DI PIPING**

Measurement for payment for installing flanged ductile iron piping shall be based on the length, in feet, of piping installed between the pumps and 5 feet downstream of the meter vault, as directed by the Contract Administrator or designee.

Payment for installing flanged ductile iron piping shall be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, pipe, interior and exterior coatings, link seals, all supplies, equipment, labor, etc., required for the completed work.

**8.5.6 ITEMS 5.19 THRU 5.22- FURNISH AND INSTALL MECHANICAL JOINT (MJ)
FLEXIBLE BALL JOINT**

Measurement for payment for furnishing and installing mechanical joint (MJ) flexible ball joints (MEGALUG Flex-900 or equal) shall be based on the number of ball joints installed, in accordance with the delivery order.

Payment for furnishing and installing MJ flexible ball joints (MEGALUG Flex-900 or equal) shall be at the unit price named in the Bid Schedule which shall constitute full compensation for the completed installation including, but not limited to, restrained joints, supplies, equipment, labor, and appurtenances, required for the completed work.

8.5.7 ITEMS 5.23 THRU 5.25 - FURNISH AND INSTALL PUMP BASE ELBOW AND PUMP

Measurement for payment for furnishing and installing pump base elbow and County supplied pump shall be based on the number of pump base elbows installed.

Payment for furnishing and installing pump base elbows shall be at the unit price named in the Bid Schedule which shall constitute full compensation for the completed work including, but not limited to, all supplies, stainless steel plate, pump guide rails, equipment, painting, labor, etc., required for the completed work.

8.5.8 ITEM 5.26 - FURNISH AND INSTALL STAINLESS STEEL FLOAT HANGER BRACKET

Measurement for payment for furnishing and installing stainless steel float hangar bracket shall be based on the number of float hangar brackets installed.

Payment for furnishing and installing stainless steel float hangar brackets shall be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including but not limited to, materials, tools, supplies, equipment, labor, etc., required for the completed work.

8.5.9 ITEM 5.27 - FURNISH AND INSTALL WET WELL VENT

Measurement for furnishing and installing wet well vent will be based on the number of wet well vents furnished and installed.

Payment for furnishing and installing wet well vent will be at the unit price named in the Bid Schedule, which shall constitute complete compensation for all materials, supplies, painting, equipment, labor, etc., required for the completed work.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)**

8.5 SECTION 5 - PIPING AND VALVES (CONTINUED)

8.5.10 ITEM 5.28 - FURNISH AND INSTALL 2" WATER SERVICE

Measurement for payment for furnishing and installing 2" water service shall be based on the number of 2" water services installed in accordance with the delivery order.

Payment for furnishing and installing 2" water service shall be at the unit price named in the Bid Schedule which shall constitute full compensation for the completed work including, but not limited to, miscellaneous valves, pipe, meter box, excavation and backfill, materials, tools, supplies, equipment, labor, etc., required for the completed work including connection to the main and up to 150 linear feet of 2" water service line measured along the top of the ground from the main to the location provided by the Contract Administrator or designee.

8.5.11 ITEM 5.29 - FURNISH AND INSTALL 2" BACKFLOW PREVENTION DEVICE

Measurement for furnishing and installing 2" backflow prevention device will be based on the number of backflow prevention devices furnished and installed.

Payment for furnishing and installing 2" backflow prevention device will be at the unit price named in the Bid Schedule, which shall constitute complete compensation for all materials, supplies, equipment, labor, etc., required for the completed work. This item includes backflow devices installed in existing lift station water service lines or in new lift station water service lines. This does not include backflow device installations in water service lines other than used exclusively for a lift station.

**8.5.12 ITEMS 5.30 THRU 5.33 - FURNISH AND INSTALL DUCTILE IRON PIPE (DIP)
MECHANICAL JOINT (MJ) FORCE MAIN**

Measurement for payment for furnishing and installing DIP MJ force main shall be based on the number of linear feet of DIP force main installed in accordance with the delivery order.

Payment for furnishing and installing DIP MJ force main shall be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, all excavation and backfill, materials, tools, supplies, equipment, labor, link seals, coatings, etc., required for the completed work in conformance with BCWWS minimum standards.

**8.5.13 ITEM 5.34 - FURNISH AND INSTALL DIP MJ FORCE MAIN FITTINGS AND
ACCESSORIES**

Measurement for payment for furnishing and installing DIP MJ force main fittings shall be based on the pounds of DIP force main fittings installed in accordance with the delivery order, as determined by standard manufacturer's literature.

Payment for furnishing and installing MJ DIP force main fittings shall be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, all excavation, backfilling, supplies, equipment, labor, etc., required for the completed work.

This item includes restrained joint fitting accessories.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)****8.5 SECTION 5 - PIPING AND VALVES (CONTINUED)**

- 8.5.14 ITEMS 5.35 THRU 5.41 - FURNISH AND INSTALL 8" and 10" PVC SANITARY SEWER
Measurement for payment for furnishing and installing 8" and 10" PVC sanitary sewer shall be based on the linear feet of 8" and 10" PVC sanitary sewer installed within the indicated depths in accordance with the delivery order.

Payment for furnishing and installing 8" and 10" PVC sanitary sewer shall be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, all excavation and backfill, supplies, equipment, labor, etc., required for the completed work.

- 8.5.15 ITEMS 5.42 THRU 5.45 - FURNISH AND INSTALL CONNECTION TO EXISTING FORCE MAIN

Measurement for payment for furnishing and installing a connection to an existing force main shall be based on the number of connections installed

Payment for furnishing and installing a connection to a force main shall be at the unit price named in the Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, all excavation, backfilling, performing the wet tap, equipment, labor, and appurtenances required for the completed work.

- 8.5.16 ITEM 5.46 - FURNISH AND INSTALL 3" PVC VALVE VAULT DRAIN ASSEMBLY

Measurement for payment for furnishing and installing a valve vault drain shall be based on the number of drain assemblies furnished and installed.

Payment for furnishing and installing a valve vault drain shall be based on the unit price named in the Bid Schedule, which shall constitute full compensation including, but not limited to, excavation, backfilling, coring concrete, equipment, labor and materials required for the complete installation.

- 8.5.17 ITEM 5.47 - FURNISH AND INSTALL FLANGED DIP FITTINGS

Measurement for payment for furnishing and installing flanged DIP fittings, with stainless steel accessory sets, shall be based on the weight, in pounds, of each fitting, as determined by standard manufacturer's literature.

Payment for furnishing and installing flanged DIP fittings shall be based on the unit price named in the Bid Schedule, which shall constitute full compensation including, but not limited to, delivery, installation and all appurtenances required to complete the installation.

- 8.5.18 ITEM 5.48 - GROUT ABANDON LINES

Measurement for abandoning existing lines shall be based on the number of cubic yards of concrete flowable fill installed.

Payment for furnishing and installing flowable fill used in abandoning pipeline shall be based on the unit price named in the Bid Schedule, which shall include all excavation, labor, equipment, blocking ends, concrete flowable fill and appurtenances required to provide the complete work.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)**

8.5 SECTION 5 - PIPING AND VALVES (CONTINUED)

8.5.19 ITEM 5.49 – FURNISH AND INSTALL PRESSURE GAUGE ASSEMBLY

Measurement for payment for furnishing and installing a pressure gauge assembly shall be based on the number of pressure gauges installed.

Payment for furnishing and installing the pressure gauge assembly shall be based on the unit price named in the Bid Schedule, which shall include all materials, tapping the main, labor, equipment and appurtenances required to provide the completed work.

8.6 SECTION 6 - ELECTRICAL WORK

8.6.1 ITEM 6.01 THRU 6.02 - REMOVE EXISTING CONTROL PANEL/ELECTRIC METER

Measurement for payment to remove an existing control panel and electric meter will be based upon the actual number of control panels and electric meters removed. All removed panels/meters shall be returned to BCWWS, unless otherwise directed.

Payment to remove an existing control panel and electric meter will be made at the unit price named in the Bid Schedule, which shall constitute full compensation for the complete operation, including all materials, supplies, labor, equipment, etc.

8.6.2 ITEM 6.03 THRU 6.04 - RELOCATE EXISTING CONTROL PANEL/ELECTRIC METER (UP TO 30 FEET)

Measurement for payment to relocate an existing control panel and electric meter will be based upon the actual number of control panels and electric meters relocated (up to 30 feet).

Payment to relocate an existing control panel and electric meter will be made at the unit price named in the Bid Schedule, which shall constitute full compensation for the complete operation, including all materials, supplies, labor, equipment, etc.

8.6.3 ITEMS 6.05 THRU 6.08 - INSTALL COUNTY SUPPLIED CONTROL PANEL

Measurement for payment for installing County supplied control panel will be based on the number of control panels provided by the County and installed by the Contractor. This Bid Item shall also include the reinstallation of equipment removed under Bid Items 6.01 thru 6.02.

Payment for installing County supplied control panels and furnishing and installing all associated materials will be at the unit price indicated in the Bid Schedule which shall constitute complete compensation for the installation, but not limited to all transportation to pick up control panel at the County designated location within 25 miles of the pump station site, all materials, supplies, labor and equipment to install the control panel in accordance with the plans, connect to the electrical service, tested and inspected and ready for service.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)****8.6 SECTION 6 - ELECTRICAL WORK (CONTINUED)****8.6.4 ITEM 6.09 – FURNISH AND INSTALL 3/4" BUBBLER SYSTEM PIPING, FITTINGS AND APPURTENANCES**

Measurement for payment for furnishing and installing 3/4" bubbler piping, and fittings, TYGON Air Line, or equal, and appurtenances, shall be based on the number of bubbler systems installed in accordance with the delivery order. This item includes all bubbler tubing, fittings, mounting hardware, piping, etc., from the control panel to the bottom of the wet well. It does not include the pressure switches, compressors, or gages, provided with the control panel.

Payment for furnishing and installing bubbler system piping, fittings, and appurtenances shall be at the unit price Bid Schedule, which shall constitute full compensation for the completed work including, but not limited to, all excavation and backfill, materials, tools, supplies, equipment, labor, etc., required for the completed work.

8.6.5 ITEM 6.10 - FURNISH AND INSTALL CONNECTION/ISOLATION PANEL

Measurement for payment for furnishing and installing connection/isolation panels will be based on the number of connection/isolation panels furnished and installed by the Contractor.

Payment for furnishing and installing connection/isolation panels will be at the unit price named in the Bid Schedule which shall constitute complete compensation for the installation of the connection/isolation panel including, but not limited to, all transportation, materials, excavation, supplies, labor and equipment to install the control panel in accordance with the plans, connected to the control panel and lift station equipment, tested and inspected and ready for service.

8.6.6 ITEMS 6.11 THRU 6.12 - FURNISH AND INSTALL ELECTRICAL SERVICE TO LIFT STATION

Measurement for payment for furnishing and installing electrical service to lift station will be based on the length of electrical service provided, including wire, conduit and appurtenances furnished and installed by the Contractor.

Payment for furnishing and installing electrical service to lift station will be at the unit price named in the Bid Schedule, which shall constitute complete compensation for the installation of the electrical service including, but not limited to, all transportation, excavation and backfill, asphalt restoration, materials, supplies, labor and equipment to complete the connection between FP&L and the pump station.

This item does not include any charges required by FP&L as they are paid for under a separate line item.

8.6.7 ITEMS 6.13 THRU 6.14 - FURNISH AND INSTALL EMERGENCY CONNECTION/TRANSFER PANEL

Measurement for payment for furnishing and installing emergency connection/transfer panel will be based on the number of emergency connection/transfer panels furnished and installed by the Contractor.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)****8.6 SECTION 6 - ELECTRICAL WORK (CONTINUED)**

Payment for furnishing and installing emergency connection/transfer panel will be at the unit price named in the Bid Schedule which shall constitute complete compensation for the installation of the emergency connection/transfer panel including, but not limited to, all transportation, materials, supplies, labor and equipment connected to the control panel and lift station equipment, tested and inspected and ready for service.

8.6.8 ITEM 6.15 - FURNISH AND INSTALL TEMPORARY ELECTRICAL SERVICE

Measurement for payment for furnishing and installing temporary electrical service will be based on the number of electrical services installed in accordance with the Delivery order.

Payment for furnishing and installing temporary electrical service will be made at the unit price named in the Bid Schedule which shall constitute full compensation for the complete temporary electrical service including all necessary conduit, wire, excavation, backfill, handhole, meter box, disconnect, fittings, posts, permits, materials and supplies, required to make a functional and reliable temporary electrical service. This item shall include bringing a maximum 400 amp, 460V, 3-phase power from a commercial power source a maximum of 100 lineal feet from the temporary electrical service. Distances in excess of 100 lineal feet shall be compensated under separate line items.

8.6.9 ITEM 6.16 - FURNISH AND INSTALL TEMPORARY CONTROL PANEL

Measurement for payment for furnishing and installing temporary control panel will be based on the number of temporary control panels furnished and installed by the CONTRACTOR.

Payment for furnishing and installing temporary control panel will be at the unit price named in the Bid Schedule which shall constitute complete compensation for the installation of the temporary control panel including, but not limited to, all transportation, materials, supplies, labor and equipment to install the control panel, including appurtenances, in accordance with the delivery order, connected to the lift station equipment, tested and inspected and ready for service.

8.6.10 ITEMS 6.17 THRU 6.20 - FURNISH AND INSTALL ALUMINUM CONDUIT

Measurement for payment for furnishing and installing aluminum conduit will be based on the number of linear feet of conduit installed.

Payment for furnishing and installing aluminum conduit from the wet well or valve vault to the connection panel will be at the unit price named in the Bid Schedule which shall constitute complete compensation for the installation of the aluminum conduit including, but not limited to, all transportation, excavation and backfilling, materials, supplies, sealing fittings, labor and equipment to install the aluminum conduit in accordance with the Contract Document, connected to the connection panel and valve vault, inspected and ready for service.

**ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS
(CONTINUED)****8.6 SECTION 6 - ELECTRICAL WORK (CONTINUED)****8.6.11 ITEMS 6.21 THRU 6.22 - FURNISH AND INSTALL SCHEDULE 40 PVC CONDUIT**

Measurement for payment for furnishing and installing PVC conduit will be based on the number of linear feet of conduit installed.

Payment for furnishing and installing PVC conduit will be at the unit price named in the Bid Schedule which shall constitute complete compensation for the installation of the PVC conduit including, but not limited to, all transportation, excavation and backfilling, materials, supplies, sealing fittings, labor and equipment to install the PVC conduit in accordance with the Contract Document, inspected and ready for service.

8.6.12 ITEM 6.23 - FURNISH AND INSTALL 2 INCH ALUMINUM POLE FOR SCADA ANTENNA

Measurement for payment for furnishing and installing 2-inch aluminum pole for the SCADA antenna will be based on the number of 2-inch aluminum pole and appurtenances furnished and installed by the Contractor.

Payment for furnishing and installing 2-inch aluminum pole and appurtenances will be at the unit price named in the Bid Schedule, which shall constitute complete compensation for the installation of the 2-inch aluminum pole up to 20 feet long including, but not limited to, all transportation, materials, supplies, labor and equipment in accordance with the plans.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT "B" VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS INFORMATION)

This form should be submitted with the bid; if not submitted with bid, it must be submitted within three (3) business days of request from the County. Provide the following information for any non-certified subcontractors and major material suppliers to the Contractor for this solicitation. If none, state "none" on this form. Information included in this form is subject to verification by Broward County. Use additional sheets as needed.

1. Subcontracted Firm's Name: _____
 Subcontracted Firm's Address: _____
 Subcontracted Firm's Telephone Number: _____
 Contact Person's Name and Position: _____
 Contact Person's E-Mail Address: _____
 Estimated Subcontract/Supplies Contract Amount: _____
 Type of Work/Supplies Provided: _____

2. Subcontracted Firm's Name: _____
 Subcontracted Firm's Address: _____
 Subcontracted Firm's Telephone Number: _____
 Contact Person's Name and Position: _____
 Contact Person's E-Mail Address: _____
 Estimated Subcontract/Supplies Contract Amount: _____
 Type of Work/Supplies Provided: _____

3. Subcontracted Firm's Name: _____
 Subcontracted Firm's Address: _____
 Subcontracted Firm's Telephone Number: _____
 Contact Person's Name and Position: _____
 Contact Person's E-Mail Address: _____
 Estimated Subcontract/Supplies Contract Amount: _____
 Type of Work/Supplies Provided: _____

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

 Signature Title/ Firm Name Date

ATTACHMENT "C" LETTER OF INTENT



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

Solicitation Number:	Project Title:
----------------------	----------------

Bidder/Offeror Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Authorized Representative: _____ Phone: _____

CBE Subcontractor/Supplier Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Authorized Representative: _____ Phone: _____

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Subcontractor/Supplier Authorized Representative

 (Signature) (Title) (Date)

Bidder/Offeror Authorized Representative

 (Signature) (Title) (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.
 † To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

ATTACHMENT "D" APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT



**APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
PURSUANT TO
BUSINESS OPPORTUNITY ACT OF 2012, Sec. 1-81.5(e)**

RLI / BID NO.: _____ PROJECT NAME: _____

PRIME CONTRACTOR

ADDRESS

TELEPHONE

The undersigned representative of the prime contractor represents that his/her firm has contacted County Business Enterprise (CBE) certified firms in a good faith effort to meet the CBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of the Business Opportunity Act of 2012 (the Act), the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under Section 1-81.5(e) of the Act.

The prime contractor understands that a determination of good faith effort to meet the CBE contract participation goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Section 1-81.5(e) of the CBE Act, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, and is not subject to appeal.

SIGNATURE: _____

PRINT NAME / TITLE: _____

DATE: _____

ATTACHMENT "E" DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM SHOULD BE SUBMITTED WITH THE BID BUT MUST BE COMPLETED AND SUBMITTED WITHIN THREE (3) BUSINESS DAYS OF COUNTY'S REQUEST

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, (Section 16-1/2 -157 of the Broward County Code of Ordinances, as amended); and certifies the following: **(Please check only one below)**.

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(Please check only one below)**.
 - The Vendor employs less than five (5) employees.
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - The Vendor does not provide benefits to employees' spouses.
 - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
 - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

I, _____ of _____
(Name) (Title) (Vendor)

hereby attests that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

Signature

Print Name

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____, 20__

STATE OF _____ COUNTY OF _____

Notary Public My commission expires: _____ (SEAL)

(Print, type or stamp commissioned name of Notary Public)

Personally Known ____ or Produced Identification ____ Type of Identification Produced: _____

ATTACHMENT "G" DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's 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 of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

 (Vendor Signature)

 (Print Vendor Name)

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
 by _____
 (Name of person who's signature is being notarized)
 as _____ of _____
 (Title) (Name of Corporation/Company),
 known to me to be the person described herein, or who produced _____
 (Type of Identification)
 as identification, and who did/did not take an oath.

NOTARY PUBLIC:

 (Signature)

 (Print Name)

My commission expires: _____

**ATTACHMENT "H" TRENCH SAFETY ACT
(Open-End Contracts Only)**

This form should be completed and submitted with the bid but must be completed and submitted within three (3) business days of request by County to be deemed responsive.

On October 1, 1990 House Bill 3181, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Bidder, by virtue of the signature below, affirms that the Bidder is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and subcontractors.

The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

The Bidder further identified the costs and methods summarized below:

Description	Unit of Measure	Unit Price	Method
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Special Shoring, if applicable	<u>SQ. FT.</u>	_____	_____
_____	_____	_____	_____

Name of Bidder

Authorized Signature of Bidder

***COMPLETION REQUIRES FILLING IN THE APPROPRIATE DETAILS UNDER THE HEADINGS, i.e., DESCRIPTION, UNIT, UNIT PRICE, AND METHOD.**

**ATTACHMENT "I" BID GUARANTY FORM
IRREVOCABLE LETTER OF CREDIT**

Date of Issue _____

Issuing Bank's No. _____

Beneficiary:

Broward County through its
Broward County Board of
County Commissioners
County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301 Expiry:

Applicant:

Amount: _____
(in United States funds)

(Date) _____

Bid/Contract Number _____

We hereby authorize you to draw on _____
(Bank, Issuer name)

at _____
(Branch Address)

by order of and for the account of _____
(Contractor, Applicant, Customer)

up to an aggregate amount, in United States Funds, of _____ available by your draft
at

sight, accompanied by:

- (1) A signed statement from the County Administrator of Broward County, or the Administrator's authorized representative, that the drawing is due to default in performance of certain obligations on the part of _____ agreed upon by and between _____ Broward County and _____
(Contractor, Applicant, Customer)

_____ pursuant to the
(Contractor, Applicant, Customer)

Bid/Contract No. _____ for _____
(Name of Project)

Drafts must be drawn and negotiated not later than _____
(Expiration Date)

Drafts must bear the clause: "Drawn under Letter of Credit No. _____
(Number)

of _____, dated _____
(Bank Name)

ATTACHMENT "I "
(Continued)

BID GUARANTY FORM
IRREVOCABLE LETTER OF CREDIT

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the Broward County Administrator with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to Broward County that this Letter of Credit will expire prior to performance of the contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

The execution of the contract and the submission of the required Performance and Payment Guaranty and Insurance

Certificate by the _____
(Contractor, Applicant, Customer)

_____ shall be released of obligations.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1984 revision), Publication No. 400 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or county and Florida law should arise, Florida law shall prevail.

(NAME OF ISSUING BANK)

Authorized Signature

Type Name

Type Title

ATTACHMENT "J" FORM OF PERFORMANCE BOND

BY THIS BOND, We _____, as Principal, hereinafter called CONTRACTOR, located at:

Business Address: _____

Phone: _____

and _____, as Surety, under the assigned Bond Number _____, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of _____ Dollars (\$ _____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: _____, awarded the _____ day of _____, 20____, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1. Performs the Contract between CONTRACTOR and COUNTY for construction of _____, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays COUNTY all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains as a result of default by CONTRACTOR under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT. Whenever CONTRACTOR shall be, and declared by COUNTY to be, in default under the Contract, COUNTY having performed COUNTY obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - a. Complete the Project in accordance with the terms and conditions of the Contract Documents; or

- b. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if COUNTY elects, upon determination by COUNTY and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and COUNTY, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by COUNTY to CONTRACTOR.

No right of action shall accrue on this bond to or for the use of any person or corporation other than COUNTY named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20_____.

ATTEST:

Secretary

(CORPORATE SEAL)

(Name of Corporation)

By _____
(Signature and Title)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

ATTACHMENT "K" FORM OF PAYMENT BOND

BY THIS BOND, We _____, as Principal, hereinafter called CONTRACTOR, located at:

Business Address: _____

Phone: _____

and _____, as Surety, under the assigned Bond Number _____, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of _____ Dollars (\$_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: _____, awarded the _____ day of _____, 20____, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1. Pays COUNTY all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains because of default by CONTRACTOR under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by CONTRACTOR in the performance of the Contract; THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
 - a. A claimant, except a laborer, who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, serve notice to CONTRACTOR that it intends to look to the bond for protection.
 - b. A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall no earlier than 45 days, but within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, serve notice to

CONTRACTOR and to the Surety, of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

- c. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions a) and b) have been given.
- d. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20_____.

ATTEST:

Secretary

(CORPORATE SEAL)

(Name of Corporation)

By _____
(Signature and Title)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

**ATTACHMENT "L" PERFORMANCE AND PAYMENT GUARANTY FORM
IRREVOCABLE LETTER OF CREDIT**

Date of Issue _____

Issuing Bank's No. _____

Beneficiary:
Broward County through its
Broward County Board of
County Commissioners
County Administrator
Governmental Center
115 South Andrew Avenue
Fort Lauderdale, Florida 33301

Applicant:

Amount: _____
in United States Fund

Expiry: _____
(Date)

Bid/Contract Number _____

We hereby authorize you to draw on _____
(Bank, Issuer name)

at _____
(Branch Address)

by order of and for the account of _____
(Contractor, Applicant, Customer)

up to an aggregate amount, in United States Funds, of _____ available
by your draft at sight, accompanied by:

- (1) A signed statement from the County Administrator of Broward County, or the Administrator's authorized representative, that the drawing is due to default in performance of certain obligations on the part of _____
(Contractor, Applicant, Customer)

agreed upon by and between Broward County and _____
(Contractor, Applicant, Customer)

pursuant to the Bid/Contract No. _____ for _____
(Name of Project)

and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than _____
(Expiration Date)

Drafts must bear the clause: "Drawn under Letter of Credit No. _____
(Number)

of _____, dated _____
(Bank Name)

ATTACHMENT "L"
(Continued)

PERFORMANCE AND PAYMENT GUARANTY FORM
IRREVOCABLE LETTER OF CREDIT

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the final completion of the Project by the

(Contractor, Applicant, Customer)

and final acceptance by Broward County.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

(NAME OF ISSUING BANK)

Authorized Signature

Type Name

Type Title

ATTACHMENT "M" FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS UNDER \$500,000.00

NOTE: THIS DOCUMENT WILL NOT SERVE AS A VALID BOND.

TO: BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY

RE: BID NUMBER _____

BIDDER NAME _____

ADDRESS _____

PHONE _____

AMOUNT OF BOND _____

SURETY BOND _____

COMPANY _____

NAME _____

ADDRESS _____

PHONE _____

This is to certify that, in accordance with Chapter 85-104, Laws of Florida (HB1266), the insurer named above:

Holds a certificate of authority authorizing it to write surety bonds in Florida.

Has twice the minimum surplus and capital required by the Florida Insurance Code.

Holds a currently valid certificate of authority issued by the United States Department of Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

_____ Date Signed

 Agent and Attorney-in-Fact

AFFIDAVIT
 STATE OF FLORIDA)
 COUNTY OF)SS
)

Before me this day personally appeared _____, Chief Financial Officer of _____, who, being duly sworn, executed the foregoing instrument and acknowledged to and before me the truthfulness and accuracy of the statements in the foregoing instrument.

Signature of person making Affidavit

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__

Notary Public, State, State of Florida

My Commission Expires: _____

**ATTACHMENT "N" FINAL LIST OF NON-CERTIFIED SUBCONTRACTORS/SUB-VENDORS
(AFTER AWARD USE ONLY)**



**FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION**

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

Date:

To: Vendor/Firm Name

From: Broward County Purchasing Division

Subject: Final List of Non-certified Subcontractors/Sub-vendors

Re: Project Title, Contract Number

For tracking purposes, the attached list of non-certified subcontractors/sub-vendors have performed or provided services to the County for the referenced contract. Non-certified subcontractors/sub-vendors are any subcontractors/sub-vendors whose services under the contract were not approved to meet the County's participation goal established for this contract and whose participation was not listed on the prime vendor's "Schedule of Participation" (Attachment B) and/or not approved as substitutes or additions by the Broward County Office of Economic Small Business Development Division toward meeting the established goal.

The Prime Vendor certifies the following:

- There were no other non-certified subcontractors/sub-vendors who provided a service to the County for the referenced contract. All participants on the contract are listed on the attached list.
- There were other non-certified subcontractors/sub-vendors who provided a service and are not listed on the attached list. The additional subcontractors/sub-vendors are listed on the form attached.

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT.

The foregoing instrument was acknowledged before me this _____ day of _____, 2____.

By _____ (Print Name) as _____ (Title)

of _____ (Prime Vendor), known to me to be the person described

herein, or who produced _____ as identification, and who did/did not take an oath.

Notary Public:

_____ (Signature)

_____ (Print Name)

Commission No: _____ Expires: ___/___/___

State of _____ at Large

(Seal)

ATTACHMENT "O" SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID BUT MUST BE COMPLETED AND SUBMITTED WITHIN THREE (3) BUSINESS DAYS OF COUNTY'S REQUEST.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the COUNTY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

(Authorized Signature)

(Print Name and Title)

(Name of Vendor)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

State of _____ at Large (SEAL)

(Print name)

My commission expires: _____

ATTACHMENT "P" INSURANCE REQUIREMENTS

Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	\$ 2 mil
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, if applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 500 k	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined		
<input checked="" type="checkbox"/> WORKER'S COMPENSATION Except: Provide State Exemption Certificate, or letter on company letterhead stating the reason for exemption.	(each accident)	STATUTORY	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY		\$500 k	
<input type="checkbox"/> PROFESSIONAL LIABILITY - E&O	Claims-made form w/ Extended Reporting Period of _____ yr. Deductible not to exceed: \$ _____		
<input type="checkbox"/> PRINTERS & PUBLISHERS LIABILITY -E&O	Max. Ded. \$25K	CONTRACTOR RESPONSIBLE FOR DEDUCTIBLE	
<input type="checkbox"/> PROPERTY COVERAGE/BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED FOR WIND or WIND & FLOOD not to exceed 3% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value
	<input type="checkbox"/> Installation Sooter is required if Builder's Risk or Property are not carried. Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County	Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	
Certificate of Construction Contract for the "Broward County" must be certificate holder and endorsed as an additional insured for general liability, excess liability. REFERENCE: Lin Station Rehab & Repair			

NOTE: Workers' Compensation U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.
CANCELLATION: Notice of cancellation is required to the Certificate Holder.

Certificate Holder:
 Broward County
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301
 Attn: Jeff Clark-WWS

Jacqueline Binns
 Jacqueline Binns
 2013.03.18
 14:54:22 -0400
 Risk Management Division

ATTACHMENT "Q" WAGE RATE TABLES

General Decision Number: FL130150 09/27/2013 FL150

Superseded General Decision Number: FL20120150

State: Florida

Construction Type: Heavy

County: Broward County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	01/04/2013
1	04/05/2013
2	08/30/2013
3	09/06/2013
4	09/27/2013

ELEC0728-006 09/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 27.96	10.56

ENGIO487-014 07/01/2013

	Rates	Fringes
OPERATOR: Crane All Tower Cranes Mobile, Rail, Climbers, Static- Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydraulic, Electric or Otherwise; Cranes 150 Tons & Over; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydraulic Cranes Over 25 Tons but not more than 50 Tons; Hydraulic/Friction Cranes; & All Types of Flying Cranes; Boom Truck.....	\$ 29.05	8.80
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydraulic Cranes 25 Tons & Under, & Over 50 Tons (With Oiler); Boom Truck.....	\$ 28.32	8.80
OPERATOR: Drill.....	\$ 25.80	8.80
OPERATOR: Oiler.....	\$ 22.99	8.80

 * IRON0272-005 04/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.59	5.93

 LABO1652-004 05/01/2011

	Rates	Fringes
LABORER: Grade Checker.....	\$ 14.50	4.67

 PAIN0365-007 09/01/2011

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 19.50	7.93

 SUFL2009-146 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER....	\$ 15.00	8.64
LABORER: Common or General.....	\$ 9.87	3.24
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 14.00	2.42
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 18.77	1.87
OPERATOR: Bulldozer.....	\$ 14.95	0.81
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 14.00	2.42
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.95	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50

OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Bid No. Y1180908B1
 LIFT STATION REHABILITATION AND REPAIR
 Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Date Bid Posted: 10/30/2013
 Date Bid Opened: 12/11/2013
 Bid Submittals: 5
 Declinations: 0



Commodity Code(s) 81566 Description		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
EX	Widgats	14	EA	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00
SECTION 1 GENERAL CONDITIONS													
1.01	Mobilization for Routine Work Order under \$5,000.00	13	EA	\$ 200.00	\$ 2,600.00	\$ 1,250.00	\$ 16,250.00	\$ 2,000.00	\$ 26,000.00	\$ 900.00	\$ 11,700.00	\$ 2,100.00	\$ 27,300.00
1.02	Mobilization for Routine Work Order from \$5,000.01 to \$25,000.00	13	EA	\$ 500.00	\$ 6,500.00	\$ 2,000.00	\$ 26,000.00	\$ 1,600.00	\$ 19,500.00	\$ 1,800.00	\$ 23,400.00	\$ 2,100.00	\$ 27,300.00
1.03	Mobilization for Routine Work Order over \$25,000.01	25	EA	\$ 1,500.00	\$ 37,500.00	\$ 2,500.00	\$ 62,500.00	\$ 1,000.00	\$ 25,000.00	\$ 2,300.00	\$ 57,500.00	\$ 1,400.00	\$ 35,000.00
1.04	Mobilization for Urgent Work Order under \$5,000.00	8	EA	\$ 200.00	\$ 1,600.00	\$ 1,500.00	\$ 12,000.00	\$ 3,000.00	\$ 24,000.00	\$ 1,300.00	\$ 10,400.00	\$ 2,400.00	\$ 19,200.00
1.05	Mobilization for Urgent Work Order from \$5,000.01 to \$25,000.00	8	EA	\$ 500.00	\$ 4,000.00	\$ 2,600.00	\$ 20,800.00	\$ 2,500.00	\$ 20,000.00	\$ 2,100.00	\$ 16,800.00	\$ 2,900.00	\$ 23,200.00
1.06	Mobilization for Urgent Work Order over \$25,000.01	9	EA	\$ 1,500.00	\$ 13,500.00	\$ 3,000.00	\$ 27,000.00	\$ 2,000.00	\$ 18,000.00	\$ 2,300.00	\$ 20,700.00	\$ 2,900.00	\$ 26,100.00
1.07	Provide Forperson	380	HRS	\$ 100.00	\$ 38,000.00	\$ 70.00	\$ 26,600.00	\$ 47.00	\$ 17,860.00	\$ 62.00	\$ 23,560.00	\$ 96.00	\$ 36,480.00
1.08	Provide Laborer / Crewperson	760	HRS	\$ 46.00	\$ 34,960.00	\$ 60.00	\$ 45,600.00	\$ 23.00	\$ 17,480.00	\$ 82.00	\$ 39,520.00	\$ 66.00	\$ 49,400.00
1.09	Furnish Combination Cleaner Truck	360	HRS	\$ 175.00	\$ 62,800.00	\$ 225.00	\$ 78,750.00	\$ 218.00	\$ 76,300.00	\$ 200.00	\$ 70,000.00	\$ 360.00	\$ 122,800.00
1.10	Provide Backhoe	50	DAYS	\$ 600.00	\$ 30,000.00	\$ 600.00	\$ 30,000.00	\$ 672.00	\$ 28,500.00	\$ 626.00	\$ 26,250.00	\$ 1,000.00	\$ 50,000.00
1.11	Project Planning Cost (When no work order is issued)	4	EA	\$ 350.00	\$ 1,400.00	\$ 350.00	\$ 1,400.00	\$ 350.00	\$ 1,400.00	\$ 350.00	\$ 1,400.00	\$ 350.00	\$ 1,400.00
1.12	Pass-Thru for Non-County Agency Permits and Fees per Attachment "A"	Allowance		Allowance	\$ 22,500.00	Allowance	\$ 22,600.00	Allowance	\$ 22,600.00	Allowance	\$ 22,600.00	Allowance	\$ 22,500.00
1.13	Pass-Thru for Parts and Materials as per Attachment "A"	Allowance		Allowance	\$ 15,000.00	Allowance	$ 16,000.00	Allowance	$ 16,000.00	Allowance	$ 16,000.00	Allowance	\$ 16,000.00
1.14	Pass-Thru for Florida Power and Light as per Attachment "A"	Allowance		Allowance	\$ 25,000.00	Allowance	\$ 26,000.00	Allowance	\$ 26,000.00	Allowance	\$ 26,000.00	Allowance	\$ 25,000.00
SECTION 1 TOTAL					\$ 288,050.00		\$ 408,600.00		\$ 336,640.00		\$ 363,730.00		\$ 460,000.00
SECTION 2 DEMOLITION, REMOVAL AND DISPOSAL													
2.01	Demolish Slab on Grade, 5-8 inches thick	2200	SF	\$ 10.00	\$ 22,000.00	\$ 30.00	\$ 66,000.00	\$ 3.60	\$ 7,920.00	\$ 8.00	\$ 17,600.00	\$ 40.00	\$ 88,000.00
2.02	Demolish Slab over Wet Well or Vault > 8 inches < 12 inches thick	2300	SF	\$ 20.00	\$ 46,000.00	\$ 50.00	\$ 115,000.00	\$ 12.00	\$ 27,600.00	\$ 42.00	\$ 96,800.00	\$ 60.00	\$ 138,000.00
2.03	Demolish and Remove Asphalt Paving	2000	SF	\$ 10.00	\$ 20,000.00	\$ 50.00	\$ 100,000.00	\$ 2.00	\$ 4,000.00	\$ 8.00	\$ 16,000.00	\$ 2.00	\$ 4,000.00
2.04	Demolish Valve Vault and Top Slab	19	EA	\$ 3,000.00	\$ 57,000.00	\$ 1,500.00	\$ 28,500.00	\$ 3,000.00	\$ 57,000.00	\$ 2,500.00	\$ 47,500.00	\$ 800.00	\$ 15,200.00
2.05	Remove existing Iron Piping and Fittings in Wet Wells or Vaults	31	TN	\$ 100.00	\$ 3,100.00	\$ 3,500.00	\$ 108,500.00	\$ 2,400.00	\$ 74,400.00	\$ 2,000.00	\$ 62,000.00	\$ 4,000.00	\$ 124,000.00
2.06	Remove existing Iron Piping and Fittings below Grade, including Excavation, Temporary Restraint, Backfilling, Compaction and Restoration	17	TN	\$ 100.00	\$ 1,700.00	\$ 4,500.00	\$ 76,800.00	\$ 4,000.00	\$ 68,000.00	\$ 4,600.00	\$ 78,200.00	\$ 4,000.00	\$ 68,000.00
2.07	Remove existing Valves (10 inches and under) below Grade, including Excavation, Backfilling, Compaction and Restoration	24	EA	\$ 100.00	\$ 2,400.00	\$ 1,400.00	\$ 33,600.00	\$ 1,700.00	\$ 40,800.00	\$ 1,800.00	\$ 43,200.00	\$ 700.00	\$ 16,800.00
2.08	Remove existing Valves (10 inches and under) in Wet Wells or Vaults	125	EA	\$ 600.00	\$ 75,000.00	\$ 800.00	\$ 100,000.00	\$ 500.00	\$ 62,500.00	\$ 700.00	\$ 87,500.00	\$ 700.00	\$ 87,500.00
2.09	Remove existing Pump Base Ells and Rails	46	EA	\$ 1,000.00	\$ 46,000.00	\$ 650.00	\$ 29,900.00	\$ 600.00	\$ 27,600.00	\$ 600.00	\$ 23,000.00	\$ 2,000.00	\$ 92,000.00
2.10	Remove existing Chain Link Fence	650	LF	\$ 5.00	\$ 3,250.00	\$ 3.50	\$ 2,275.00	\$ 7.00	\$ 4,550.00	\$ 3.00	\$ 1,950.00	\$ 5.00	\$ 3,250.00
2.11	Plug and Prepare Abandoned Pipes for Grout Filling	17	EA	\$ 100.00	\$ 1,700.00	\$ 1,700.00	\$ 5,100.00	\$ 1,000.00	\$ 17,000.00	\$ 450.00	\$ 7,650.00	\$ 800.00	\$ 13,600.00
2.12	Grout Fill Abandoned Pipes	20	CY	\$ 200.00	\$ 4,000.00	\$ 260.00	\$ 5,200.00	\$ 286.00	\$ 5,700.00	\$ 226.00	\$ 4,520.00	\$ 400.00	\$ 8,000.00
2.13	Demolish Wet Well (6' or 8' diameter)	30	VF	\$ 200.00	\$ 6,000.00	\$ 850.00	\$ 19,500.00	\$ 550.00	\$ 16,500.00	\$ 800.00	\$ 24,000.00	\$ 800.00	\$ 24,000.00
2.14	Fill In Abandoned Wet Well or Valve Vault	60	CY	\$ 50.00	\$ 3,000.00	\$ 50.00	\$ 3,000.00	\$ 225.00	\$ 13,500.00	\$ 52.00	\$ 3,120.00	\$ 100.00	\$ 6,000.00
2.15	Remove Filet from Bottom of Wet Well	200	CF	\$ 200.00	\$ 40,000.00	\$ 110.00	\$ 22,000.00	\$ 160.00	\$ 30,000.00	\$ 36.00	\$ 7,000.00	\$ 160.00	\$ 30,000.00
SECTION 2 TOTAL					\$ 318,650.00		\$ 716,075.00		\$ 467,070.00		\$ 519,820.00		\$ 696,350.00

Bid No. Y1180908B1
 LIFT STATION REHABILITATION AND REPAIR
 Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Date Bid Posted: 10/30/2013
 Date Bid Opened: 12/11/2013
 Bid Submittals: 5
 Declinations: 0



Tabulation of Bids				The Development Corporation 2170 N.W. 22nd Court Pompano Beach, FL 33069		Intercounty Engineering, Inc. 1725 N.W. 18 Street Pompano Beach, FL 33069		Southeastern Engineering Contractors, Inc. 2054 N.W. 9th Avenue Hialeah Gardens, FL 33018		Hinterland Group, Inc. 8401 N. Hawthill Rd. # 114 West Palm Beach, FL 33407		Akersberg Contracting, Inc. 2064 S.W. 28 Terrace Fort Lauderdale, FL 33312	
Item No.	Commodity Code(s) 91366 Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
EX	Widgets	14	EA	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00
SECTION 3 K RITE WORK													
3.01	F & I Temporary By-pass Pumps and Piping (up to 50,000 gpd)	220	DAYS	\$ 50.00	\$ 11,000.00	\$ 100.00	\$ 22,000.00	\$ 340.00	\$ 74,800.00	\$ 160.00	\$ 33,000.00	\$ 500.00	\$ 110,000.00
3.02	F & I Temporary By-pass Pumps and Piping (50,001 gpd to 250,000 gpd)	190	DAYS	\$ 200.00	\$ 38,000.00	\$ 100.00	\$ 19,000.00	\$ 345.00	\$ 65,550.00	\$ 260.00	\$ 47,500.00	\$ 600.00	\$ 95,000.00
3.03	F & I Temporary By-pass Pumps and Piping (250,001 to 1.0 mgd)	90	DAYS	\$ 225.00	\$ 19,500.00	\$ 480.00	\$ 28,800.00	\$ 360.00	\$ 21,000.00	\$ 360.00	\$ 21,000.00	\$ 800.00	\$ 30,000.00
3.04	F & I Temporary By-pass Pumps and Piping (over 1.0 mgd)	30	DAYS	\$ 250.00	\$ 7,500.00	\$ 660.00	\$ 19,800.00	\$ 365.00	\$ 10,950.00	\$ 600.00	\$ 18,000.00	\$ 1,000.00	\$ 30,000.00
3.05	Operate and Maintain Temporary By-pass System (up to 50,000 gpd)	220	DAYS	\$ 60.00	\$ 11,000.00	\$ 100.00	\$ 22,000.00	\$ 250.00	\$ 55,000.00	\$ 250.00	\$ 55,000.00	\$ 400.00	\$ 88,000.00
3.06	Operate and Maintain Temporary By-pass System (50,001 gpd to 250,000 gpd)	190	DAYS	\$ 150.00	\$ 28,500.00	\$ 100.00	\$ 19,000.00	\$ 250.00	\$ 47,500.00	\$ 360.00	\$ 68,500.00	\$ 400.00	\$ 76,000.00
3.07	Operate and Maintain Temporary By-pass System (250,001 gpd to 1.0 mgd)	60	DAYS	\$ 175.00	\$ 10,500.00	\$ 125.00	\$ 7,500.00	\$ 250.00	\$ 15,000.00	\$ 600.00	\$ 36,000.00	\$ 400.00	\$ 24,000.00
3.08	Operate and Maintain Temporary By-pass System (over 1.0 mgd)	30	DAYS	\$ 200.00	\$ 6,000.00	\$ 125.00	\$ 3,750.00	\$ 250.00	\$ 7,500.00	\$ 1,000.00	\$ 30,000.00	\$ 1,000.00	\$ 30,000.00
3.09	Exploratory Excavation	8	EA	\$ 1,000.00	\$ 8,000.00	\$ 2,500.00	\$ 20,000.00	\$ 1,200.00	\$ 9,600.00	\$ 2,400.00	\$ 19,200.00	\$ 600.00	\$ 4,800.00
3.10	Furnish and Install Temporary Line Stop (4" to 6" pipe)	3	EA	\$ 1,750.00	\$ 5,250.00	\$ 2,500.00	\$ 7,500.00	\$ 6,500.00	\$ 19,500.00	\$ 2,000.00	\$ 6,000.00	\$ 4,000.00	\$ 12,000.00
3.11	Furnish and Install Temporary Line Stop (8" to 12" pipe)	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 3,500.00	\$ 7,000.00	\$ 7,500.00	\$ 15,000.00	\$ 2,600.00	\$ 5,200.00	\$ 6,000.00	\$ 12,000.00
3.12	Furnish and Install Temporary Line Stop (14" to 24" pipe)	2	EA	\$ 8,000.00	\$ 16,000.00	\$ 10,500.00	\$ 21,000.00	\$ 11,400.00	\$ 22,800.00	\$ 6,200.00	\$ 12,400.00	\$ 13,000.00	\$ 26,000.00
3.13	Lime Rock Base Course including Sub-base Preparation - 8 inch	220	CY	\$ 165.00	\$ 36,300.00	\$ 125.00	\$ 27,500.00	\$ 160.00	\$ 35,200.00	\$ 122.00	\$ 26,840.00	\$ 150.00	\$ 33,000.00
3.14	Lime Rock Base Course including Sub-base Preparation - 12 inch	120	CY	\$ 200.00	\$ 24,000.00	\$ 145.00	\$ 17,400.00	\$ 190.00	\$ 22,800.00	\$ 150.00	\$ 18,000.00	\$ 150.00	\$ 18,000.00
3.15	Saw Cut Asphalt Paving	1160	LF	\$ 6.00	\$ 5,760.00	\$ 2.00	\$ 2,300.00	\$ 2.00	\$ 2,300.00	\$ 2.00	\$ 2,300.00	\$ 6.00	\$ 5,760.00
3.16	1 inch Asphalt Concrete Pavement	850	SY	\$ 10.00	\$ 8,500.00	\$ 66.00	\$ 56,280.00	\$ 16.00	\$ 13,600.00	\$ 46.00	\$ 38,250.00	\$ 50.00	\$ 42,600.00
3.17	Furnish and Install 3/4 inch Washed Rock over Weed Barrier	300	SY	\$ 22.00	\$ 6,600.00	\$ 30.00	\$ 9,000.00	\$ 60.00	\$ 18,000.00	\$ 32.00	\$ 9,600.00	\$ 45.00	\$ 13,600.00
3.18	Furnish and Install Seed and Mulch	60	SY	\$ 3.00	\$ 180.00	\$ 6.00	\$ 360.00	\$ 4.50	\$ 270.00	\$ 8.00	\$ 480.00	\$ 6.00	\$ 360.00
3.19	Furnish and Install Bahia Sod	400	SY	\$ 6.00	\$ 2,400.00	\$ 4.70	\$ 1,880.00	\$ 6.60	\$ 2,640.00	\$ 5.00	\$ 2,000.00	\$ 7.00	\$ 2,800.00
3.20	Furnish and Install Floridan Sod	600	SY	\$ 7.00	\$ 4,200.00	\$ 5.00	\$ 3,000.00	\$ 7.50	\$ 4,500.00	\$ 5.50	\$ 3,300.00	\$ 8.00	\$ 4,800.00
3.21	Furnish and Install Pipe Bells	31	EA	\$ 300.00	\$ 9,300.00	\$ 250.00	\$ 7,750.00	\$ 500.00	\$ 15,500.00	\$ 300.00	\$ 9,300.00	\$ 400.00	\$ 12,400.00
3.22	Relocate Existing Chain Link Fence	200	LF	\$ 10.00	\$ 2,000.00	\$ 15.00	\$ 3,000.00	\$ 18.00	\$ 3,600.00	\$ 16.00	\$ 3,200.00	\$ 25.00	\$ 5,000.00
3.23	Furnish and Install New 6-foot Chain Link Fence	300	LF	\$ 40.00	\$ 12,000.00	\$ 40.00	\$ 12,000.00	\$ 48.00	\$ 14,400.00	\$ 25.00	\$ 7,500.00	\$ 40.00	\$ 12,000.00
3.24	Furnish and Install 12-foot Chain Link Swing Gate	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,200.00	\$ 2,400.00	\$ 2,500.00	\$ 5,000.00	\$ 1,200.00	\$ 2,400.00	\$ 2,500.00	\$ 5,000.00
SECTION 3 SUBTOTAL					\$ 277,450.00		\$ 339,780.00		\$ 503,125.00		\$ 470,890.00		\$ 694,450.00

Bid No. Y1180908B1
 LIFT STATION REHABILITATION AND REPAIR
 Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

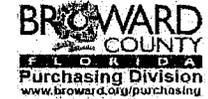
Date Bid Posted: 10/30/2013
 Date Bid Opened: 12/11/2013
 Bid Submittals: 5
 Declinations: 0



Fabrication of Bids:				No Development Corporation 1701 NW 22nd Court Pompano Beach, FL 33069		Intercounty Engineering, Inc. 1925 N.W. 14 Street Pompano Beach, FL 33069		Southeastern Engineering Contractors, Inc. 12084 N.W. 86 Avenue Hialeah Gardens, FL 33018		Hinterland Group, Inc. 6401 N. Haverhill Rd. #114 West Palm Beach, FL 33407		Aberblom Contracting, Inc. 2064 S.W. 28 Terrace Fort Lauderdale, FL 33312	
Item No.	Commodity Code(s) #1356 Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
EX	Widgets	14	EA	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00
SECTION 4 - NEW AND REHABILITATED CONCRETE WORK													
4.01	Saw Cut Concrete up to 12 inches thick	380	LF	\$ 30.00	\$ 11,400.00	\$ 30.00	\$ 11,400.00	\$ 15.00	\$ 5,700.00	\$ 35.00	\$ 13,300.00	\$ 30.00	\$ 11,400.00
4.02	Saw Cut Concrete > 12 inches - 24 inches thick	30	LF	\$ 36.00	\$ 1,080.00	\$ 40.00	\$ 1,200.00	\$ 60.00	\$ 1,800.00	\$ 60.00	\$ 1,800.00	\$ 80.00	\$ 2,400.00
4.03	Core Hole in Concrete up to 12 inches thick (6 inch to 12 inch diameter)	64	EA	\$ 400.00	\$ 25,600.00	\$ 750.00	\$ 48,000.00	\$ 900.00	\$ 57,600.00	\$ 660.00	\$ 42,240.00	\$ 500.00	\$ 32,000.00
4.04	Core Hole in Concrete up to 12 inches thick (over 12 inch diameter)	20	EA	\$ 750.00	\$ 15,000.00	\$ 900.00	\$ 18,000.00	\$ 1,300.00	\$ 26,000.00	\$ 760.00	\$ 15,200.00	\$ 700.00	\$ 14,000.00
4.05	Furnish and Install Precast Wet Well Structure (8 foot diameter)	70	VF	\$ 1,600.00	\$ 112,000.00	\$ 1,600.00	\$ 112,000.00	\$ 900.00	\$ 63,000.00	\$ 3,000.00	\$ 210,000.00	\$ 2,600.00	\$ 182,000.00
4.06	Furnish and Install Precast Wet Well Structure (10 foot diameter)	30	VF	\$ 2,000.00	\$ 60,000.00	\$ 2,100.00	\$ 63,000.00	\$ 1,200.00	\$ 36,000.00	\$ 3,200.00	\$ 96,000.00	\$ 2,800.00	\$ 84,000.00
4.07	Furnish and Install Precast Wet Well Structure (12 foot diameter)	30	VF	\$ 2,200.00	\$ 66,000.00	\$ 3,000.00	\$ 90,000.00	\$ 1,800.00	\$ 54,000.00	\$ 3,600.00	\$ 108,000.00	\$ 3,200.00	\$ 96,000.00
4.08	Furnish and Install Wet Well Precast Top Slab with 2.5 foot x 4.5 foot Hatch (8 foot diameter)	35	VF	\$ 2,400.00	\$ 84,000.00	\$ 3,500.00	\$ 122,500.00	\$ 2,100.00	\$ 73,500.00	\$ 4,500.00	\$ 157,500.00	\$ 3,800.00	\$ 133,000.00
4.09	Furnish and Install Wet Well Precast Top Slab with 3 foot x 6 foot Hatch (8 foot diameter)	9	EA	\$ 8,000.00	\$ 72,000.00	\$ 4,000.00	\$ 36,000.00	\$ 2,200.00	\$ 19,800.00	\$ 5,200.00	\$ 46,800.00	\$ 8,000.00	\$ 72,000.00
4.10	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (10 foot diameter)	4	EA	\$ 6,500.00	\$ 26,000.00	\$ 5,000.00	\$ 20,000.00	\$ 3,360.00	\$ 13,440.00	\$ 5,600.00	\$ 22,400.00	\$ 8,000.00	\$ 32,000.00
4.11	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (10 foot diameter)	4	EA	\$ 6,700.00	\$ 26,800.00	\$ 5,500.00	\$ 22,000.00	\$ 4,200.00	\$ 16,800.00	\$ 6,500.00	\$ 26,000.00	\$ 8,500.00	\$ 34,000.00
4.12	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (12 foot diameter)	3	EA	\$ 6,900.00	\$ 20,700.00	\$ 6,500.00	\$ 19,500.00	\$ 5,700.00	\$ 17,100.00	\$ 8,500.00	\$ 25,500.00	\$ 10,000.00	\$ 30,000.00
4.13	Furnish and Install Retrofit Hatch 47" x 47"	2	EA	\$ 1,300.00	\$ 2,600.00	\$ 3,350.00	\$ 6,700.00	\$ 2,200.00	\$ 4,400.00	\$ 5,000.00	\$ 10,000.00	\$ 4,000.00	\$ 8,000.00
4.14	Furnish and Install Retrofit Hatch 47" x 59"	2	EA	\$ 1,400.00	\$ 2,800.00	\$ 3,500.00	\$ 7,000.00	\$ 2,300.00	\$ 4,600.00	\$ 5,200.00	\$ 10,400.00	\$ 4,000.00	\$ 8,000.00
4.15	Furnish and Install Retrofit Hatch 47" x 71"	2	EA	\$ 1,700.00	\$ 3,400.00	\$ 4,000.00	\$ 8,000.00	\$ 2,600.00	\$ 5,200.00	\$ 6,800.00	\$ 13,600.00	\$ 4,000.00	\$ 8,000.00
4.16	Furnish and Install Retrofit Hatch 59" x 59"	2	EA	\$ 1,800.00	\$ 3,600.00	\$ 4,600.00	\$ 9,200.00	\$ 3,000.00	\$ 6,000.00	\$ 6,900.00	\$ 13,800.00	\$ 4,000.00	\$ 8,000.00
4.17	Furnish and Install Wet Well Filet	110	CF	\$ 200.00	\$ 22,000.00	\$ 30.00	\$ 3,300.00	\$ 60.00	\$ 6,600.00	\$ 36.00	\$ 3,960.00	\$ 60.00	\$ 6,600.00
4.18	Furnish and Install 4.5 foot x 7.0 foot Precast Meter Vault	11	EA	\$ 11,600.00	\$ 127,600.00	\$ 6,800.00	\$ 74,800.00	\$ 6,734.00	\$ 74,074.00	\$ 12,800.00	\$ 140,800.00	\$ 13,300.00	\$ 146,300.00
4.19	Furnish and Install 9.5 foot x 8.0 foot Precast Meter Vault	7	EA	\$ 12,500.00	\$ 87,500.00	\$ 7,700.00	\$ 53,900.00	\$ 6,234.00	\$ 43,638.00	\$ 14,600.00	\$ 102,200.00	\$ 14,300.00	\$ 100,100.00
4.20	Furnish and Install 8.5 foot x 9.0 foot Precast Meter Vault	3	EA	\$ 13,500.00	\$ 40,500.00	\$ 9,000.00	\$ 27,000.00	\$ 7,050.00	\$ 21,150.00	\$ 15,800.00	\$ 47,400.00	\$ 17,400.00	\$ 52,200.00
4.21	Furnish and Install 6.0 foot x 9.0 foot Precast Meter Vault	5	EA	\$ 10,500.00	\$ 52,500.00	\$ 5,500.00	\$ 27,500.00	\$ 6,160.00	\$ 30,800.00	\$ 12,200.00	\$ 61,000.00	\$ 10,330.00	\$ 51,650.00
4.22	Furnish and Install 6.0 foot x 6.0 foot Precast Meter Vault	7	EA	\$ 12,500.00	\$ 87,500.00	\$ 6,900.00	\$ 48,300.00	\$ 5,734.00	\$ 40,138.00	\$ 14,000.00	\$ 98,000.00	\$ 10,260.00	\$ 71,820.00
4.23	Wet Well and Maint. Access Struct. Interior Surface Preparation	10,000	SF	\$ 2.00	\$ 20,000.00	\$ 3.00	\$ 30,000.00	\$ 2.00	\$ 20,000.00	\$ 4.00	\$ 40,000.00	\$ 2.45	\$ 24,500.00
4.24	Furnish and Install Wet Well and Maintenance Access Structure Cementitious Coating - Block Structures	2,000	SF	\$ 9.00	\$ 18,000.00	\$ 16.00	\$ 32,000.00	\$ 10.40	\$ 20,800.00	\$ 14.00	\$ 28,000.00	\$ 10.66	\$ 21,300.00
4.25	Furnish and Install Wet Well and Maintenance Access Structure Cementitious Coating - Precast Structures	7,000	SF	\$ 5.00	\$ 35,000.00	\$ 16.00	\$ 112,000.00	\$ 5.20	\$ 36,400.00	\$ 12.00	\$ 84,000.00	\$ 6.33	\$ 44,310.00
4.26	Furnish and Install Wet Well and Maintenance Access Structure Level II Coating	9,000	SF	\$ 5.00	\$ 45,000.00	\$ 15.00	\$ 135,000.00	\$ 5.20	\$ 46,800.00	\$ 16.00	\$ 144,000.00	\$ 6.33	\$ 56,970.00
4.27	Furnish and Install Wet Well and Maintenance Access Structure Level III Coating	8,000	SF	\$ 10.00	\$ 80,000.00	\$ 15.00	\$ 120,000.00	\$ 11.35	\$ 90,800.00	\$ 20.00	\$ 160,000.00	\$ 11.46	\$ 91,680.00
4.28	Furnish and Install Bituminous Coating	6,000	SF	\$ 4.00	\$ 24,000.00	\$ 10.00	\$ 60,000.00	\$ 2.25	\$ 13,500.00	\$ 5.00	\$ 30,000.00	\$ 2.35	\$ 14,100.00
4.29	Furnish and Install Precast Maintenance Access Structure, 4 foot diameter, 6 feet to 10 feet deep	3	EA	\$ 8,000.00	\$ 24,000.00	\$ 7,600.00	\$ 22,800.00	\$ 8,000.00	\$ 24,000.00	\$ 11,000.00	\$ 33,000.00	\$ 8,000.00	\$ 24,000.00
4.30	Furnish and Install Precast Maintenance Access Structure, 4 foot diameter, 10 feet to 14 feet deep	3	EA	\$ 10,000.00	\$ 30,000.00	\$ 9,200.00	\$ 27,600.00	\$ 14,000.00	\$ 42,000.00	\$ 14,000.00	\$ 42,000.00	\$ 11,600.00	\$ 34,800.00
4.31	Furnish and Install Precast Maintenance Access Structure, 4 foot diameter, 14 feet to 18 feet deep	3	EA	\$ 14,000.00	\$ 42,000.00	\$ 10,400.00	\$ 31,200.00	\$ 30,000.00	\$ 90,000.00	\$ 18,000.00	\$ 54,000.00	\$ 20,000.00	\$ 60,000.00
4.32	Furnish and Install Precast Maintenance Access Structure, 4 foot diameter, over 18 feet deep	3	EA	\$ 15,000.00	\$ 45,000.00	\$ 11,500.00	\$ 34,500.00	\$ 37,800.00	\$ 113,400.00	\$ 24,000.00	\$ 72,000.00	\$ 20,000.00	\$ 60,000.00
4.33	Furnish and Install Reinforced Concrete Slab on Grade (up to 12 inches thick)	160	CY	\$ 300.00	\$ 48,000.00	\$ 250.00	\$ 40,000.00	\$ 400.00	\$ 64,000.00	\$ 350.00	\$ 56,000.00	\$ 432.00	\$ 69,120.00
4.34	Furnish and Install Reinforced Formed Concrete	210	CY	\$ 300.00	\$ 63,000.00	\$ 300.00	\$ 63,000.00	\$ 900.00	\$ 189,000.00	\$ 825.00	\$ 173,250.00	\$ 600.00	\$ 126,000.00
4.35	Furnish and Install Miscellaneous Unreinforced Formed Concrete	200	CY	\$ 200.00	\$ 40,000.00	\$ 200.00	\$ 40,000.00	\$ 700.00	\$ 140,000.00	\$ 330.00	\$ 66,000.00	\$ 300.00	\$ 60,000.00
4.36	Form and Pour Concrete Sidewalk (6 inch thick unreinforced)	500	SY	\$ 40.00	\$ 20,000.00	\$ 35.00	\$ 17,500.00	\$ 50.00	\$ 25,000.00	\$ 54.00	\$ 27,000.00	\$ 53.00	\$ 26,500.00
4.37	Furnish and Install Flowable Fill	60	CY	\$ 200.00	\$ 12,000.00	\$ 155.00	\$ 9,300.00	\$ 155.00	\$ 9,300.00	\$ 170.00	\$ 10,200.00	\$ 200.00	\$ 12,000.00
4.38	Furnish Concrete Pump	20	HRS	\$ 300.00	\$ 6,000.00	\$ 125.00	\$ 2,500.00	\$ 50.00	\$ 1,000.00	\$ 150.00	\$ 3,000.00	\$ 300.00	\$ 6,000.00
SECTION 4 SUBTOTAL					\$ 1,476,460.00		\$ 1,592,700.00		\$ 1,555,740.00		\$ 2,219,600.00		\$ 1,893,270.00

Bid No. Y1180908B1
 LIFT STATION REHABILITATION AND REPAIR
 Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

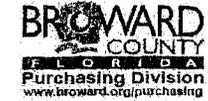
Date Bid Posted: 10/30/2013
 Date Bid Opened: 12/11/2013
 Bid Submittals: 5
 Declinations: 0



Tabulation of Bids			The Development Corporation 1701 N.W. 22nd Court Pompano Beach, FL 33069		Intercolony Engineering, Inc. 1925 N.W. 16 Street Pompano Beach, FL 33069		Southeastern Engineering Contractors, Inc. 12084 N.W. 98 Avenue Hialeah Gardens, FL 33153		Hinterland Group, Inc. 5401 N. Haverhill Rd # 114 West Palm Beach, FL 33407		Akerblom Contracting, Inc. 2084 S.W. 28 Terrace Fort Lauderdale, FL 33312		
Item No.	Commodity Code(s) 91356 Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
EX	Widgets	14	EA	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00
SECTION 55 PIPING AND VALVES													
5.01	Furnish and Install 4 inch FLG Plug Valve with Stainless Steel Accessories	34	EA	\$ 2,000.00	\$ 68,000.00	\$ 1,500.00	\$ 51,000.00	\$ 750.00	\$ 25,500.00	\$ 1,400.00	\$ 47,600.00	\$ 1,850.00	\$ 62,900.00
5.02	Furnish and Install 6 inch FLG Plug Valve with Stainless Steel Accessories	16	EA	\$ 3,000.00	\$ 48,000.00	\$ 1,700.00	\$ 27,200.00	\$ 1,165.00	\$ 18,480.00	\$ 1,900.00	\$ 30,400.00	\$ 2,500.00	\$ 40,000.00
5.03	Furnish and Install 8 inch FLG Plug Valve with Stainless Steel Accessories	12	EA	\$ 3,200.00	\$ 38,400.00	\$ 2,000.00	\$ 24,000.00	\$ 2,050.00	\$ 24,600.00	\$ 2,400.00	\$ 28,800.00	\$ 3,000.00	\$ 36,000.00
5.04	Furnish and Install 10 inch FLG Plug Valve with Stainless Steel Accessories	5	EA	\$ 3,500.00	\$ 17,500.00	\$ 2,500.00	\$ 12,500.00	\$ 2,640.00	\$ 13,200.00	\$ 2,800.00	\$ 14,000.00	\$ 3,000.00	\$ 15,000.00
5.05	Furnish and Install 4 inch Check Valve with Stainless Steel Accessories	28	EA	\$ 3,000.00	\$ 84,000.00	\$ 1,400.00	\$ 39,200.00	\$ 1,670.00	\$ 43,960.00	\$ 2,000.00	\$ 56,000.00	\$ 3,200.00	\$ 89,600.00
5.06	Furnish and Install 6 inch Check Valve with Stainless Steel Accessories	14	EA	\$ 4,000.00	\$ 56,000.00	\$ 1,800.00	\$ 25,200.00	\$ 1,880.00	\$ 26,320.00	\$ 2,500.00	\$ 35,000.00	\$ 3,670.00	\$ 49,980.00
5.07	Furnish and Install 8 inch Check Valve with Stainless Steel Accessories	12	EA	\$ 4,500.00	\$ 54,000.00	\$ 2,400.00	\$ 28,800.00	\$ 2,690.00	\$ 32,280.00	\$ 3,200.00	\$ 38,400.00	\$ 4,300.00	\$ 51,600.00
5.08	Furnish and Install 10 inch Check Valve with Stainless Steel Accessories	6	EA	\$ 4,700.00	\$ 28,200.00	\$ 2,500.00	\$ 15,000.00	\$ 4,187.00	\$ 25,122.00	\$ 4,900.00	\$ 29,400.00	\$ 6,085.00	\$ 36,510.00
5.09	Furnish and Install 4 inch Pump Out Connection	13	EA	\$ 2,000.00	\$ 26,000.00	\$ 1,800.00	\$ 23,400.00	\$ 1,240.00	\$ 16,120.00	\$ 2,400.00	\$ 31,200.00	\$ 3,778.00	\$ 49,114.00
5.10	Furnish and Install 8 inch Pump Out Connection	7	EA	\$ 4,000.00	\$ 28,000.00	\$ 1,900.00	\$ 13,300.00	\$ 1,820.00	\$ 12,740.00	\$ 2,800.00	\$ 19,600.00	\$ 3,943.00	\$ 27,601.00
5.11	Furnish and Install 4 inch MJ Plug Valve with Accessories	10	EA	\$ 3,800.00	\$ 38,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,140.00	\$ 11,400.00	\$ 1,400.00	\$ 14,000.00	\$ 1,900.00	\$ 19,000.00
5.12	Furnish and Install 6 inch MJ Plug Valve with Accessories	8	EA	\$ 4,000.00	\$ 32,000.00	\$ 1,800.00	\$ 14,400.00	\$ 1,475.00	\$ 11,800.00	\$ 1,700.00	\$ 13,600.00	\$ 2,300.00	\$ 18,400.00
5.13	Furnish and Install 8 inch MJ Plug Valve with Accessories	5	EA	\$ 4,500.00	\$ 22,500.00	\$ 2,300.00	\$ 11,500.00	\$ 2,240.00	\$ 11,200.00	\$ 2,400.00	\$ 12,000.00	\$ 3,865.00	\$ 19,325.00
5.14	Furnish and Install 10 inch MJ Plug Valve with Accessories	3	EA	\$ 4,800.00	\$ 14,400.00	\$ 2,800.00	\$ 8,400.00	\$ 3,075.00	\$ 9,225.00	\$ 3,000.00	\$ 9,000.00	\$ 4,800.00	\$ 14,400.00
5.15	Furnish and Install 4 inch Flanged DI Piping	750	LF	\$ 100.00	\$ 75,000.00	\$ 270.00	\$ 202,500.00	\$ 110.00	\$ 82,500.00	\$ 150.00	\$ 112,500.00	\$ 180.00	\$ 135,000.00
5.16	Furnish and Install 6 inch Flanged DI Piping	650	LF	\$ 150.00	\$ 97,500.00	\$ 310.00	\$ 201,500.00	\$ 120.00	\$ 78,000.00	\$ 170.00	\$ 110,500.00	\$ 170.00	\$ 110,500.00
5.17	Furnish and Install 8 inch Flanged DI Piping	300	LF	\$ 160.00	\$ 48,000.00	\$ 410.00	\$ 123,000.00	\$ 133.00	\$ 39,900.00	\$ 200.00	\$ 60,000.00	\$ 250.00	\$ 75,000.00
5.18	Furnish and Install 10 inch Flanged DI Piping	200	LF	\$ 170.00	\$ 34,000.00	\$ 620.00	\$ 124,000.00	\$ 188.00	\$ 37,600.00	\$ 230.00	\$ 46,000.00	\$ 360.00	\$ 72,000.00
5.19	Furnish and Install 4 inch MJ Flexible Ball Joint	6	EA	\$ 1,800.00	\$ 10,800.00	\$ 1,200.00	\$ 7,200.00	\$ 2,875.00	\$ 17,250.00	\$ 3,000.00	\$ 18,000.00	\$ 3,100.00	\$ 18,600.00
5.20	Furnish and Install 6 inch MJ Flexible Ball Joint	7	EA	\$ 2,700.00	\$ 18,900.00	\$ 2,600.00	\$ 18,200.00	\$ 3,700.00	\$ 25,900.00	\$ 4,200.00	\$ 29,400.00	\$ 5,963.00	\$ 41,761.00
5.21	Furnish and Install 8 inch MJ Flexible Ball Joint	6	EA	\$ 3,400.00	\$ 20,400.00	\$ 4,500.00	\$ 27,000.00	\$ 4,700.00	\$ 28,200.00	\$ 6,200.00	\$ 37,200.00	\$ 8,984.00	\$ 53,920.00
5.22	Furnish and Install 10 inch MJ Flexible Ball Joint	3	EA	\$ 4,500.00	\$ 13,500.00	\$ 6,000.00	\$ 18,000.00	\$ 6,920.00	\$ 20,760.00	\$ 7,200.00	\$ 21,600.00	\$ 7,788.00	\$ 23,364.00
5.23	Furnish and Install Pump Base Elbow and County Supplied Pumps (4 inch Discharge)	27	EA	\$ 2,800.00	\$ 75,600.00	\$ 3,000.00	\$ 81,000.00	\$ 5,594.00	\$ 151,038.00	\$ 3,500.00	\$ 94,500.00	\$ 6,800.00	\$ 183,600.00
5.24	Furnish and Install Pump Base Elbow and County Supplied Pumps (6 inch Discharge)	14	EA	\$ 2,100.00	\$ 29,400.00	\$ 3,500.00	\$ 49,000.00	\$ 6,200.00	\$ 86,800.00	\$ 3,800.00	\$ 53,200.00	\$ 8,800.00	\$ 123,200.00
5.25	Furnish and Install Pump Base Elbow and County Supplied Pumps (8 inch Discharge)	8	EA	\$ 2,200.00	\$ 17,600.00	\$ 5,700.00	\$ 45,600.00	\$ 6,800.00	\$ 54,400.00	\$ 7,300.00	\$ 58,400.00	\$ 8,000.00	\$ 64,000.00
5.26	Furnish and Install Stainless Steel Float Hanger Bracket	17	EA	\$ 250.00	\$ 4,250.00	\$ 200.00	\$ 3,400.00	\$ 600.00	\$ 10,200.00	\$ 400.00	\$ 6,800.00	\$ 300.00	\$ 5,100.00
5.27	Furnish and Install Wet Well Vent	12	EA	\$ 3,000.00	\$ 36,000.00	\$ 750.00	\$ 9,000.00	\$ 1,300.00	\$ 15,600.00	\$ 950.00	\$ 11,400.00	\$ 1,469.00	\$ 17,628.00
5.28	Furnish and Install 2 inch Water Service	7	EA	\$ 3,000.00	\$ 21,000.00	\$ 1,750.00	\$ 12,250.00	\$ 7,285.00	\$ 50,995.00	\$ 3,000.00	\$ 21,000.00	\$ 4,600.00	\$ 32,200.00
5.29	Furnish and Install 2 inch Back Flow Prevention Device	6	EA	\$ 2,000.00	\$ 12,000.00	\$ 1,600.00	\$ 9,600.00	\$ 2,600.00	\$ 15,600.00	\$ 900.00	\$ 5,400.00	\$ 3,000.00	\$ 18,000.00
5.30	Furnish and Install 4 inch DIP Mechanical Joint Force Main	400	LF	\$ 50.00	\$ 20,000.00	\$ 60.00	\$ 24,000.00	\$ 70.00	\$ 28,000.00	\$ 85.00	\$ 34,000.00	\$ 73.00	\$ 29,200.00
5.31	Furnish and Install 6 inch DIP Mechanical Joint Force Main	700	LF	\$ 55.00	\$ 38,500.00	\$ 65.00	\$ 45,500.00	\$ 75.00	\$ 52,500.00	\$ 95.00	\$ 66,500.00	\$ 80.00	\$ 56,000.00
5.32	Furnish and Install 8 inch DIP Mechanical Joint Force Main	250	LF	\$ 60.00	\$ 15,000.00	\$ 69.00	\$ 17,250.00	\$ 85.00	\$ 21,250.00	\$ 105.00	\$ 26,250.00	\$ 85.00	\$ 21,250.00
5.33	Furnish and Install 10 inch DIP Mechanical Joint Force Main	60	LF	\$ 65.00	\$ 3,900.00	\$ 77.00	\$ 4,620.00	\$ 95.00	\$ 5,700.00	\$ 115.00	\$ 6,900.00	\$ 90.00	\$ 5,400.00
5.34	Furnish and Install MJ DIP Force Main Fittings and Accessories	2970	LBS	\$ 15.00	\$ 44,550.00	\$ 5.00	\$ 14,850.00	\$ 16.50	\$ 49,065.00	\$ 15.00	\$ 44,550.00	\$ 12.00	\$ 35,640.00
5.35	Furnish and Install 8 inch PVC Sanitary Sewer (6 feet - 10 feet deep)	200	LF	\$ 75.00	\$ 15,000.00	\$ 90.00	\$ 18,000.00	\$ 70.00	\$ 14,000.00	\$ 130.00	\$ 26,000.00	\$ 110.00	\$ 22,000.00
5.36	Furnish and Install 8 inch PVC Sanitary Sewer (10 feet - 14 feet deep)	250	LF	\$ 100.00	\$ 25,000.00	\$ 200.00	\$ 50,000.00	\$ 100.00	\$ 25,000.00	\$ 150.00	\$ 37,500.00	\$ 175.00	\$ 43,750.00
5.37	Furnish and Install 8 inch PVC Sanitary Sewer (14 feet - 18 feet deep)	250	LF	\$ 150.00	\$ 37,500.00	\$ 277.00	\$ 69,250.00	\$ 150.00	\$ 37,500.00	\$ 190.00	\$ 47,500.00	\$ 225.00	\$ 56,250.00
5.38	Furnish and Install 10 inch PVC Sanitary Sewer (6 feet - 10 feet deep)	200	LF	\$ 80.00	\$ 16,000.00	\$ 95.00	\$ 19,000.00	\$ 75.00	\$ 15,000.00	\$ 140.00	\$ 28,000.00	\$ 110.00	\$ 22,000.00
5.39	Furnish and Install 10 inch PVC Sanitary Sewer (10 feet - 14 feet deep)	200	LF	\$ 105.00	\$ 21,000.00	\$ 210.00	\$ 42,000.00	\$ 105.00	\$ 21,000.00	\$ 180.00	\$ 36,000.00	\$ 185.00	\$ 37,000.00
5.40	Furnish and Install 10 inch PVC Sanitary Sewer (14 feet - 18 feet deep)	200	LF	\$ 165.00	\$ 33,000.00	\$ 288.00	\$ 57,600.00	\$ 160.00	\$ 32,000.00	\$ 200.00	\$ 40,000.00	\$ 260.00	\$ 52,000.00
5.41	Furnish and Install 10 inch PVC Sanitary Sewer (over 18 feet deep)	60	LF	\$ 200.00	\$ 12,000.00	\$ 360.00	\$ 21,600.00	\$ 200.00	\$ 12,000.00	\$ 280.00	\$ 16,800.00	\$ 460.00	\$ 27,600.00
5.42	Furnish and Install Connection to Existing Force Main - 6 Inch	13	EA	\$ 3,000.00	\$ 39,000.00	\$ 2,600.00	\$ 33,800.00	\$ 8,600.00	\$ 110,600.00	\$ 4,700.00	\$ 61,100.00	\$ 4,300.00	\$ 55,900.00
5.43	Furnish and Install Connection to Existing Force Main - 8 Inch	6	EA	\$ 3,200.00	\$ 19,200.00	\$ 3,000.00	\$ 18,000.00	\$ 8,900.00	\$ 53,400.00	\$ 4,800.00	\$ 28,800.00	\$ 4,000.00	\$ 24,000.00
5.44	Furnish and Install Connection to Existing Force Main - 10 Inch	3	EA	\$ 3,400.00	\$ 10,200.00	\$ 3,500.00	\$ 10,500.00	\$ 11,100.00	\$ 33,300.00	\$ 5,900.00	\$ 17,700.00	\$ 4,500.00	\$ 13,500.00
5.45	Furnish and Install Connection to Existing Force Main - 12 Inch	3	EA	\$ 3,600.00	\$ 10,800.00	\$ 4,000.00	\$ 12,000.00	\$ 13,400.00	\$ 40,200.00	\$ 5,200.00	\$ 15,600.00	\$ 4,600.00	\$ 13,800.00
5.46	Furnish and Install 3" PVC Valve Vault Drain Assembly	8	EA	\$ 3,500.00	\$ 28,000.00	\$ 450.00	\$ 3,600.00	\$ 1,500.00	\$ 12,000.00	\$ 1,800.00	\$ 14,400.00	\$ 3,000.00	\$ 24,000.00
5.47	Furnish and Install Flanged DIP Fittings	8500	LBS	\$ 7.00	\$ 59,500.00	\$ 6.00	\$ 51,000.00	\$ 15.50	\$ 131,750.00	\$ 12.00	\$ 102,000.00	\$ 15.50	\$ 131,750.00
5.48	Grout Abandon Lines	220	CY	\$ 200.00	\$ 44,000.00	\$ 110.00	\$ 24,200.00	\$ 200.00	\$ 44,000.00	\$ 300.00	\$ 66,000.00	\$ 250.00	\$ 55,000.00
5.49	Furnish and Install Pressure Gauge Assembly	8	EA	\$ 2,500.00	\$ 20,000.00	\$ 1,000.00	\$ 8,000.00	\$ 1,000.00	\$ 8,000.00	\$ 950.00	\$ 7,600.00	\$ 1,963.00	\$ 15,704.00
SECTION 6 SUBTOTAL					\$ 1,547,000.00		\$ 1,747,820.00		\$ 1,721,018.00		\$ 1,771,400.00		\$ 2,130,137.00

Bid No. Y1180908B1
 LIFT STATION REHABILITATION AND REPAIR
 Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Date Bid Posted: 10/30/2013
 Date Bid Opened: 12/11/2013
 Bid Submittals: 5
 Declinations: 0



Bidding Information				The Development Corporation 1711 NW 22nd Court Fort Lauderdale, FL 33305		Intercounty Engineering, Inc. 1825 N.W. 16 Street Fort Lauderdale, FL 33305		Southeastern Engineering Contractors, Inc. 1204 N.W. 88 Avenue Hialeah Gardens, FL 33149		Hinterland Group, Inc. 1401 N. Havemill Rd. #114 West Palm Beach, FL 33409		Akerblom Contracting, Inc. 2054 S.W. 28 Terrace Fort Lauderdale, FL 33312	
Item No.	Commodity Code(s) 91356 Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
EX	Widgets	12	EA	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00
SECTION 9 - ELECTRICAL WORK													
6.01	Remove Existing Control Panel and appurtenances	6	EA	\$ 3,500.00	\$ 21,000.00	\$ 350.00	\$ 2,100.00	\$ 660.00	\$ 3,960.00	\$ 500.00	\$ 3,000.00	\$ 2,000.00	\$ 12,000.00
6.02	Remove Existing Electric Meter and appurtenances	4	EA	\$ 3,500.00	\$ 14,000.00	\$ 200.00	\$ 800.00	\$ 220.00	\$ 880.00	\$ 180.00	\$ 720.00	\$ 2,000.00	\$ 8,000.00
6.03	Relocate Existing Control Panel (up to 30 feet)	2	EA	\$ 12,000.00	\$ 24,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,700.00	\$ 17,400.00	\$ 6,000.00	\$ 12,000.00	\$ 4,000.00	\$ 8,000.00
6.04	Relocate Existing Electric Meter (up to 30 feet)	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,590.00	\$ 5,180.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00
6.05	Install County Supplied Control Panel and appurtenances - up to 10 HP	8	EA	\$ 14,000.00	\$ 112,000.00	\$ 2,100.00	\$ 16,800.00	\$ 1,800.00	\$ 14,400.00	\$ 4,600.00	\$ 36,800.00	\$ 7,000.00	\$ 56,000.00
6.06	Install County Supplied Control Panel and appurtenances - over 10 HP to 20 HP	3	EA	\$ 16,000.00	\$ 48,000.00	\$ 2,300.00	\$ 6,900.00	\$ 2,700.00	\$ 8,100.00	\$ 6,600.00	\$ 19,800.00	\$ 8,000.00	\$ 24,000.00
6.07	Install County Supplied Control Panel and appurtenances - over 20 HP to 40 HP	3	EA	\$ 16,000.00	\$ 48,000.00	\$ 2,600.00	\$ 7,800.00	\$ 3,800.00	\$ 11,400.00	\$ 7,600.00	\$ 22,800.00	\$ 9,000.00	\$ 27,000.00
6.08	Install County Supplied Control Panel and appurtenances - 50 HP to 100 HP	1	EA	\$ 15,200.00	\$ 15,200.00	\$ 2,800.00	\$ 2,800.00	\$ 5,150.00	\$ 5,150.00	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00
6.09	Furnish and install 3/4 inch Rubber System Piping, Fittings and Appurtenances	15	EA	\$ 3,000.00	\$ 45,000.00	\$ 1,000.00	\$ 15,000.00	\$ 9,450.00	\$ 141,765.00	\$ 5,600.00	\$ 84,000.00	\$ 3,000.00	\$ 45,000.00
6.10	Furnish and install Connection/Isolation Panel	9	EA	\$ 5,000.00	\$ 45,000.00	\$ 1,500.00	\$ 13,500.00	\$ 4,850.00	\$ 43,650.00	\$ 4,600.00	\$ 41,400.00	\$ 6,000.00	\$ 54,000.00
6.11	Furnish and install 200 AMP Electrical Service to Lift Station	700	LF	\$ 70.00	\$ 49,000.00	\$ 25.00	\$ 17,500.00	\$ 75.00	\$ 52,500.00	\$ 90.00	\$ 63,000.00	\$ 100.00	\$ 70,000.00
6.12	Furnish and install 400 AMP Electrical Service to Lift Station	700	LF	\$ 80.00	\$ 56,000.00	\$ 30.00	\$ 21,000.00	\$ 98.00	\$ 68,600.00	\$ 110.00	\$ 77,000.00	\$ 100.00	\$ 70,000.00
6.13	Furnish and install County Supplied 200A Emergency Connection/Transfer Panel	8	EA	\$ 1,600.00	\$ 12,800.00	\$ 1,750.00	\$ 14,000.00	\$ 8,828.00	\$ 70,608.00	\$ 1,600.00	\$ 12,800.00	\$ 4,600.00	\$ 36,800.00
6.14	Furnish and install County Supplied 400A Emergency Connection/Transfer Panel	8	EA	\$ 2,000.00	\$ 16,000.00	\$ 2,000.00	\$ 16,000.00	\$ 12,500.00	\$ 100,800.00	\$ 2,000.00	\$ 16,000.00	\$ 4,500.00	\$ 36,000.00
6.15	Furnish and install Temporary Electrical Service	8	EA	\$ 2,500.00	\$ 20,000.00	\$ 2,000.00	\$ 16,000.00	\$ 8,825.00	\$ 70,608.00	\$ 4,800.00	\$ 38,400.00	\$ 3,500.00	\$ 28,000.00
6.16	Furnish and install Temporary Control Panel	8	EA	\$ 2,000.00	\$ 16,000.00	\$ 3,000.00	\$ 24,000.00	\$ 17,260.00	\$ 138,000.00	\$ 8,600.00	\$ 68,800.00	\$ 3,000.00	\$ 24,000.00
6.17	Furnish and install 3 inch Aluminum Conduit	450	LF	\$ 10.00	\$ 4,500.00	\$ 65.00	\$ 29,250.00	\$ 40.00	\$ 18,000.00	\$ 60.00	\$ 27,000.00	\$ 40.00	\$ 18,000.00
6.18	Furnish and install 2 inch Aluminum Conduit	450	LF	\$ 7.00	\$ 3,150.00	\$ 60.00	\$ 27,000.00	\$ 33.00	\$ 14,850.00	\$ 50.00	\$ 22,500.00	\$ 40.00	\$ 18,000.00
6.19	Furnish and install 1-1/2 inch Aluminum Conduit	650	LF	\$ 6.00	\$ 3,900.00	\$ 55.00	\$ 35,750.00	\$ 19.00	\$ 12,350.00	\$ 40.00	\$ 26,000.00	\$ 7.00	\$ 4,550.00
6.20	Furnish and install 1 inch Aluminum Conduit	450	LF	\$ 4.00	\$ 1,800.00	\$ 60.00	\$ 27,000.00	\$ 23.00	\$ 10,350.00	\$ 30.00	\$ 13,500.00	\$ 12.00	\$ 5,400.00
6.21	Furnish and install 1 inch PVC Conduit	200	LF	\$ 4.00	\$ 800.00	\$ 20.00	\$ 4,000.00	\$ 31.00	\$ 6,200.00	\$ 30.00	\$ 6,000.00	\$ 10.00	\$ 2,000.00
6.22	Furnish and install 1 inch PVC Conduit	200	LF	\$ 2.00	\$ 400.00	\$ 18.00	\$ 3,600.00	\$ 29.00	\$ 5,800.00	\$ 30.00	\$ 6,000.00	\$ 10.00	\$ 2,000.00
6.23	Furnish and install 2 inch Aluminum Pole for SCADA Antenna (max 20 feet)	6	EA	\$ 2,000.00	\$ 12,000.00	\$ 460.00	\$ 2,760.00	\$ 480.00	\$ 2,880.00	\$ 1,600.00	\$ 9,600.00	\$ 2,300.00	\$ 13,800.00
SECTION 9 - ELECTRICAL WORK					\$ 669,400.00		\$ 305,250.00		\$ 822,936.00		\$ 612,120.00		\$ 682,450.00
Total Bid Price					\$ 4,477,000.00		\$ 5,109,225.00		\$ 6,396,529.00		\$ 6,957,660.00		\$ 6,476,657.00

AWD = Recommended for Award

Abbreviations: CY = Cubic Yard SF = Square Foot SY = Square Yard EA = Each VF = Vertical Foot LF = Linear Foot HRS = Hours
 LBS = Pounds TN = Ton
 CF = Cubic Foot

Date prepared: 12/17/2013
 Prepared by: Sterling A. Osborne

EXHIBIT B

Project: Pompao LS 61 (SE 5th CT.)
 Date: 8/31/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate

CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
SECTION 1 - GENERAL CONDITIONS						
1	1.01	Mobilization for Routine Work Order under \$5,000.00		EA	\$200.00	\$ -
2	1.02	Mobilization for Routine Work Order from \$5,000.01 to \$25,000.00		EA	\$500.00	\$ -
3	1.03	Mobilization for Routine Work Order over \$25,000.01	1	EA	\$1,500.00	\$ 1,500.00
4	1.04	Mobilization for Urgent Work Order under \$5,000.00		EA	\$200.00	\$ -
5	1.05	Mobilization for Urgent Work Order from \$5,000.01 to \$25,000.00		EA	\$500.00	\$ -
6	1.06	Mobilization for Urgent Work Order over \$25,000.01		EA	\$1,500.00	\$ -
7	1.07	Provide Foreperson	352	HRS	\$100.00	\$ 35,200.00
8	1.08	Provide Laborer / Crewperson	528	HRS	\$45.00	\$ 23,760.00
9	1.09	Furnish Combination Cleaner Truck		HRS	\$175.00	\$ -
10	1.10	Provide Backhoe		DAYS	\$500.00	\$ -
11	1.11	Project Planning Cost (When no work order is issued)		EA	\$350.00	\$ -
12	1.12	Pass-thru for Non-County Agency Permits and Fees per Attachment "A"		Allowance		
13	1.13	Pass-Thru for Parts and Materials as per Attachment "A"		Allowance		\$ 92,144.00
14	1.14	Pass-Thru for Florida Power and Light		Allowance		
SECTION 1 Subtotal						\$ 152,604.00
SECTION 2 - DEMOLITION, REMOVAL AND DISPOSAL						
15	2.01	Demolish Slab on Grade, ≤ 8 inches thick		SF	\$ 10.00	\$ -
16	2.02	Demolish Slab over Wet Well or Vault > 8 inches ≤ 12 inches thick		SF	\$ 20.00	\$ -
167	2.03	Demolish and Remove Asphalt Paving		SF	\$ 10.00	\$ -
17	2.04	Demolish Valve Vault and Top Slab		EA	\$ 3,000.00	\$ -
18	2.05	Remove existing Iron Piping and Fittings in Wet Wells or Vaults		TN	\$ 100.00	\$ -
19	2.06	Remove existing Iron Piping and Fittings below Grade, including Excavation, Temporary Restraint, Backfilling, Compaction, and Restoration		TN	\$ 100.00	\$ -
20	2.07	Remove existing Valves (10 inches and under) below Grade, including Excavation, Backfilling, Compaction and Restoration		EA	\$ 100.00	\$ -
170	2.08	Remove existing Valves (10 inches and under) in Wet Wells or Vaults		EA	\$ 500.00	\$ -
169	2.09	Remove existing Pump Base Ells and Rails		EA	\$ 1,000.00	\$ -
23	2.10	Remove existing Chain Link Fence		LF	\$ 5.00	\$ -
24	2.11	Plug and Prepare Abandoned Pipe for Grout Filling		EA	\$ 100.00	\$ -
25	2.12	Grout Fill Abandoned Pipe		CY	\$ 200.00	\$ -
26	2.13	Demolish Wet Well (6' or 8' diameter)		VF	\$ 200.00	\$ -
27	2.14	Fill in Abandoned Wet Well or Valve Vault		CY	\$ 50.00	\$ -
28	2.15	Remove Fillet from Bottom of Wet Well		CF	\$ 200.00	\$ -
SECTION 2 Subtotal						\$ -
SECTION 3 - SITE WORK						
29	3.01	F & I Temporary By-pass Pumps and Piping (up to 50,000 gpd)		DAYS	\$ 50.00	\$ -
30	3.02	F & I Temporary By-pass Pumps and Piping (50,001 gpd to 250,000 gpd)		DAYS	\$ 200.00	\$ -
31	3.03	F & I Temporary By-pass Pumps and Piping (250,001 to 1.0 mgd)		DAYS	\$ 225.00	\$ -
32	3.04	F & I Temporary By-pass Pumps and Piping (over 1.0 mgd)	64	DAYS	\$ 250.00	\$ 16,000.00
33	3.05	Operate and Maintain Temporary By-pass System (up to 50,000 gpd)		DAYS	\$ 50.00	\$ -
34	3.06	Operate and Maintain Temporary By-pass System (50,001 gpd to 250,000 gpd)		DAYS	\$ 150.00	\$ -

Project: Pompao LS 61 (SE 5th CT.)
 Date: 8/31/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s) 91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
35	3.07	Operate and Maintain Temporary By-pass System (250,001 gpd to 1.0 mgd)		DAYS	\$ 175.00	\$ -
36	3.08	Operate and Maintain Temporary By-pass System (over 1.0 mgd)	64	DAYS	\$ 200.00	\$ 12,800.00
37	3.09	Exploratory Excavation		EA	\$ 1,000.00	\$ -
38	3.10	Furnish and Install Temporary Line Stop (4" to 6")		EA	\$ 1,750.00	\$ -
39	3.11	Furnish and Install Temporary Line Stop (8" to 12")		EA	\$ 3,000.00	\$ -
40	3.12	Furnish and Install Temporary Line Stop (14" to 24")		EA	\$ 8,000.00	\$ -
41	3.13	8 inch Lime Rock Base Course including Sub-base Preparation		CY	\$ 165.00	\$ -
42	3.14	12 inch Lime Rock Base Course including Sub-base Preparation		CY	\$ 200.00	\$ -
43	3.15	Saw Cut Asphalt Paving		LF	\$ 5.00	\$ -
44	3.16	1 inch Asphalt Concrete Pavement		SY	\$ 10.00	\$ -
45	3.17	Furnish and Install 3/4 inch Washed Rock over Weed Barrier		SY	\$ 22.00	\$ -
46	3.18	Furnish and Install Seed and Mulch		SY	\$ 3.00	\$ -
47	3.19	Furnish and Install Bahia Sod		SY	\$ 5.00	\$ -
48	3.20	Furnish and Install Floratam Sod	178	SY	\$ 7.00	\$ 1,246.00
49	3.21	Furnish and Install Pipe Bollards		EA	\$ 300.00	\$ -
50	3.22	Relocate Existing Chain Link Fence		LF	\$ 10.00	\$ -
51	3.23	Furnish and Install New 6-foot Chain Link Fence		LF	\$ 40.00	\$ -
52	3.24	Furnish and Install 12-foot Chain Link Swing Gate		EA	\$ 2,000.00	\$ -
SECTION 3 Subtotal						\$ 30,046.00
SECTION 4 NEW AND REHABILITATED CONCRETE WORK						
53	4.01	Saw Cut Concrete up to 12 inches thick		LF	\$ 30.00	\$ -
54	4.02	Saw Cut Concrete > 12 inches ≤ 24 inches thick		LF	\$ 35.00	\$ -
55	4.03	Core Hole in Concrete up to 12 inches thick (6 inch to 12 inch diameter)	1	EA	\$ 400.00	\$ 400.00
56	4.04	Core Hole in Concrete up to 12 inches thick (over 12 inch diameter)		EA	\$ 750.00	\$ -
57	4.05	Furnish and Install Precast Wet Well Structure (6 foot diameter)		VF	\$ 1,500.00	\$ -
58	4.06	Furnish and Install Precast Wet Well Structure (8 foot diameter)		VF	\$ 2,000.00	\$ -
59	4.07	Furnish and Install Precast Wet Well Structure (10 foot diameter)		VF	\$ 2,200.00	\$ -
60	4.08	Furnish and Install Precast Wet Well Structure (12 foot diameter)		VF	\$ 2,400.00	\$ -
61	4.09	Furnish and Install Wet Well Precast Top Slab with 2.5 foot x 4.5 foot Hatch (6 foot diameter)		EA	\$ 6,000.00	\$ -
62	4.10	Furnish and Install Wet Well Precast Top Slab with 3 foot x 6 foot Hatch (8 foot diameter)		EA	\$ 6,500.00	\$ -
63	4.11	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (10 foot diameter)		EA	\$ 6,700.00	\$ -
64	4.12	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (12 foot diameter)		EA	\$ 6,900.00	\$ -
65	4.13	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 47"		EA	\$ 1,300.00	\$ -
66	4.14	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 53"		EA	\$ 1,400.00	\$ -
67	4.15	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 71"		EA	\$ 1,700.00	\$ -
68	4.16	Furnish and Install Retrofit Hatch (TPD - 300 psf) 59" x 59"		EA	\$ 1,800.00	\$ -
69	4.17	Furnish and Install Wet Well Fillet		CF	\$ 200.00	\$ -
70	4.18	Furnish and Install 4.5 foot x 7.0 foot Precast Meter Vault		EA	\$ 11,500.00	\$ -
71	4.19	Furnish and Install 5.5 foot x 8.0 foot Precast Meter Vault		EA	\$ 12,500.00	\$ -

Project: Pompao LS 61 (SE 5th CT.)
 Date: 8/31/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
73	4.21	Furnish and Install 5.0 foot x 5.0 foot Precast Meter Vault		EA	\$ 10,500.00	\$ -
74	4.22	Furnish and Install 6.0 foot x 6.0 foot Precast Meter Vault		EA	\$ 12,500.00	\$ -
75	4.23	Wet Well and Manhole Interior Surface Preparation		SF	\$ 2.00	\$ -
76	4.24	Furnish and Install Wet Well and Manhole Cementitious Coating - Brick Structures		SF	\$ 9.00	\$ -
77	4.25	Furnish and Install Wet Well and Manhole Cementitious Coating - Precast Structures		SF	\$ 5.00	\$ -
78	4.26	Furnish and Install Wet Well and Manhole Level II Coating (Sewer Coat or BASF SP15)		SF	\$ 5.00	\$ -
79	4.27	Furnish and Install Wet Well and Manhole Level III Coating (BASF Sewer Guard HBS 100 Epoxy Liner)		SF	\$ 10.00	\$ -
80	4.28	Furnish and Install Bituminastic Coating		SF	\$ 4.00	\$ -
81	4.29	Furnish and Install Precast Manhole, 4 foot diameter, 6 feet to 10 feet deep		EA	\$ 8,000.00	\$ -
82	4.30	Furnish and Install Precast Manhole, 4 foot diameter, 10 feet to 14 feet deep		EA	\$ 10,000.00	\$ -
83	4.31	Furnish and Install Precast Manhole, 4 foot diameter, 14 feet to 18 feet deep		EA	\$ 14,000.00	\$ -
84	4.32	Furnish and Install Precast Manhole, 4 foot diameter, over 18 feet deep		EA	\$ 15,000.00	\$ -
85	4.33	Furnish and Install Reinforced Concrete Slab on Grade (up to 12 inches thick)		CY	\$ 300.00	\$ -
86	4.34	Furnish and Install Reinforced Formed Concrete		CY	\$ 300.00	\$ -
87	4.35	Furnish and Install Miscellaneous Unreinforced Formed Concrete		CY	\$ 200.00	\$ -
88	4.36	Form and Pour Concrete Sidewalk (6 inch thick unreinforced)		SY	\$ 40.00	\$ -
89	4.37	Furnish and Install Flowable Fill		CY	\$ 200.00	\$ -
90	4.38	Furnish Concrete Pump		HRS	\$ 300.00	\$ -
SECTION 4 Subtotal						\$ 400.00
SECTION 5 PIPING AND VALVES						
91	5.01	Furnish and Install 4 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 2,000.00	\$ -
92	5.02	Furnish and Install 6 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,000.00	\$ -
93	5.03	Furnish and Install 8 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,200.00	\$ -
94	5.04	Furnish and Install 10 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,500.00	\$ -
95	5.05	Furnish and Install 4 inch Check Valve with Stainless Steel Accessories		EA	\$ 3,000.00	\$ -
96	5.06	Furnish and Install 6 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,000.00	\$ -
97	5.07	Furnish and Install 8 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,500.00	\$ -
98	5.08	Furnish and Install 10 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,700.00	\$ -
99	5.09	Furnish and Install 4 inch Pump Out Connection		EA	\$ 2,000.00	\$ -
100	5.10	Furnish and Install 6 inch Pump Out Connection		EA	\$ 4,000.00	\$ -
101	5.11	Furnish and Install 4 inch MJ Plug Valve with Accessories		EA	\$ 3,800.00	\$ -
102	5.12	Furnish and Install 6 inch MJ Plug Valve with Accessories		EA	\$ 4,000.00	\$ -
103	5.13	Furnish and Install 8 inch MJ Plug Valve with Accessories		EA	\$ 4,500.00	\$ -
104	5.14	Furnish and Install 10 inch MJ Plug Valve with Accessories		EA	\$ 4,600.00	\$ -
105	5.15	Furnish and Install 4 inch Flanged DI Piping		LF	\$ 100.00	\$ -
106	5.16	Furnish and Install 6 inch Flanged DI Piping		LF	\$ 150.00	\$ -

Project: Pompao LS 61 (SE 5th CT.)
 Date: 8/31/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate

CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
107	5.17	Furnish and Install 8 inch Flanged DI Piping		LF	\$ 160.00	\$ -
108	5.18	Furnish and Install 10 inch Flanged DI Piping		LF	\$ 170.00	\$ -
109	5.19	Furnish and Install 4 inch MJ Flexible Joint		EA	\$ 1,800.00	\$ -
110	5.20	Furnish and Install 6 inch MJ Flexible Joint		EA	\$ 2,700.00	\$ -
111	5.21	Furnish and Install 8 inch MJ Flexible Joint		EA	\$ 3,400.00	\$ -
112	5.22	Furnish and Install 10 inch MJ Flexible Joint		EA	\$ 4,500.00	\$ -
113	5.23	Furnish and Install Pump Base Elbow and County Supplied Pumps (4 inch Discharge)		EA	\$ 2,000.00	\$ -
114	5.24	Furnish and Install Pump Base Elbow and County Supplied Pumps (6 inch Discharge)		EA	\$ 2,100.00	\$ -
115	5.25	Furnish and Install Pump Base Elbow and County Supplied Pumps (8 inch Discharge)		EA	\$ 2,200.00	\$ -
116	5.26	Furnish and Install Stainless Steel Float Hanger Bracket		EA	\$ 250.00	\$ -
117	5.27	Furnish and Install Wet Well Vent		EA	\$ 3,000.00	\$ -
118	5.28	Furnish and Install 2 inch Water Service		EA	\$ 3,000.00	\$ -
119	5.29	Furnish and Install 2 inch Back Flow Prevention Device		EA	\$ 2,000.00	\$ -
120	5.30	Furnish and Install 4 inch DIP Mechanical Joint Force Main		LF	\$ 50.00	\$ -
121	5.31	Furnish and Install 6 inch DIP Mechanical Joint Force Main		LF	\$ 55.00	\$ -
122	5.32	Furnish and Install 8 inch DIP Mechanical Joint Force Main		LF	\$ 60.00	\$ -
123	5.33	Furnish and Install 10 inch DIP Mechanical Joint Force Main		LF	\$ 65.00	\$ -
124	5.34	Furnish and Install MJ DIP Force Main Fittings and Accessories		LBS	\$ 15.00	\$ -
125	5.35	Furnish and Install 8 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)		LF	\$ 75.00	\$ -
126	5.36	Furnish and Install 8 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)		LF	\$ 100.00	\$ -
127	5.37	Furnish and Install 8 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)		LF	\$ 150.00	\$ -
128	5.38	Furnish and Install 10 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)		LF	\$ 80.00	\$ -
129	5.39	Furnish and Install 10 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)		LF	\$ 105.00	\$ -
130	5.40	Furnish and Install 10 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)		LF	\$ 155.00	\$ -
131	5.41	Furnish and Install 10 inch PVC Sanitary Sewer (C-900) (over 18 feet deep)		LF	\$ 200.00	\$ -
132	5.42	Furnish and Install Connection to Existing Force Main - 6 inch		EA	\$ 3,000.00	\$ -
133	5.43	Furnish and Install Connection to Existing Force Main - 8 inch		EA	\$ 3,200.00	\$ -
134	5.44	Furnish and Install Connection to Existing Force Main - 10 inch		EA	\$ 3,400.00	\$ -
135	5.45	Furnish and Install Connection to Existing Force Main - 12 inch		EA	\$ 3,600.00	\$ -
136	5.46	Furnish and Install 3" PVC Valve Vault Drain Assembly		EA	\$ 3,500.00	\$ -
137	5.47	Furnish and Install Flanged DIP Fittings		LBS	\$ 7.00	\$ -
138	5.48	Grout Abandon Lines		CY	\$ 200.00	\$ -
139	5.49	Furnish and Install Pressure Gauge Assembly		EA	\$ 2,500.00	\$ -

Project: Pompao LS 61 (SE 5th CT.)
 Date: 8/31/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measura	Unit Price	Total Price
SECTION 5 Subtotal						\$ -
SECTION 6 ELECTRICAL WORK						
140	6.01	Remove Existing Control Panel		EA	\$ 3,500.00	\$ -
141	6.02	Remove Existing Electric Meter		EA	\$ 3,500.00	\$ -
142	6.03	Relocate Existing Control Panel (up to 30 feet)		EA	\$ 12,000.00	\$ -
143	6.04	Relocate Existing Electric Meter (up to 30 feet)		EA	\$ 5,000.00	\$ -
144	6.05	Install County Supplied Control Panel - up to 10 HP		EA	\$ 14,000.00	\$ -
145	6.06	Install County Supplied Control Panel - over 10 HP to 20 HP		EA	\$ 15,000.00	\$ -
146	6.07	Install County Supplied Control Panel - over 20 HP to 40 HP		EA	\$ 15,100.00	\$ -
147	6.08	Install County Supplied Control Panel - 50 HP to 100 HP		EA	\$ 15,200.00	\$ -
148	6.09	Furnish and Install 3/4 inch Bubbler System Piping, Fittings and Appurtenances		EA	\$ 3,000.00	\$ -
149	6.10	Furnish and Install Connection/Isolation Panel		EA	\$ 5,000.00	\$ -
150	6.11	Furnish and Install 200 AMP Electrical Service to Lift Station		LF	\$ 70.00	\$ -
151	6.12	Furnish and Install 400 AMP Electrical Service to Lift Station		LF	\$ 80.00	\$ -
152	6.13	Furnish and Install 200A Emergency Connection/Transfer Panel		EA	\$ 1,500.00	\$ -
153	6.14	Furnish and Install 400A Emergency Connection/Transfer Panel		EA	\$ 2,000.00	\$ -
154	6.15	Furnish and Install Temporary Electrical Service		EA	\$ 2,500.00	\$ -
155	6.16	Furnish and Install Temporary Control Panel		EA	\$ 2,000.00	\$ -
156	6.17	Furnish and Install 3 inch Aluminum Conduit		LF	\$ 10.00	\$ -
157	6.18	Furnish and Install 2 inch Aluminum Conduit		LF	\$ 7.00	\$ -
158	6.19	Furnish and Install 1-1/2 inch Aluminum Conduit		LF	\$ 5.00	\$ -
159	6.20	Furnish and Install 1 inch Aluminum Conduit		LF	\$ 4.00	\$ -
160	6.21	Furnish and Install 2 inch PVC Conduit		LF	\$ 4.00	\$ -
161	6.22	Furnish and Install 1 inch PVC Conduit		LF	\$ 2.00	\$ -
162	6.23	Furnish and Install 2 inch Aluminum Pole for SCADA Antenna (max 20 feet)		EA	\$ 2,000.00	\$ -
SECTION 6 Subtotal						\$ -
Subtotal						\$ 183,050.00
Owner's Contingency						\$ 18,000.00
Total						\$ 201,050.00

Project: Pompao LS 61 (SE 5th CT.)
Date: 8/31/2015, Rev. 10-27-15
Bid No.: Y1180908B1
Lift Station Rehabilitation and Repair
Using Agency: Water and Wastewater Services
Purchasing Agent: Ilyse S. Valdivia

Contractor:
Trio Development Corp.
1701 N.W. 22nd. Ct.
Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s) 91356 Description	Quantity	Unit of Measure	Unit Price	Total Price

Abbreviations:

CY= Cubic Yard SF = Square Foot SY= Square Yard EA = Each VF = Vertical Foot LF = Linear Foot HRS = Hours
 LBS = Pounds TN = Ton

Trench Safety Act applies to this bid solicitation. The Bidder should complete and submit the Trench Safety Act Certification (Form 004546-2) with the bid but must complete and submit within five (5) calendar days of request by COUNTY and prior to award to be considered responsive.

DATE PREPARED: Rev. 10-27-15

PREPARED BY (NAME OF PREPARER): Lawrence Shortz

NAME OF COMPANY: Trio Development Corp.

AUTHORIZED SIGNATURE: 

Attachment A

1.13 Pass Through Parts and Materials (Estimated)

Pompano LS 61

	Amount
MOT	\$3,000.00
Temporary fence	\$1,500.00
By-pass modifications material rental	\$2,300.00
Vactor work	\$7,350.00
Sluice gate hardware	\$650.00
Sluice gate, check valves, mega flanges and accessories	\$45,653.00
Link Belt hydraulic crane	\$18,691.00
PC Controls (allowance)	\$9,500.00
Misc.	\$3,500.00
	<hr/>
	\$92,144.00

Pompano LS 61

Sequence

- Adapt by-pass connection to accept duplex by-pass pumps.
- Install by-pass pumps, test.
- Plug 30" influent line to wet-well.
- Provide for existing telemetry to sense alarms from terminal man-hole, add cell phone back up system.
- Remove sluice gate and operator.
- Install new sluice gate and operator.
- Pump out wet-well into terminal man-hole.
- Vactor clean wet-well (price based upon removing 2 loads of materials at 3,200 gallons per load).
- Close lift station discharge valve, drain header, vactor clean dry well.
- Replace (3) 12" discharge plug valves.
- Replace (3) 12" influent valve and mega flanges.
- Flow meter repair/modifications and totalizer by PC Controls
- Remove influent plug, by-pass system and place station back in operation.

Project: Pompano Beach LS 84 (Park north of Canal Pointe)
 Date: 8/19/2015, Rev. 10-27-15
 Bld No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
SECTION 1 - GENERAL CONDITIONS						
1	1.01	Mobilization for Routine Work Order under \$5,000.00		EA	\$200.00	\$ -
2	1.02	Mobilization for Routine Work Order from \$5,000.01 to \$25,000.00		EA	\$500.00	\$ -
3	1.03	Mobilization for Routine Work Order over \$25,000.01	1	EA	\$1,500.00	\$ 1,500.00
4	1.04	Mobilization for Urgent Work Order under \$5,000.00		EA	\$200.00	\$ -
5	1.05	Mobilization for Urgent Work Order from \$5,000.01 to \$25,000.00		EA	\$500.00	\$ -
6	1.06	Mobilization for Urgent Work Order over \$25,000.01		EA	\$1,500.00	\$ -
7	1.07	Provide Foreperson	69	HRS	\$100.00	\$ 6,900.00
8	1.08	Provide Laborer / Crewperson	48	HRS	\$45.00	\$ 2,160.00
9	1.09	Furnish Combination Cleaner Truck	8	HRS	\$175.00	\$ 1,400.00
10	1.10	Provide Backhoe	1	DAYS	\$500.00	\$ 500.00
11	1.11	Project Planning Cost (When no work order is issued)		EA	\$350.00	\$ -
12	1.12	Pass-thru for Non-County Agency Permits and Fees per Attachment "A"		Allowance		
13	1.13	Pass-Thru for Parts and Materials as per Attachment "A"		Allowance		\$ 104,243.00
14	1.14	Pass-Thru for Florida Power and Light		Allowance		
SECTION 1 Subtotal						\$ 116,703.00
SECTION 2 - DEMOLITION, REMOVAL AND DISPOSAL						
15	2.01	Demolish Slab on Grade, ≤ 8 inches thick		SF	\$ 10.00	\$ -
16	2.02	Demolish Slab over Wet Well or Vault > 8 inches ≤ 12 inches thick		SF	\$ 20.00	\$ -
167	2.03	Demolish and Remove Asphalt Paving		SF	\$ 10.00	\$ -
17	2.04	Demolish Valve Vault and Top Slab		EA	\$ 3,000.00	\$ -
18	2.05	Remove existing Iron Piping and Fittings in Wet Wells or Vaults	1.0718	TN	\$ 100.00	\$ 107.18
19	2.06	Remove existing Iron Piping and Fittings below Grade, including Excavation, Temporary Restraint, Backfilling, Compaction, and Restoration		TN	\$ 100.00	\$ -
20	2.07	Remove existing Valves (10 inches and under) below Grade, including Excavation, Backfilling, Compaction and Restoration		EA	\$ 100.00	\$ -
170	2.08	Remove existing Valves (10 inches and under) in Wet Wells or Vaults	4	EA	\$ 500.00	\$ 2,000.00
169	2.09	Remove existing Pump Base Ells and Rails	2	EA	\$ 1,000.00	\$ 2,000.00
23	2.10	Remove existing Chain Link Fence		LF	\$ 5.00	\$ -
24	2.11	Plug and Prepare Abandoned Pipe for Grout Filling		EA	\$ 100.00	\$ -
25	2.12	Grout Fill Abandoned Pipe		CY	\$ 200.00	\$ -
26	2.13	Demolish Wet Well (6' or 8' diameter)		VF	\$ 200.00	\$ -
27	2.14	Fill in Abandoned Wet Well or Valve Vault		CY	\$ 50.00	\$ -
28	2.15	Remove Fillet from Bottom of Wet Well	10	CF	\$ 200.00	\$ 2,000.00
SECTION 2 Subtotal						\$ 6,107.18
SECTION 3 - SITE WORK						
29	3.01	F & I Temporary By-pass Pumps and Piping (up to 50,000 gpd)		DAYS	\$ 50.00	\$ -
30	3.02	F & I Temporary By-pass Pumps and Piping (50,001 gpd to 250,000 gpd)		DAYS	\$ 200.00	\$ -
31	3.03	F & I Temporary By-pass Pumps and Piping (250,001 to 1.0 mgd)	20	DAYS	\$ 225.00	\$ 4,500.00
32	3.04	F & I Temporary By-pass Pumps and Piping (over 1.0 mgd)	30	DAYS	\$ 250.00	\$ 7,500.00
33	3.05	Operate and Maintain Temporary By-pass System (up to 50,000 gpd)		DAYS	\$ 50.00	\$ -
34	3.06	Operate and Maintain Temporary By-pass System (50,001 gpd to 250,000 gpd)		DAYS	\$ 150.00	\$ -

Project: Pompano Beach LS 84 (Park north of Canal Pointe)
 Date: 8/19/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
35	3.07	Operate and Maintain Temporary By-pass System (250,001 gpd to 1.0 mgd)	20	DAYS	\$ 175.00	\$ 3,500.00
36	3.08	Operate and Maintain Temporary By-pass System (over 1.0 mgd)	30	DAYS	\$ 200.00	\$ 6,000.00
37	3.09	Exploratory Excavation		EA	\$ 1,000.00	\$ -
38	3.10	Furnish and Install Temporary Line Stop (4" to 6")		EA	\$ 1,750.00	\$ -
39	3.11	Furnish and Install Temporary Line Stop (6" to 12")		EA	\$ 3,000.00	\$ -
40	3.12	Furnish and Install Temporary Line Stop (14" to 24")		EA	\$ 8,000.00	\$ -
41	3.13	8 inch Lime Rock Base Course including Sub-base Preparation		CY	\$ 165.00	\$ -
42	3.14	12 inch Lime Rock Base Course including Sub-base Preparation		CY	\$ 200.00	\$ -
43	3.15	Saw Cut Asphalt Paving		LF	\$ 5.00	\$ -
44	3.16	1 inch Asphalt Concrete Pavement		SY	\$ 10.00	\$ -
45	3.17	Furnish and Install 3/4 inch Washed Rock over Weed Barrier		SY	\$ 22.00	\$ -
46	3.18	Furnish and Install Seed and Mulch		SY	\$ 3.00	\$ -
47	3.19	Furnish and Install Bahia Sod		SY	\$ 5.00	\$ -
48	3.20	Furnish and Install Floratam Sod		SY	\$ 7.00	\$ -
49	3.21	Furnish and Install Pipe Bollards		EA	\$ 300.00	\$ -
50	3.22	Relocate Existing Chain Link Fence		LF	\$ 10.00	\$ -
51	3.23	Furnish and Install New 6-foot Chain Link Fence		LF	\$ 40.00	\$ -
52	3.24	Furnish and Install 12-foot Chain Link Swing Gate		EA	\$ 2,000.00	\$ -
SECTION 3 Subtotal						\$ 21,500.00
SECTION 4 NEW AND REHABILITATED CONCRETE WORK						
53	4.01	Saw Cut Concrete up to 12 inches thick	14	LF	\$ 30.00	\$ 420.00
54	4.02	Saw Cut Concrete > 12 inches ≤ 24 inches thick		LF	\$ 35.00	\$ -
55	4.03	Core Hole in Concrete up to 12 inches thick (6 inch to 12 inch diameter)		EA	\$ 400.00	\$ -
56	4.04	Core Hole in Concrete up to 12 inches thick (over 12 inch diameter)	3	EA	\$ 750.00	\$ 2,250.00
57	4.05	Furnish and Install Precast Wet Well Structure (6 foot diameter)		VF	\$ 1,500.00	\$ -
58	4.06	Furnish and Install Precast Wet Well Structure (8 foot diameter)		VF	\$ 2,000.00	\$ -
59	4.07	Furnish and Install Precast Wet Well Structure (10 foot diameter)		VF	\$ 2,200.00	\$ -
60	4.08	Furnish and Install Precast Wet Well Structure (12 foot diameter)		VF	\$ 2,400.00	\$ -
61	4.09	Furnish and Install Wet Well Precast Top Slab with 2.5 foot x 4.5 foot Hatch (6 foot diameter)		EA	\$ 6,000.00	\$ -
62	4.10	Furnish and Install Wet Well Precast Top Slab with 3 foot x 6 foot Hatch (8 foot diameter)		EA	\$ 6,500.00	\$ -
63	4.11	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (10 foot diameter)		EA	\$ 6,700.00	\$ -
64	4.12	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (12 foot diameter)		EA	\$ 6,900.00	\$ -
65	4.13	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 47"	1	EA	\$ 1,300.00	\$ 1,300.00
66	4.14	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 53"		EA	\$ 1,400.00	\$ -
67	4.15	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 71"		EA	\$ 1,700.00	\$ -
68	4.16	Furnish and Install Retrofit Hatch (TPD - 300 psf) 59" x 59"		EA	\$ 1,800.00	\$ -
69	4.17	Furnish and Install Wet Well Fillet	10	CF	\$ 200.00	\$ 2,000.00
70	4.18	Furnish and Install 4.5 foot x 7.0 foot Precast Meter Vault		EA	\$ 11,500.00	\$ -
71	4.19	Furnish and Install 5.5 foot x 8.0 foot Precast Meter Vault		EA	\$ 12,500.00	\$ -

Project: Pompano Beach LS 84 (Park north of Canal Pointe)
 Date: 8/19/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measura	Unit Price	Total Price
73	4.21	Furnish and Install 5.0 foot x 5.0 foot Precast Meter Vault		EA	\$ 10,500.00	\$ -
74	4.22	Furnish and Install 6.0 foot x 6.0 foot Precast Meter Vault		EA	\$ 12,500.00	\$ -
75	4.23	Wet Well and Manhole Interior Surface Preparation	672	SF	\$ 2.00	\$ 1,344.00
76	4.24	Furnish and Install Wet Well and Manhole Cementitious Coating - Brick Structures		SF	\$ 9.00	\$ -
77	4.25	Furnish and Install Wet Well and Manhole Cementitious Coating - Precast Structures		SF	\$ 5.00	\$ -
78	4.26	Furnish and Install Wet Well and Manhole Level II Coating (Sewper Coat or BASF SP15)	672	SF	\$ 5.00	\$ 3,360.00
79	4.27	Furnish and Install Wet Well and Manhole Level III Coating (BASF Sewer Guard HBS 100 Epoxy Liner)	672	SF	\$ 10.00	\$ 6,720.00
80	4.28	Furnish and Install Bituminastic Coating		SF	\$ 4.00	\$ -
81	4.29	Furnish and Install Precast Manhole, 4 foot diameter, 6 feet to 10 feet deep		EA	\$ 8,000.00	\$ -
82	4.30	Furnish and Install Precast Manhole, 4 foot diameter, 10 feet to 14 feet deep		EA	\$ 10,000.00	\$ -
83	4.31	Furnish and Install Precast Manhole, 4 foot diameter, 14 feet to 18 feet deep		EA	\$ 14,000.00	\$ -
84	4.32	Furnish and Install Precast Manhole, 4 foot diameter, over 18 feet deep		EA	\$ 15,000.00	\$ -
85	4.33	Furnish and Install Reinforced Concrete Slab on Grade (up to 12 inches thick)		CY	\$ 300.00	\$ -
86	4.34	Furnish and Install Reinforced Formed Concrete		CY	\$ 300.00	\$ -
87	4.35	Furnish and Install Miscellaneous Unreinforced Formed Concrete		CY	\$ 200.00	\$ -
88	4.36	Form and Pour Concrete Sidewalk (6 inch thick unreinforced)		SY	\$ 40.00	\$ -
89	4.37	Furnish and Install Flowable Fill		CY	\$ 200.00	\$ -
90	4.38	Furnish Concrete Pump		HRS	\$ 300.00	\$ -
SECTION 4 Subtotal						\$ 17,394.00
SECTION 5 PIPING AND VALVES						
91	5.01	Furnish and Install 4 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 2,000.00	\$ -
92	5.02	Furnish and Install 6 inch FLG Plug Valve with Stainless Steel Accessories	2	EA	\$ 3,000.00	\$ 6,000.00
93	5.03	Furnish and Install 8 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,200.00	\$ -
94	5.04	Furnish and Install 10 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,500.00	\$ -
95	5.05	Furnish and Install 4 inch Check Valve with Stainless Steel Accessories		EA	\$ 3,000.00	\$ -
96	5.06	Furnish and Install 6 inch Check Valve with Stainless Steel Accessories	2	EA	\$ 4,000.00	\$ 8,000.00
97	5.07	Furnish and Install 8 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,500.00	\$ -
98	5.08	Furnish and Install 10 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,700.00	\$ -
99	5.09	Furnish and Install 4 inch Pump Out Connection		EA	\$ 2,000.00	\$ -
100	5.10	Furnish and Install 6 inch Pump Out Connection		EA	\$ 4,000.00	\$ -
101	5.11	Furnish and Install 4 inch MJ Plug Valve with Accessories		EA	\$ 3,800.00	\$ -
102	5.12	Furnish and Install 6 inch MJ Plug Valve with Accessories		EA	\$ 4,000.00	\$ -
103	5.13	Furnish and Install 8 inch MJ Plug Valve with Accessories		EA	\$ 4,500.00	\$ -
104	5.14	Furnish and Install 10 inch MJ Plug Valve with Accessories		EA	\$ 4,600.00	\$ -
105	5.15	Furnish and Install 4 inch Flanged DI Piping		LF	\$ 100.00	\$ -
106	5.16	Furnish and Install 6 inch Flanged DI Piping	55	LF	\$ 150.00	\$ 8,250.00

Project: Pompano Beach LS 84 (Park north of Canal Pointe)
 Date: 8/19/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate

CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
107	5.17	Furnish and Install 8 inch Flanged DI Piping		LF	\$ 160.00	\$ -
108	5.18	Furnish and Install 10 inch Flanged DI Piping		LF	\$ 170.00	\$ -
109	5.19	Furnish and Install 4 inch MJ Flexible Joint		EA	\$ 1,800.00	\$ -
110	5.20	Furnish and Install 6 inch MJ Flexible Joint		EA	\$ 2,700.00	\$ -
111	5.21	Furnish and Install 8 inch MJ Flexible Joint		EA	\$ 3,400.00	\$ -
112	5.22	Furnish and Install 10 inch MJ Flexible Joint		EA	\$ 4,500.00	\$ -
113	5.23	Furnish and Install Pump Base Elbow and County Supplied Pumps (4 inch Discharge)	2	EA	\$ 2,000.00	\$ 4,000.00
114	5.24	Furnish and Install Pump Base Elbow and County Supplied Pumps (6 inch Discharge)		EA	\$ 2,100.00	\$ -
115	5.25	Furnish and Install Pump Base Elbow and County Supplied Pumps (8 inch Discharge)		EA	\$ 2,200.00	\$ -
116	5.26	Furnish and Install Stainless Steel Float Hanger Bracket	1	EA	\$ 250.00	\$ 250.00
117	5.27	Furnish and Install Wet Well Vent		EA	\$ 3,000.00	\$ -
118	5.28	Furnish and Install 2 inch Water Service		EA	\$ 3,000.00	\$ -
119	5.29	Furnish and Install 2 inch Back Flow Prevention Device		EA	\$ 2,000.00	\$ -
120	5.30	Furnish and Install 4 inch DIP Mechanical Joint Force Main		LF	\$ 50.00	\$ -
121	5.31	Furnish and Install 6 inch DIP Mechanical Joint Force Main		LF	\$ 55.00	\$ -
122	5.32	Furnish and Install 8 inch DIP Mechanical Joint Force Main		LF	\$ 60.00	\$ -
123	5.33	Furnish and Install 10 inch DIP Mechanical Joint Force Main		LF	\$ 65.00	\$ -
124	5.34	Furnish and Install MJ DIP Force Main Fittings and Accessories	159.2	LBS	\$ 15.00	\$ 2,388.00
125	5.35	Furnish and Install 8 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)		LF	\$ 75.00	\$ -
126	5.36	Furnish and Install 8 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)		LF	\$ 100.00	\$ -
127	5.37	Furnish and Install 8 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)		LF	\$ 150.00	\$ -
128	5.38	Furnish and Install 10 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)		LF	\$ 80.00	\$ -
129	5.39	Furnish and Install 10 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)		LF	\$ 105.00	\$ -
130	5.40	Furnish and Install 10 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)		LF	\$ 155.00	\$ -
131	5.41	Furnish and Install 10 inch PVC Sanitary Sewer (C-900) (over 18 feet deep)		LF	\$ 200.00	\$ -
132	5.42	Furnish and Install Connection to Existing Force Main - 6 inch	1	EA	\$ 3,000.00	\$ 3,000.00
133	5.43	Furnish and Install Connection to Existing Force Main - 8 inch		EA	\$ 3,200.00	\$ -
134	5.44	Furnish and Install Connection to Existing Force Main - 10 inch		EA	\$ 3,400.00	\$ -
135	5.45	Furnish and Install Connection to Existing Force Main - 12 inch		EA	\$ 3,600.00	\$ -
136	5.46	Furnish and Install 3" PVC Valve Vault Drain Assembly		EA	\$ 3,500.00	\$ -
137	5.47	Furnish and Install Flanged DIP Fittings	518.3	LBS	\$ 7.00	\$ 3,628.10
138	5.48	Grout Abandon Lines		CY	\$ 200.00	\$ -
139	5.49	Furnish and Install Pressure Gauge Assembly	1	EA	\$ 2,500.00	\$ 2,500.00

Project: Pompano Beach LS 84 (Park north of Canal Pointe)
 Date: 8/19/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
SECTION 5 Subtotal						\$ 38,016.10
SECTION 6 ELECTRICAL WORK						
140	6.01	Remove Existing Control Panel	1	EA	\$ 3,500.00	\$ 3,500.00
141	6.02	Remove Existing Electric Meter		EA	\$ 3,500.00	\$ -
142	6.03	Relocate Existing Control Panel (up to 30 feet)		EA	\$ 12,000.00	\$ -
143	6.04	Relocate Existing Electric Meter (up to 30 feet)		EA	\$ 5,000.00	\$ -
144	6.05	Install County Supplied Control Panel - up to 10 HP		EA	\$ 14,000.00	\$ -
145	6.06	Install County Supplied Control Panel - over 10 HP to 20 HP	1	EA	\$ 15,000.00	\$ 15,000.00
146	6.07	Install County Supplied Control Panel - over 20 HP to 40 HP		EA	\$ 15,100.00	\$ -
147	6.08	Install County Supplied Control Panel - 50 HP to 100 HP		EA	\$ 15,200.00	\$ -
148	6.09	Furnish and Install 3/4 inch Bubbler System Piping, Fittings and Appurtenances	1	EA	\$ 3,000.00	\$ 3,000.00
149	6.10	Furnish and Install Connection/Isolation Panel	1	EA	\$ 5,000.00	\$ 5,000.00
150	6.11	Furnish and Install 200 AMP Electrical Service to Lift Station		LF	\$ 70.00	\$ -
151	6.12	Furnish and Install 400 AMP Electrical Service to Lift Station		LF	\$ 80.00	\$ -
152	6.13	Furnish and Install 200A Emergency Connection/Transfer Panel		EA	\$ 1,500.00	\$ -
153	6.14	Furnish and Install 400A Emergency Connection/Transfer Panel		EA	\$ 2,000.00	\$ -
154	6.15	Furnish and Install Temporary Electrical Service		EA	\$ 2,500.00	\$ -
155	6.16	Furnish and Install Temporary Control Panel		EA	\$ 2,000.00	\$ -
156	6.17	Furnish and Install 3 inch Aluminum Conduit		LF	\$ 10.00	\$ -
157	6.18	Furnish and Install 2 inch Aluminum Conduit		LF	\$ 7.00	\$ -
158	6.19	Furnish and Install 1-1/2 inch Aluminum Conduit		LF	\$ 5.00	\$ -
159	6.20	Furnish and Install 1 inch Aluminum Conduit		LF	\$ 4.00	\$ -
160	6.21	Furnish and Install 2 inch PVC Conduit		LF	\$ 4.00	\$ -
161	6.22	Furnish and Install 1 inch PVC Conduit		LF	\$ 2.00	\$ -
162	6.23	Furnish and Install 2 inch Aluminum Pole for SCADA Antenna (max 20 feet)		EA	\$ 2,000.00	\$ -
SECTION 6 Subtotal						\$ 26,500.00
Subtotal						\$ 226,220.28
Owner's Contingency						\$ 22,000.00
Total						\$ 248,220.28

Project: Pompano Beach LS 84 (Park north of Canal Pointe)
 Date: 8/19/2015, Rev. 10-27-15
 Bid No.: Y118090881
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s) Description	Quantity	Unit of Measure	Unit Price	Total Price

Abbreviations:

CY= Cubic Yard SF = Square Foot SY= Square Yard EA = Each VF = Vertical Foot LF = Linear Foot HRS = Hours
 LBS = Pounds TN = Ton

Trench Safety Act applies to this bid solicitation. The Bidder should complete and submit the Trench Safety Act Certification (Form 004546-2) with the bid but must complete and submit within five (5) calendar days of request by COUNTY and prior to award to be considered responsive.

DATE PREPARED: Rev. 10-27-15

PREPARED BY (NAME OF PREPARER): Lawrence Shortz

NAME OF COMPANY: Trio Development Corp.

AUTHORIZED SIGNATURE: 

Attachment A

1.13 Pass Through Parts and Materials

Pompano Beach LS 84

	Amount
Pumps and panel	\$69,136.00
R&R generator rails	\$5,300.00
R&R automatic transfer switch	\$11,500.00
Leak repair	\$4,200.00
40 HRS Link Belt hydraulic crane @ \$88.17	\$14,107.00
Subtotal	\$104,243.00

Weights for Ductile Iron pipe, flanged and mechanical joint fittings and accessories

Pompano Beach LS 84

Bid Item 5.47 Furnish and install flanged DIP fittings

Description	Qty.	4" Lbs. ea.	Qty.	6" lbs. ea.	Qty.	8" lbs. ea.	Qty.	10" lbs. ea.	Sub Total in lbs.	Dollars
Flange x Mj adapter		26	2	36		50		60	72	
Flg ecc. Reducers		30	2	45		75		110	90	
Flg 90's		45	3	65		105		165	195	
Flg 45's		40		55		90		130	0	
Flg 22.5		40		55		90		135	0	
Flg 11.25		40		55		90		135	0	
Flg Tees		65	1	95		155		270	95	
Flg Cross		80		120		195		330	0	
Flg Bolt sets		3.2	13	5.1		5.4		12	66.3	
									Total in pounds	518.3
									Bid item 5.47 Total x \$7.00	\$ 3,628.10

Bid Item 5.34 Furnish and install MJ Dip Force main Fittings and accessories

Description	Qty.	4" Lbs. ea.	Qty.	6" Lbs. ea.	Qty.	8" Lbs. ea.	Qty.	10" lbs. ea.	Sub total in lbs.	Dollars
MJ Sleeves		25	1	39		55		68	39	
MJ 90		22	1	49		64		102	49	
MJ 45		20		39		56		78	0	
MJ 22.5		18		31		50		66	0	
MJ 11.25		18		29		45		59	0	
MJ Tee		35		66		90		132	0	
MJ Wye		45		82		117		184	0	
MJ Cross		45		79		112		156	0	
MJ Reducer		18		28		39		54	0	
Mega Lug gland		4.6	4	11.8		14.9		23.9	47.2	
MJ accessories		4	4	6		6		8	24	
									Total in Pounds	159.1
									Bid Item 5.34 Total x \$15.00	\$ 2,388.00

2.05 Remove existing iron pipe and fittings in wet wells and vaults

Description	Qty.	4" Lbs. ea.	Qty.	6" Lbs. ea.	Qty.	8" Lbs. ea.	Qty.	10" Lbs. ea.	Subtotal in Lbs.	Dollars
Feet of Pipe		13.8	55	21.4		30.1		39.2	1177	
Flanges		13	17	17		28		38	289	
									677.5	
									Total in Pounds	2143.5
									Bid item 2.05 Total x \$100.00 per ton	\$ 107.18

Breakdown for Labor and Equipment Items

Pompano Beach LS 84

Task Description	1.07 Provide Foreperson/Hr.	1.08 Provide Laborer/Hr.	1.10 Provide Backhoe/ Day
Plug well, assist vactor truck	6	12	
Remove 3/4" Rock			
Remove RTU Mast			
Remove Pumps	4	4	1
R&R Floats or controls	5	10	
White Line and call in locates			
Permitting application process			
FPI Coordination			
Chip Electric out from existing top slab			
Plug existing abandoned penetrations	2	4	
Remove Bubbler and tubing	2	2	
Extend upper guide rail brackets	4	4	
Irrigation repair			
Install hand Hole			
Install Meter Box			
Import and grade 18 yards of fill material, repair irrigation			
Clear and grub, backfill and regrade around north, south and west sides of station			
Cut Driveway subgrade			
Cut out and grade for 3/4" rock			
Grade east swale for sod 2			
Balance of grading for sod			
Pick up and Install FPL handhole, riser stub, partial removal of FPL drop			
Clean Pump Impellers and volutes			
Remove and replace bad pump #2			
Remove Influent valve			
Disconnect/reconnect electrical switch south of panels			
Install temporary pump-out connection			
Excavate & backfill for line stop			
Crane operator	40		
Roof repair around new hatch	6	12	
Subtotal	69	48	1

Project: Pompao LS 86
Date: 8/31/2015, Rev. 10-27-15
Bid No.: Y1180908B1
Lift Station Rehabilitation and Repair
Using Agency: Water and Wastewater Services
Purchasing Agent: Ilyse S. Valdivia

Contractor:
Trio Development Corp.
1701 N.W. 22nd. Ct.
Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
SECTION 1 - GENERAL CONDITIONS						
1	1.01	Mobilization for Routine Work Order under \$5,000.00		EA	\$200.00	\$ -
2	1.02	Mobilization for Routine Work Order from \$5,000.01 to \$25,000.00		EA	\$500.00	\$ -
3	1.03	Mobilization for Routine Work Order over \$25,000.01	1	EA	\$1,500.00	\$ 1,500.00
4	1.04	Mobilization for Urgent Work Order under \$5,000.00		EA	\$200.00	\$ -
5	1.05	Mobilization for Urgent Work Order from \$5,000.01 to \$25,000.00		EA	\$500.00	\$ -
6	1.06	Mobilization for Urgent Work Order over \$25,000.01		EA	\$1,500.00	\$ -
7	1.07	Provide Foreperson	400	HRS	\$100.00	\$ 40,000.00
8	1.08	Provide Laborer / Crewperson	680	HRS	\$45.00	\$ 30,600.00
9	1.09	Furnish Combination Cleaner Truck		HRS	\$175.00	\$ -
10	1.10	Provide Backhoe		DAYS	\$500.00	\$ -
11	1.11	Project Planning Cost (When no work order is issued)		EA	\$350.00	\$ -
12	1.12	Pass-thru for Non-County Agency Permits and Fees per Attachment "A"		Allowance		
13	1.13	Pass-Thru for Parts and Materials as per Attachment "A"		Allowance		\$ 102,724.00
14	1.14	Pass-Thru for Florida Power and Light		Allowance		
SECTION 1 Subtotal						\$ 174,824.00
SECTION 2 - DEMOLITION, REMOVAL AND DISPOSAL						
15	2.01	Demolish Slab on Grade, ≤ 8 inches thick		SF	\$ 10.00	\$ -
16	2.02	Demolish Slab over Wet Well or Vault > 8 inches ≤ 12 inches thick		SF	\$ 20.00	\$ -
167	2.03	Demolish and Remove Asphalt Paving		SF	\$ 10.00	\$ -
17	2.04	Demolish Valve Vault and Top Slab		EA	\$ 3,000.00	\$ -
18	2.05	Remove existing Iron Piping and Fittings in Wet Wells or Vaults		TN	\$ 100.00	\$ -
19	2.06	Remove existing Iron Piping and Fittings below Grade, including Excavation, Temporary Restraint, Backfilling, Compaction, and Restoration		TN	\$ 100.00	\$ -
20	2.07	Remove existing Valves (10 inches and under) below Grade, including Excavation, Backfilling, Compaction and Restoration		EA	\$ 100.00	\$ -
170	2.08	Remove existing Valves (10 inches and under) in Wet Wells or Vaults		EA	\$ 500.00	\$ -
169	2.09	Remove existing Pump Base Ells and Rails		EA	\$ 1,000.00	\$ -
23	2.10	Remove existing Chain Link Fence		LF	\$ 5.00	\$ -
24	2.11	Plug and Prepare Abandoned Pipe for Grout Filling		EA	\$ 100.00	\$ -
25	2.12	Grout Fill Abandoned Pipe		CY	\$ 200.00	\$ -
26	2.13	Demolish Wet Well (6' or 8' diameter)		VF	\$ 200.00	\$ -
27	2.14	Fill in Abandoned Wet Well or Valve Vault		CY	\$ 50.00	\$ -
28	2.15	Remove Fillet from Bottom of Wet Well		CF	\$ 200.00	\$ -
SECTION 2 Subtotal						\$ -
SECTION 3 - SITE WORK						
29	3.01	F & I Temporary By-pass Pumps and Piping (up to 50,000 gpd)		DAYS	\$ 50.00	\$ -
30	3.02	F & I Temporary By-pass Pumps and Piping (50,001 gpd to 250,000 gpd)		DAYS	\$ 200.00	\$ -
31	3.03	F & I Temporary By-pass Pumps and Piping (250,001 to 1.0 mgd)		DAYS	\$ 225.00	\$ -
32	3.04	F & I Temporary By-pass Pumps and Piping (over 1.0 mgd)	70	DAYS	\$ 250.00	\$ 17,500.00
33	3.05	Operate and Maintain Temporary By-pass System (up to 50,000 gpd)		DAYS	\$ 50.00	\$ -
34	3.06	Operate and Maintain Temporary By-pass System (50,001 gpd to 250,000 gpd)		DAYS	\$ 150.00	\$ -

Project: Pompao LS 86
 Date: 8/31/2015, Rev. 10-27-15
 Bid No.: Y118090881
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
35	3.07	Operate and Maintain Temporary By-pass System (250,001 gpd to 1.0 mgd)		DAYS	\$ 175.00	\$ -
36	3.08	Operate and Maintain Temporary By-pass System (over 1.0 mgd)	70	DAYS	\$ 200.00	\$ 14,000.00
37	3.09	Exploratory Excavation		EA	\$ 1,000.00	\$ -
38	3.10	Furnish and Install Temporary Line Stop (4" to 6")		EA	\$ 1,750.00	\$ -
39	3.11	Furnish and Install Temporary Line Stop (8" to 12")		EA	\$ 3,000.00	\$ -
40	3.12	Furnish and Install Temporary Line Stop (14" to 24")		EA	\$ 8,000.00	\$ -
41	3.13	8 inch Lime Rock Base Course including Sub-base Preparation		CY	\$ 165.00	\$ -
42	3.14	12 inch Lime Rock Base Course including Sub-base Preparation		CY	\$ 200.00	\$ -
43	3.15	Saw Cut Asphalt Paving		LF	\$ 5.00	\$ -
44	3.16	1 inch Asphalt Concrete Pavement		SY	\$ 10.00	\$ -
45	3.17	Furnish and Install 3/4 inch Washed Rock over Weed Barrier		SY	\$ 22.00	\$ -
46	3.18	Furnish and Install Seed and Mulch		SY	\$ 3.00	\$ -
47	3.19	Furnish and Install Bahia Sod		SY	\$ 5.00	\$ -
48	3.20	Furnish and Install Floratam Sod	167	SY	\$ 7.00	\$ 1,169.00
49	3.21	Furnish and Install Pipe Bollards		EA	\$ 300.00	\$ -
50	3.22	Relocate Existing Chain Link Fence		LF	\$ 10.00	\$ -
51	3.23	Furnish and Install New 6-foot Chain Link Fence		LF	\$ 40.00	\$ -
52	3.24	Furnish and Install 12-foot Chain Link Swing Gate		EA	\$ 2,000.00	\$ -
SECTION 3 Subtotal						\$ 32,669.00
SECTION 4 - NEW AND REHABILITATED CONCRETE WORK						
53	4.01	Saw Cut Concrete up to 12 inches thick		LF	\$ 30.00	\$ -
54	4.02	Saw Cut Concrete > 12 inches ≤ 24 inches thick		LF	\$ 35.00	\$ -
55	4.03	Core Hole in Concrete up to 12 inches thick (6 inch to 12 inch diameter)	1	EA	\$ 400.00	\$ 400.00
56	4.04	Core Hole in Concrete up to 12 inches thick (over 12 inch diameter)		EA	\$ 750.00	\$ -
57	4.05	Furnish and Install Precast Wet Well Structure (6 foot diameter)		VF	\$ 1,500.00	\$ -
58	4.06	Furnish and Install Precast Wet Well Structure (8 foot diameter)		VF	\$ 2,000.00	\$ -
59	4.07	Furnish and Install Precast Wet Well Structure (10 foot diameter)		VF	\$ 2,200.00	\$ -
60	4.08	Furnish and Install Precast Wet Well Structure (12 foot diameter)		VF	\$ 2,400.00	\$ -
61	4.09	Furnish and Install Wet Well Precast Top Slab with 2.5 foot x 4.5 foot Hatch (6 foot diameter)		EA	\$ 6,000.00	\$ -
62	4.10	Furnish and Install Wet Well Precast Top Slab with 3 foot x 6 foot Hatch (8 foot diameter)		EA	\$ 6,500.00	\$ -
63	4.11	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (10 foot diameter)		EA	\$ 6,700.00	\$ -
64	4.12	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (12 foot diameter)		EA	\$ 6,900.00	\$ -
65	4.13	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 47"		EA	\$ 1,300.00	\$ -
66	4.14	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 53"		EA	\$ 1,400.00	\$ -
67	4.15	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 71"		EA	\$ 1,700.00	\$ -
68	4.16	Furnish and Install Retrofit Hatch (TPD - 300 psf) 59" x 59"		EA	\$ 1,800.00	\$ -
69	4.17	Furnish and Install Wet Well Fillet		CF	\$ 200.00	\$ -
70	4.18	Furnish and Install 4.5 foot x 7.0 foot Precast Meter Vault		EA	\$ 11,500.00	\$ -
71	4.19	Furnish and Install 5.5 foot x 8.0 foot Precast Meter Vault		EA	\$ 12,500.00	\$ -

Project: Pompao LS 86
 Date: 8/31/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate

CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
73	4.21	Furnish and Install 5.0 foot x 5.0 foot Precast Meter Vault		EA	\$ 10,500.00	\$ -
74	4.22	Furnish and Install 6.0 foot x 6.0 foot Precast Meter Vault		EA	\$ 12,500.00	\$ -
75	4.23	Wet Well and Manhole Interior Surface Preparation		SF	\$ 2.00	\$ -
76	4.24	Furnish and Install Wet Well and Manhole Cementitious Coating - Brick Structures		SF	\$ 9.00	\$ -
77	4.25	Furnish and Install Wet Well and Manhole Cementitious Coating - Precast Structures		SF	\$ 5.00	\$ -
78	4.26	Furnish and Install Wet Well and Manhole Level II Coating (Sewper Coat or BASF SP15)		SF	\$ 5.00	\$ -
79	4.27	Furnish and Install Wet Well and Manhole Level III Coating (BASF Sewer Guard HBS 100 Epoxy Liner)		SF	\$ 10.00	\$ -
80	4.28	Furnish and Install Bituminastic Coating		SF	\$ 4.00	\$ -
81	4.29	Furnish and Install Precast Manhole, 4 foot diameter, 6 feet to 10 feet deep		EA	\$ 8,000.00	\$ -
82	4.30	Furnish and Install Precast Manhole, 4 foot diameter, 10 feet to 14 feet deep		EA	\$ 10,000.00	\$ -
83	4.31	Furnish and Install Precast Manhole, 4 foot diameter, 14 feet to 18 feet deep		EA	\$ 14,000.00	\$ -
84	4.32	Furnish and Install Precast Manhole, 4 foot diameter, over 18 feet deep		EA	\$ 15,000.00	\$ -
85	4.33	Furnish and Install Reinforced Concrete Slab on Grade (up to 12 inches thick)		CY	\$ 300.00	\$ -
86	4.34	Furnish and Install Reinforced Formed Concrete		CY	\$ 300.00	\$ -
87	4.35	Furnish and Install Miscellaneous Unreinforced Formed Concrete		CY	\$ 200.00	\$ -
88	4.36	Form and Pour Concrete Sidewalk (6 inch thick unreinforced)		SY	\$ 40.00	\$ -
89	4.37	Furnish and Install Flowable Fill		CY	\$ 200.00	\$ -
90	4.38	Furnish Concrete Pump		HRS	\$ 300.00	\$ -
SECTION 4 Subtotal						\$ 400.00
SECTION 5: PIPING AND VALVES						
91	5.01	Furnish and Install 4 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 2,000.00	\$ -
92	5.02	Furnish and Install 6 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,000.00	\$ -
93	5.03	Furnish and Install 8 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,200.00	\$ -
94	5.04	Furnish and Install 10 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,500.00	\$ -
95	5.05	Furnish and Install 4 inch Check Valve with Stainless Steel Accessories		EA	\$ 3,000.00	\$ -
96	5.06	Furnish and Install 6 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,000.00	\$ -
97	5.07	Furnish and Install 8 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,500.00	\$ -
98	5.08	Furnish and Install 10 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,700.00	\$ -
99	5.09	Furnish and Install 4 inch Pump Out Connection		EA	\$ 2,000.00	\$ -
100	5.10	Furnish and Install 6 inch Pump Out Connection		EA	\$ 4,000.00	\$ -
101	5.11	Furnish and Install 4 inch MJ Plug Valve with Accessories		EA	\$ 3,800.00	\$ -
102	5.12	Furnish and Install 6 inch MJ Plug Valve with Accessories		EA	\$ 4,000.00	\$ -
103	5.13	Furnish and Install 8 inch MJ Plug Valve with Accessories		EA	\$ 4,500.00	\$ -
104	5.14	Furnish and Install 10 inch MJ Plug Valve with Accessories		EA	\$ 4,600.00	\$ -
105	5.15	Furnish and Install 4 inch Flanged DI Piping		LF	\$ 100.00	\$ -
106	5.16	Furnish and Install 6 inch Flanged DI Piping		LF	\$ 150.00	\$ -

Project: Pompao LS 86
Date: 8/31/2015, Rev. 10-27-15
Bid No.: Y1180908B1
Lift Station Rehabilitation and Repair
Using Agency: Water and Wastewater Services
Purchasing Agent: Ilyse S. Valdivia

Contractor:
Trio Development Corp.
1701 N.W. 22nd. Ct.
Pompano Beach Fl. 33069

Invoice number:

Project Estimate

CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
107	5.17	Furnish and Install 8 inch Flanged DI Piping		LF	\$ 160.00	\$ -
108	5.18	Furnish and Install 10 inch Flanged DI Piping		LF	\$ 170.00	\$ -
109	5.19	Furnish and Install 4 inch MJ Flexible Joint		EA	\$ 1,800.00	\$ -
110	5.20	Furnish and Install 6 inch MJ Flexible Joint		EA	\$ 2,700.00	\$ -
111	5.21	Furnish and Install 8 inch MJ Flexible Joint		EA	\$ 3,400.00	\$ -
112	5.22	Furnish and Install 10 inch MJ Flexible Joint		EA	\$ 4,500.00	\$ -
113	5.23	Furnish and Install Pump Base Elbow and County Supplied Pumps (4 inch Discharge)		EA	\$ 2,000.00	\$ -
114	5.24	Furnish and Install Pump Base Elbow and County Supplied Pumps (6 inch Discharge)		EA	\$ 2,100.00	\$ -
115	5.25	Furnish and Install Pump Base Elbow and County Supplied Pumps (8 inch Discharge)		EA	\$ 2,200.00	\$ -
116	5.26	Furnish and Install Stainless Steel Float Hanger Bracket		EA	\$ 250.00	\$ -
117	5.27	Furnish and Install Wet Well Vent		EA	\$ 3,000.00	\$ -
118	5.28	Furnish and Install 2 inch Water Service		EA	\$ 3,000.00	\$ -
119	5.29	Furnish and Install 2 inch Back Flow Prevention Device		EA	\$ 2,000.00	\$ -
120	5.30	Furnish and Install 4 inch DIP Mechanical Joint Force Main		LF	\$ 50.00	\$ -
121	5.31	Furnish and Install 6 inch DIP Mechanical Joint Force Main		LF	\$ 55.00	\$ -
122	5.32	Furnish and Install 8 inch DIP Mechanical Joint Force Main		LF	\$ 60.00	\$ -
123	5.33	Furnish and Install 10 inch DIP Mechanical Joint Force Main		LF	\$ 65.00	\$ -
124	5.34	Furnish and Install MJ DIP Force Main Fittings and Accessories		LBS	\$ 15.00	\$ -
125	5.35	Furnish and Install 8 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)		LF	\$ 75.00	\$ -
126	5.36	Furnish and Install 8 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)		LF	\$ 100.00	\$ -
127	5.37	Furnish and Install 8 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)		LF	\$ 150.00	\$ -
128	5.38	Furnish and Install 10 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)		LF	\$ 80.00	\$ -
129	5.39	Furnish and Install 10 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)		LF	\$ 105.00	\$ -
130	5.40	Furnish and Install 10 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)		LF	\$ 155.00	\$ -
131	5.41	Furnish and Install 10 inch PVC Sanitary Sewer (C-900) (over 18 feet deep)		LF	\$ 200.00	\$ -
132	5.42	Furnish and Install Connection to Existing Force Main - 6 inch		EA	\$ 3,000.00	\$ -
133	5.43	Furnish and Install Connection to Existing Force Main - 8 inch		EA	\$ 3,200.00	\$ -
134	5.44	Furnish and Install Connection to Existing Force Main - 10 inch		EA	\$ 3,400.00	\$ -
135	5.45	Furnish and Install Connection to Existing Force Main - 12 inch		EA	\$ 3,600.00	\$ -
136	5.46	Furnish and Install 3" PVC Valve Vault Drain Assembly		EA	\$ 3,500.00	\$ -
137	5.47	Furnish and Install Flanged DIP Fittings		LBS	\$ 7.00	\$ -
138	5.48	Grout Abandon Lines		CY	\$ 200.00	\$ -
139	5.49	Furnish and Install Pressure Gauge Assembly		EA	\$ 2,500.00	\$ -

Project: Pompao LS 86
 Date: 8/31/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate

CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
SECTION 5 Subtotal						\$ -
SECTION 6 - ELECTRICAL WORK						
140	6.01	Remove Existing Control Panel		EA	\$ 3,500.00	\$ -
141	6.02	Remove Existing Electric Meter		EA	\$ 3,500.00	\$ -
142	6.03	Relocate Existing Control Panel (up to 30 feet)		EA	\$ 12,000.00	\$ -
143	6.04	Relocate Existing Electric Meter (up to 30 feet)		EA	\$ 5,000.00	\$ -
144	6.05	Install County Supplied Control Panel - up to 10 HP		EA	\$ 14,000.00	\$ -
145	6.06	Install County Supplied Control Panel - over 10 HP to 20 HP		EA	\$ 15,000.00	\$ -
146	6.07	Install County Supplied Control Panel - over 20 HP to 40 HP		EA	\$ 15,100.00	\$ -
147	6.08	Install County Supplied Control Panel - 50 HP to 100 HP		EA	\$ 15,200.00	\$ -
148	6.09	Furnish and Install 3/4 inch Bubbler System Piping, Fittings and Appurtenances		EA	\$ 3,000.00	\$ -
149	6.10	Furnish and Install Connection/Isolation Panel		EA	\$ 5,000.00	\$ -
150	6.11	Furnish and Install 200 AMP Electrical Service to Lift Station		LF	\$ 70.00	\$ -
151	6.12	Furnish and Install 400 AMP Electrical Service to Lift Station		LF	\$ 80.00	\$ -
152	6.13	Furnish and Install 200A Emergency Connection/Transfer Panel		EA	\$ 1,500.00	\$ -
153	6.14	Furnish and Install 400A Emergency Connection/Transfer Panel		EA	\$ 2,000.00	\$ -
154	6.15	Furnish and Install Temporary Electrical Service		EA	\$ 2,500.00	\$ -
155	6.16	Furnish and Install Temporary Control Panel		EA	\$ 2,000.00	\$ -
156	6.17	Furnish and Install 3 inch Aluminum Conduit		LF	\$ 10.00	\$ -
157	6.18	Furnish and Install 2 inch Aluminum Conduit		LF	\$ 7.00	\$ -
158	6.19	Furnish and Install 1-1/2 inch Aluminum Conduit		LF	\$ 5.00	\$ -
159	6.20	Furnish and Install 1 inch Aluminum Conduit		LF	\$ 4.00	\$ -
160	6.21	Furnish and Install 2 inch PVC Conduit		LF	\$ 4.00	\$ -
161	6.22	Furnish and Install 1 inch PVC Conduit		LF	\$ 2.00	\$ -
162	6.23	Furnish and Install 2 inch Aluminum Pole for SCADA Antenna (max 20 feet)		EA	\$ 2,000.00	\$ -
SECTION 6 Subtotal						\$ -
Subtotal						\$ 207,893.00
Owner's Contingency						\$ 20,000.00
Total						\$ 227,893.00

Project: Pompao LS 86
Date: 8/31/2015, Rev. 10-27-15
Bid No.: Y1180908B1
Lift Station Rehabilitation and Repair
Using Agency: Water and Wastewater Services
Purchasing Agent: Ilyse S. Valdivia

Contractor:
Trio Development Corp.
1701 N.W. 22nd. Ct.
Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price

Abbreviations:

CY= Cubic Yard SF = Square Foot SY= Square Yard EA = Each VF = Vertical Foot LF = Linear Foot HRS = Hours
 LBS = Pounds TN = Ton

Trench Safety Act applies to this bid solicitation. The Bidder should complete and submit the Trench Safety Act Certification (Form 004546-2) with the bid but must complete and submit within five (5) calendar days of request by COUNTY and prior to award to be considered responsive.

DATE PREPARED: _____ Rev. 10-27-15

PREPARED BY (NAME OF PREPARER): _____ Lawrence Shortz

NAME OF COMPANY: _____ Trio Development Corp.

AUTHORIZED SIGNATURE: _____ *W S V*

Attachment A

1.13 Pass Through Parts and Materials (Estimated)

Pompano LS 86

	Amount
MOT	\$1,500.00
Temporary fence	\$1,500.00
By-pass modifications material rental	
Vactor work	\$7,350.00
Sluice gate hardware	\$650.00
Sluice gate, check valves, mega flanges and accessories	\$45,834.00
Link Belt hydraulic crane	\$21,240.00
PC Controls (allowance)	\$21,150.00
Misc.	\$3,500.00
	<hr/>
	\$102,724.00

Pompano LS 86

Sequence

- Install by-pass pumps, test.
- Plug 30" influent line to wet-well.
- Provide for existing telemetry to sense alarms from terminal man-hole, add cell phone back up system.
- Remove sluice gate and operator.
- Install new sluice gate and operator.
- Pump out wet-well into terminal man-hole.
- Vactor clean wet-well (price based upon removing 2 loads of materials at 3,200 gallons per load).
- Close lift station discharge valve, drain header, vactor clean dry well.
- Replace (4) 8" discharge plug valves.
- Replace (4) 8" influent valves.
- Flow meter repair.
- Remove influent plug, by-pass system and place station back in operation.

Project: Pompano LS 106
 Date: 8/5/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
SECTION 1 - GENERAL CONDITIONS						
1	1.01	Mobilization for Routine Work Order under \$5,000.00		EA	\$200.00	\$ -
2	1.02	Mobilization for Routine Work Order from \$5,000.01 to \$25,000.00		EA	\$500.00	\$ -
3	1.03	Mobilization for Routine Work Order over \$25,000.01	1	EA	\$1,500.00	\$ 1,500.00
4	1.04	Mobilization for Urgent Work Order under \$5,000.00		EA	\$200.00	\$ -
5	1.05	Mobilization for Urgent Work Order from \$5,000.01 to \$25,000.00		EA	\$500.00	\$ -
6	1.06	Mobilization for Urgent Work Order over \$25,000.01		EA	\$1,500.00	\$ -
7	1.07	Provide Foreperson	40	HRS	\$100.00	\$ 4,000.00
8	1.08	Provide Laborer / Crewperson	61	HRS	\$45.00	\$ 2,745.00
9	1.09	Furnish Combination Cleaner Truck	12	HRS	\$175.00	\$ 2,100.00
10	1.10	Provide Backhoe	6	DAYS	\$500.00	\$ 3,000.00
11	1.11	Project Planning Cost (When no work order is issued)		EA	\$350.00	\$ -
12	1.12	Pass-thru for Non-County Agency Permits and Fees per Attachment "A"		Allowance		
13	1.13	Pass-Thru for Parts and Materials as per Attachment "A"		Allowance		\$ 96,170.00
14	1.14	Pass-Thru for Florida Power and Light		Allowance		
SECTION 1 Subtotal						\$ 109,515.00
SECTION 2 - DEMOLITION, REMOVAL AND DISPOSAL						
15	2.01	Demolish Slab on Grade, ≤ 8 inches thick	6	SF	\$ 10.00	\$ 60.00
16	2.02	Demolish Slab over Wet Well or Vault > 8 inches ≤ 12 inches thick		SF	\$ 20.00	\$ -
167	2.03	Demolish and Remove Asphalt Paving		SF	\$ 10.00	\$ -
17	2.04	Demolish Valve Vault and Top Slab		EA	\$ 3,000.00	\$ -
18	2.05	Remove existing Iron Piping and Fittings in Wet Wells or Vaults	1.8445	TN	\$ 100.00	\$ 184.45
19	2.06	Remove existing Iron Piping and Fittings below Grade, including Excavation, Temporary Restraint, Backfilling, Compaction, and Restoration		TN	\$ 100.00	\$ -
20	2.07	Remove existing Valves (10 inches and under) below Grade, including Excavation, Backfilling, Compaction and Restoration		EA	\$ 100.00	\$ -
170	2.08	Remove existing Valves (10 inches and under) in Wet Wells or Vaults	5	EA	\$ 500.00	\$ 2,500.00
169	2.09	Remove existing Pump Base Ells and Rails	6	EA	\$ 1,000.00	\$ 6,000.00
23	2.10	Remove existing Chain Link Fence		LF	\$ 5.00	\$ -
24	2.11	Plug and Prepare Abandoned Pipe for Grout Filling		EA	\$ 100.00	\$ -
25	2.12	Grout Fill Abandoned Pipe		CY	\$ 200.00	\$ -
26	2.13	Demolish Wet Well (6' or 8' diameter)		VF	\$ 200.00	\$ -
27	2.14	Fill in Abandoned Wet Well or Valve Vault		CY	\$ 50.00	\$ -
28	2.15	Remove Fillet from Bottom of Wet Well	10	CF	\$ 200.00	\$ 2,000.00
SECTION 2 Subtotal						\$ 10,744.45
SECTION 3 - SITE WORK						
29	3.01	F & I Temporary By-pass Pumps and Piping (up to 50,000 gpd)		DAYS	\$ 50.00	\$ -
30	3.02	F & I Temporary By-pass Pumps and Piping (50,001 gpd to 250,000 gpd)		DAYS	\$ 200.00	\$ -
31	3.03	F & I Temporary By-pass Pumps and Piping (250,001 to 1.0 mgd)	40	DAYS	\$ 225.00	\$ 9,000.00
32	3.04	F & I Temporary By-pass Pumps and Piping (over 1.0 mgd)		DAYS	\$ 250.00	\$ -
33	3.05	Operate and Maintain Temporary By-pass System (up to 50,000 gpd)		DAYS	\$ 50.00	\$ -
34	3.06	Operate and Maintain Temporary By-pass System (50,001 gpd to 250,000 gpd)		DAYS	\$ 150.00	\$ -

Project: Pompano LS 106
 Date: 8/5/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate

CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
35	3.07	Operate and Maintain Temporary By-pass System (250,001 gpd to 1.0 mgd)	40	DAYS	\$ 175.00	\$ 7,000.00
36	3.08	Operate and Maintain Temporary By-pass System (over 1.0 mgd)		DAYS	\$ 200.00	\$ -
37	3.09	Exploratory Excavation	3	EA	\$ 1,000.00	\$ 3,000.00
38	3.10	Furnish and Install Temporary Line Stop (4" to 6")		EA	\$ 1,750.00	\$ -
39	3.11	Furnish and Install Temporary Line Stop (8" to 12")	1	EA	\$ 3,000.00	\$ 3,000.00
40	3.12	Furnish and Install Temporary Line Stop (14" to 24")		EA	\$ 8,000.00	\$ -
41	3.13	8 inch Lime Rock Base Course including Sub-base Preparation		CY	\$ 165.00	\$ -
42	3.14	12 inch Lime Rock Base Course including Sub-base Preparation		CY	\$ 200.00	\$ -
43	3.15	Saw Cut Asphalt Paving		LF	\$ 5.00	\$ -
44	3.16	1 inch Asphalt Concrete Pavement		SY	\$ 10.00	\$ -
45	3.17	Furnish and Install 3/4 inch Washed Rock over Weed Barrier		SY	\$ 22.00	\$ -
46	3.18	Furnish and Install Seed and Mulch		SY	\$ 3.00	\$ -
47	3.19	Furnish and Install Bahia Sod		SY	\$ 5.00	\$ -
48	3.20	Furnish and Install Floratam Sod	333	SY	\$ 7.00	\$ 2,331.00
49	3.21	Furnish and Install Pipe Bollards		EA	\$ 300.00	\$ -
50	3.22	Relocate Existing Chain Link Fence		LF	\$ 10.00	\$ -
51	3.23	Furnish and Install New 6-foot Chain Link Fence		LF	\$ 40.00	\$ -
52	3.24	Furnish and Install 12-foot Chain Link Swing Gate		EA	\$ 2,000.00	\$ -
SECTION 3 Subtotal						\$ 24,331.00
SECTION 4 - NEW AND REHABILITATED CONCRETE WORK						
53	4.01	Saw Cut Concrete up to 12 inches thick		LF	\$ 30.00	\$ -
54	4.02	Saw Cut Concrete > 12 inches ≤ 24 inches thick		LF	\$ 35.00	\$ -
55	4.03	Core Hole in Concrete up to 12 inches thick (6 inch to 12 inch diameter)	3	EA	\$ 400.00	\$ 1,200.00
56	4.04	Core Hole in Concrete up to 12 inches thick (over 12 inch diameter)	6	EA	\$ 750.00	\$ 4,500.00
57	4.05	Furnish and Install Precast Wet Well Structure (6 foot diameter)		VF	\$ 1,500.00	\$ -
58	4.06	Furnish and Install Precast Wet Well Structure (8 foot diameter)		VF	\$ 2,000.00	\$ -
59	4.07	Furnish and Install Precast Wet Well Structure (10 foot diameter)		VF	\$ 2,200.00	\$ -
60	4.08	Furnish and Install Precast Wet Well Structure (12 foot diameter)		VF	\$ 2,400.00	\$ -
61	4.09	Furnish and Install Wet Well Precast Top Slab with 2.5 foot x 4.5 foot Hatch (6 foot diameter)		EA	\$ 6,000.00	\$ -
62	4.10	Furnish and Install Wet Well Precast Top Slab with 3 foot x 6 foot Hatch (8 foot diameter)		EA	\$ 6,500.00	\$ -
63	4.11	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (10 foot diameter)		EA	\$ 6,700.00	\$ -
64	4.12	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (12 foot diameter)		EA	\$ 6,900.00	\$ -
65	4.13	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 47"		EA	\$ 1,300.00	\$ -
66	4.14	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 53"		EA	\$ 1,400.00	\$ -
67	4.15	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 71"		EA	\$ 1,700.00	\$ -
68	4.16	Furnish and Install Retrofit Hatch (TPD - 300 psf) 59" x 59"		EA	\$ 1,800.00	\$ -
69	4.17	Furnish and Install Wet Well Fillet	10	CF	\$ 200.00	\$ 2,000.00
70	4.18	Furnish and Install 4.5 foot x 7.0 foot Precast Meter Vault		EA	\$ 11,500.00	\$ -
71	4.19	Furnish and Install 5.5 foot x 8.0 foot Precast Meter Vault		EA	\$ 12,500.00	\$ -
72	4.20	Furnish and Install 6.5 foot x 9.0 foot Precast Meter Vault		EA	\$ 13,500.00	\$ -

Project: Pompano LS 106
 Date: 8/5/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
73	4.21	Furnish and Install 5.0 foot x 5.0 foot Precast Meter Vault		EA	\$ 10,500.00	\$ -
74	4.22	Furnish and Install 6.0 foot x 6.0 foot Precast Meter Vault		EA	\$ 12,500.00	\$ -
75	4.23	Wet Well and Manhole Interior Surface Preparation	994	SF	\$ 2.00	\$ 1,988.00
76	4.24	Furnish and Install Wet Well and Manhole Cementitious Coating - Brick Structures		SF	\$ 9.00	\$ -
77	4.25	Furnish and Install Wet Well and Manhole Cementitious Coating - Precast Structures		SF	\$ 5.00	\$ -
78	4.26	Furnish and Install Wet Well and Manhole Level II Coating (Sewper Coat or BASF SP15)	994	SF	\$ 5.00	\$ 4,970.00
79	4.27	Furnish and Install Wet Well and Manhole Level III Coating (BASF Sewer Guard HBS 100 Epoxy Liner)	994	SF	\$ 10.00	\$ 9,940.00
80	4.28	Furnish and Install Bituminastic Coating		SF	\$ 4.00	\$ -
81	4.29	Furnish and Install Precast Manhole, 4 foot diameter, 6 feet to 10 feet deep		EA	\$ 8,000.00	\$ -
82	4.30	Furnish and Install Precast Manhole, 4 foot diameter, 10 feet to 14 feet deep		EA	\$ 10,000.00	\$ -
83	4.31	Furnish and Install Precast Manhole, 4 foot diameter, 14 feet to 18 feet deep		EA	\$ 14,000.00	\$ -
84	4.32	Furnish and Install Precast Manhole, 4 foot diameter, over 18 feet deep		EA	\$ 15,000.00	\$ -
85	4.33	Furnish and Install Reinforced Concrete Slab on Grade (up to 12 inches thick)	2	CY	\$ 300.00	\$ 600.00
86	4.34	Furnish and Install Reinforced Formed Concrete		CY	\$ 300.00	\$ -
87	4.35	Furnish and Install Miscellaneous Unreinforced Formed Concrete		CY	\$ 200.00	\$ -
88	4.36	Form and Pour Concrete Sidewalk (6 inch thick unreinforced)		SY	\$ 40.00	\$ -
89	4.37	Furnish and Install Flowable Fill		CY	\$ 200.00	\$ -
90	4.38	Furnish Concrete Pump		HRS	\$ 300.00	\$ -
SECTION 4 Subtotal						\$ 25,198.00
SECTION 5 PIPING AND VALVES						
91	5.01	Furnish and Install 4 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 2,000.00	\$ -
92	5.02	Furnish and Install 6 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,000.00	\$ -
93	5.03	Furnish and Install 8 inch FLG Plug Valve with Stainless Steel Accessories	2	EA	\$ 3,200.00	\$ 6,400.00
94	5.04	Furnish and install 10 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,500.00	\$ -
95	5.05	Furnish and Install 4 inch Check Valve with Stainless Steel Accessories		EA	\$ 3,000.00	\$ -
96	5.06	Furnish and Install 6 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,000.00	\$ -
97	5.07	Furnish and Install 8 inch Check Valve with Stainless Steel Accessories	2	EA	\$ 4,500.00	\$ 9,000.00
98	5.08	Furnish and Install 10 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,700.00	\$ -
99	5.09	Furnish and Install 4 inch Pump Out Connection		EA	\$ 2,000.00	\$ -
100	5.10	Furnish and Install 6 inch Pump Out Connection	1	EA	\$ 4,000.00	\$ 4,000.00
101	5.11	Furnish and Install 4 inch MJ Plug Valve with Accessories		EA	\$ 3,800.00	\$ -
102	5.12	Furnish and Install 6 inch MJ Plug Valve with Accessories		EA	\$ 4,000.00	\$ -
103	5.13	Furnish and Install 8 inch MJ Plug Valve with Accessories	1	EA	\$ 4,500.00	\$ 4,500.00
104	5.14	Furnish and Install 10 inch MJ Plug Valve with Accessories		EA	\$ 4,600.00	\$ -
105	5.15	Furnish and Install 4 inch Flanged DI Piping		LF	\$ 100.00	\$ -
106	5.16	Furnish and Install 6 inch Flanged DI Piping		LF	\$ 150.00	\$ -

Project: Pompano LS 106
Date: 8/5/2015, Rev. 10-27-15
Bid No.: Y1180908B1
Lift Station Rehabilitation and Repair
Using Agency: Water and Wastewater Services
Purchasing Agent: Ilyse S. Valdivia

Contractor:
Trio Development Corp.
1701 N.W. 22nd. Ct.
Pompano Beach Fl. 33069

Invoice number:

Project Estimate

CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
107	5.17	Furnish and Install 8 inch Flanged DI Piping	70	LF	\$ 160.00	\$ 11,200.00
108	5.18	Furnish and Install 10 inch Flanged DI Piping		LF	\$ 170.00	\$ -
109	5.19	Furnish and Install 4 inch MJ Flexible Joint		EA	\$ 1,800.00	\$ -
110	5.20	Furnish and Install 6 inch MJ Flexible Joint		EA	\$ 2,700.00	\$ -
111	5.21	Furnish and Install 8 inch MJ Flexible Joint		EA	\$ 3,400.00	\$ -
112	5.22	Furnish and Install 10 inch MJ Flexible Joint		EA	\$ 4,500.00	\$ -
113	5.23	Furnish and Install Pump Base Elbow and County Supplied Pumps (4 Inch Discharge)		EA	\$ 2,000.00	\$ -
114	5.24	Furnish and Install Pump Base Elbow and County Supplied Pumps (6 inch Discharge)	2	EA	\$ 2,100.00	\$ 4,200.00
115	5.25	Furnish and Install Pump Base Elbow and County Supplied Pumps (8 inch Discharge)		EA	\$ 2,200.00	\$ -
116	5.26	Furnish and Install Stainless Steel Float Hanger Bracket	2	EA	\$ 250.00	\$ 500.00
117	5.27	Furnish and Install Wet Well Vent		EA	\$ 3,000.00	\$ -
118	5.28	Furnish and Install 2 inch Water Service		EA	\$ 3,000.00	\$ -
119	5.29	Furnish and Install 2 inch Back Flow Prevention Device		EA	\$ 2,000.00	\$ -
120	5.30	Furnish and Install 4 inch DIP Mechanical Joint Force Main		LF	\$ 50.00	\$ -
121	5.31	Furnish and Install 6 inch DIP Mechanical Joint Force Main		LF	\$ 55.00	\$ -
122	5.32	Furnish and Install 8 inch DIP Mechanical Joint Force Main	10	LF	\$ 60.00	\$ 600.00
123	5.33	Furnish and Install 10 inch DIP Mechanical Joint Force Main		LF	\$ 65.00	\$ -
124	5.34	Furnish and Install MJ DIP Force Main Fittings and Accessories	687.7	LBS	\$ 15.00	\$ 10,315.50
125	5.35	Furnish and Install 8 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)		LF	\$ 75.00	\$ -
126	5.36	Furnish and Install 8 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)		LF	\$ 100.00	\$ -
127	5.37	Furnish and Install 8 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)		LF	\$ 150.00	\$ -
128	5.38	Furnish and Install 10 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)		LF	\$ 80.00	\$ -
129	5.39	Furnish and Install 10 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)		LF	\$ 105.00	\$ -
130	5.40	Furnish and Install 10 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)		LF	\$ 155.00	\$ -
131	5.41	Furnish and Install 10 inch PVC Sanitary Sewer (C-900) (over 18 feet deep)		LF	\$ 200.00	\$ -
132	5.42	Furnish and Install Connection to Existing Force Main - 6 inch		EA	\$ 3,000.00	\$ -
133	5.43	Furnish and Install Connection to Existing Force Main - 8 inch	2	EA	\$ 3,200.00	\$ 6,400.00
134	5.44	Furnish and Install Connection to Existing Force Main - 10 inch		EA	\$ 3,400.00	\$ -
135	5.45	Furnish and Install Connection to Existing Force Main - 12 inch		EA	\$ 3,600.00	\$ -
136	5.46	Furnish and Install 3" PVC Valve Vault Drain Assembly		EA	\$ 3,500.00	\$ -
137	5.47	Furnish and Install Flanged DIP Fittings	530.2	LBS	\$ 7.00	\$ 3,711.40
138	5.48	Grout Abandon Lines		CY	\$ 200.00	\$ -
139	5.49	Furnish and Install Pressure Gauge Assembly	1	EA	\$ 2,500.00	\$ 2,500.00

Project: Pompano LS 106
 Date: 8/5/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
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 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
SECTION 5 Subtotal						\$ 63,326.90
SECTION 6 ELECTRICAL WORK						
140	6.01	Remove Existing Control Panel	1	EA	\$ 3,500.00	\$ 3,500.00
141	6.02	Remove Existing Electric Meter		EA	\$ 3,500.00	\$ -
142	6.03	Relocate Existing Control Panel (up to 30 feet)		EA	\$ 12,000.00	\$ -
143	6.04	Relocate Existing Electric Meter (up to 30 feet)		EA	\$ 5,000.00	\$ -
144	6.05	Install County Supplied Control Panel - up to 10 HP		EA	\$ 14,000.00	\$ -
145	6.06	Install County Supplied Control Panel - over 10 HP to 20 HP		EA	\$ 15,000.00	\$ -
146	6.07	Install County Supplied Control Panel - over 20 HP to 40 HP	1	EA	\$ 15,100.00	\$ 15,100.00
147	6.08	Install County Supplied Control Panel - 50 HP to 100 HP		EA	\$ 15,200.00	\$ -
148	6.09	Furnish and Install 3/4 inch Bubbler System Piping, Fittings and Appurtenances	1	EA	\$ 3,000.00	\$ 3,000.00
149	6.10	Furnish and Install Connection/Isolation Panel	1	EA	\$ 5,000.00	\$ 5,000.00
150	6.11	Furnish and Install 200 AMP Electrical Service to Lift Station		LF	\$ 70.00	\$ -
151	6.12	Furnish and Install 400 AMP Electrical Service to Lift Station	15	LF	\$ 80.00	\$ 1,200.00
152	6.13	Furnish and Install 200A Emergency Connection/Transfer Panel		EA	\$ 1,500.00	\$ -
153	6.14	Furnish and Install 400A Emergency Connection/Transfer Panel		EA	\$ 2,000.00	\$ -
154	6.15	Furnish and Install Temporary Electrical Service		EA	\$ 2,500.00	\$ -
155	6.16	Furnish and Install Temporary Control Panel		EA	\$ 2,000.00	\$ -
156	6.17	Furnish and Install 3 inch Aluminum Conduit	30	LF	\$ 10.00	\$ 300.00
157	6.18	Furnish and Install 2 inch Aluminum Conduit	30	LF	\$ 7.00	\$ 210.00
158	6.19	Furnish and Install 1-1/2 inch Aluminum Conduit	30	LF	\$ 5.00	\$ 150.00
159	6.20	Furnish and Install 1 inch Aluminum Conduit	30	LF	\$ 4.00	\$ 120.00
160	6.21	Furnish and Install 2 inch PVC Conduit	30	LF	\$ 4.00	\$ 120.00
161	6.22	Furnish and Install 1 inch PVC Conduit	30	LF	\$ 2.00	\$ 60.00
162	6.23	Furnish and Install 2 inch Aluminum Pole for SCADA Antenna (max 20 feet)	1	EA	\$ 2,000.00	\$ 2,000.00
SECTION 6 Subtotal						\$ 30,760.00
Subtotal						\$ 263,875.35
Owner Contingency						\$ 26,000.00
Total						\$ 289,875.35

Project: Pompano LS 106
Date: 8/5/2015, Rev. 10-27-15
Bid No.: Y1180908B1
Lift Station Rehabilitation and Repair
Using Agency: Water and Wastewater Services
Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s) 91356 Description	Quantity	Unit of Measure	Unit Price	Total Price

Abbreviations:

CY= Cubic Yard SF = Square Foot SY= Square Yard EA = Each VF = Vertical Foot LF = Linear Foot HRS = Hours
 LBS = Pounds TN = Ton

Trench Safety Act applies to this bid solicitation. The Bidder should complete and submit the Trench Safety Act Certification (Form 004546-2) with the bid but must complete and submit within five (5) calendar days of request by COUNTY and prior to award to be considered responsive.

DATE PREPARED: _____ Rev. 10/27/2015

PREPARED BY (NAME OF PREPARER): _____ Lawrence Shortz

NAME OF COMPANY: _____ Trio Development Corp.

AUTHORIZED SIGNATURE: _____ 

Attachment A

1.13 Pass Through Parts and Materials

Pompano LS 106

	Amount
Pumps and Panels	\$83,140.00
Temporary Fence	\$1,200.00
Leak Repair	\$4,200.00
SS Main Disconnect Switch	\$7,630.00
Subtotal	\$96,170.00

Weights for Ductile Iron pipe, flanged and mechanical joint fittings and accessories

Pompano LS 106

Bid Item 5.47 Furnish and install flanged DIP fittings

Description	Qty.	4" Lbs. ea.	Qty.	6" lbs. ea.	Qty.	8" lbs. ea.	Qty.	10" lbs. ea.	Sub Total in lbs.	Dollars
Flange x MJ adapter		26		36	2	50		60	100	
Fig ecc. Reducers		30		45	2	75		110	150	
Fig 90's		45		65	2	105		165	210	
Fig 45's		40		55		90		130	0	
Fig 22.5		40		55		90		135	0	
Fig 11.25		40		55		90		135	0	
Fig Tees		65		95		155		270	0	
Fig Cross		80		120		195		330	0	
Fig Bolt sets		3.2		5.1	13	5.4		12	70.2	
									Total in pounds	530.2
									Bid item 5.47 Total x \$7.00	\$ 3,711.40

Bid Item 5.34 Furnish and install MJ Dip Force main Fittings and accessories

Description	Qty	4" Lbs. ea.	Qty.	6" Lbs. ea.	Qty.	8" Lbs. ea.	Qty.	10" lbs. ea.	Sub total in lbs.	Dollars
MJ Sleeves		25		39	3	55		68	165	
MJ 90		22		49		64		102	0	
MJ 45		20		39	1	56		78	56	
MJ 22.5		18		31		50		66	0	
MJ 11.25		18		29		45		59	0	
MJ Tee		35		66		90		132	0	
MJ Wye		45		82	1	117		184	117	
MJ Cross		45		79		112		156	0	
MJ Reducer		18		28		39		54	0	
Mega Lug gland		4.6		11.8	13	14.9		23.9	193.7	
MJ accessories		4		6	26	6		8	156	
									Total in Pounds	687.7
									Bid item 5.34 Total x \$15.00	\$ 10,315.50

2.05 Remove existing iron pipe and fittings in wet wells and vaults

Description	Qty.	4" Lbs. ea.	Qty.	6" Lbs. ea.	Qty.	8" Lbs. ea.	Qty.	10" Lbs. ea.	Subtotal in Lbs.	Dollars
Feet of Pipe		13.8		21.4	70	30.1		39.2	2107	
Flanges		13		17	13	28		38	364	
									1217.9	
									Total in Pounds	3688.9
									Bid item 2.05 Total x \$100.00 per ton	\$ 184.45

Breakdown for Labor and Equipment Items

Pompano LS 106

Task Description	1.07 Provide Foreperson/Hr.	1.08 Provide Laborer/Hr.	1.10 Provide Backhoe/ Day
Start/Test	8	8	
Remove 3/4" Rock			
Remove RTU Mast	2	4	1
Remove Pumps	2	2	1
R&R Floats	3	3	
White Line and call In locates	3		
Permitting application process			
FPI Coordination			
Chip Electric out from existing top slab	2	4	
Plug existing abandoned penetrations	2	4	
Remove Bubbler and tubing	2	4	
Extend upper guide rail brackets			
Irrigation repair	4	8	1
Install hand Hole			
Install Meter Box			
Import and grade 18 yards of fill material, repair irrigation			
Clear and grub, backfill and regrade around north, south and west sides of station			
Cut Driveway subgrade			
Cut out and grade for 3/4" rock			
Grade east swale for sod 2			
Balance of grading for sod	4	8	1
Pick up and Install FPL handhole, riser stub, partial removal of FPL drop			
Clean Pump Impellers and volutes			
Remove and replace bad pump #2			
Remove influent valve			
Disconnect/reconnect electrical switch south of panels			
Install temporary pump-out connection			
Excavate & backfill for line stop	8	16	2
Subtotal	40	61	6

Project: Pompano Beach Rehab LS 107
 Date: 8/5/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s) 91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
SECTION 1 - GENERAL CONDITIONS						
1	1.01	Mobilization for Routine Work Order under \$5,000.00		EA	\$200.00	\$ -
2	1.02	Mobilization for Routine Work Order from \$5,000.01 to \$25,000.00		EA	\$500.00	\$ -
3	1.03	Mobilization for Routine Work Order over \$25,000.01	1	EA	\$1,500.00	\$ 1,500.00
4	1.04	Mobilization for Urgent Work Order under \$5,000.00		EA	\$200.00	\$ -
5	1.05	Mobilization for Urgent Work Order from \$5,000.01 to \$25,000.00		EA	\$500.00	\$ -
6	1.06	Mobilization for Urgent Work Order over \$25,000.01		EA	\$1,500.00	\$ -
7	1.07	Provide Foreperson	26	HRS	\$100.00	\$ 2,600.00
8	1.08	Provide Laborer / Crewperson	41	HRS	\$45.00	\$ 1,845.00
9	1.09	Furnish Combination Cleaner Truck	5	HRS	\$175.00	\$ 875.00
10	1.10	Provide Backhoe	5	DAYS	\$500.00	\$ 2,500.00
11	1.11	Project Planning Cost (When no work order is issued)		EA	\$350.00	\$ -
12	1.12	Pass-thru for Non-County Agency Permits and Fees per Attachment "A"		Allowance		
13	1.13	Pass-Thru for Parts and Materials as per Attachment "A"		Allowance		\$ 84,576.00
14	1.14	Pass-Thru for Florida Power and Light		Allowance		
SECTION 1 Subtotal						\$ 93,896.00
SECTION 2 - DEMOLITION, REMOVAL AND DISPOSAL						
15	2.01	Demolish Slab on Grade, ≤ 8 inches thick	40	SF	\$ 10.00	\$ 400.00
16	2.02	Demolish Slab over Wet Well or Vault > 8 inches ≤ 12 inches thick		SF	\$ 20.00	\$ -
167	2.03	Demolish and Remove Asphalt Paving		SF	\$ 10.00	\$ -
17	2.04	Demolish Valve Vault and Top Slab		EA	\$ 3,000.00	\$ -
18	2.05	Remove existing Iron Piping and Fittings in Wet Wells or Vaults	1,2539	TN	\$ 100.00	\$ 125,390.00
19	2.06	Remove existing Iron Piping and Fittings below Grade, including Excavation, Temporary Restraint, Backfilling, Compaction, and Restoration		TN	\$ 100.00	\$ -
20	2.07	Remove existing Valves (10 inches and under) below Grade, including Excavation, Backfilling, Compaction and Restoration		EA	\$ 100.00	\$ -
170	2.08	Remove existing Valves (10 inches and under) in Wet Wells or Vaults	5	EA	\$ 500.00	\$ 2,500.00
169	2.09	Remove existing Pump Base Ells and Raits	4	EA	\$ 1,000.00	\$ 4,000.00
23	2.10	Remove existing Chain Link Fence		LF	\$ 5.00	\$ -
24	2.11	Plug and Prepare Abandoned Pipe for Grout Filling		EA	\$ 100.00	\$ -
25	2.12	Grout Fill Abandoned Pipe		CY	\$ 200.00	\$ -
26	2.13	Demolish Wet Well (6' or 8' diameter)		VF	\$ 200.00	\$ -
27	2.14	Fill in Abandoned Wet Well or Valve Vault		CY	\$ 50.00	\$ -
28	2.15	Remove Fillet from Bottom of Wet Well		CF	\$ 200.00	\$ -
SECTION 2 Subtotal						\$ 7,025.39
SECTION 3 - SITE WORK						
29	3.01	F & I Temporary By-pass Pumps and Piping (up to 50,000 gpd)		DAYS	\$ 50.00	\$ -
30	3.02	F & I Temporary By-pass Pumps and Piping (50,001 gpd to 250,000 gpd)		DAYS	\$ 200.00	\$ -
31	3.03	F & I Temporary By-pass Pumps and Piping (250,001 to 1.0 mgd)	30	DAYS	\$ 225.00	\$ 6,750.00
32	3.04	F & I Temporary By-pass Pumps and Piping (over 1.0 mgd)		DAYS	\$ 250.00	\$ -
33	3.05	Operate and Maintain Temporary By-pass System (up to 50,000 gpd)		DAYS	\$ 50.00	\$ -
34	3.06	Operate and Maintain Temporary By-pass System (50,001 gpd to 250,000 gpd)		DAYS	\$ 150.00	\$ -

Project: Pompano Beach Rehab LS 107
 Date: 8/5/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
35	3.07	Operate and Maintain Temporary By-pass System (250,001 gpd to 1.0 mgd)	30	DAYS	\$ 175.00	\$ 5,250.00
36	3.08	Operate and Maintain Temporary By-pass System (over 1.0 mgd)		DAYS	\$ 200.00	\$ -
37	3.09	Exploratory Excavation	1	EA	\$ 1,000.00	\$ 1,000.00
38	3.10	Furnish and Install Temporary Line Stop (4" to 6")		EA	\$ 1,750.00	\$ -
39	3.11	Furnish and Install Temporary Line Stop (8" to 12")		EA	\$ 3,000.00	\$ -
40	3.12	Furnish and Install Temporary Line Stop (14" to 24")		EA	\$ 8,000.00	\$ -
41	3.13	8 inch Lime Rock Base Course including Sub-base Preparation		CY	\$ 165.00	\$ -
42	3.14	12 inch Lime Rock Base Course including Sub-base Preparation		CY	\$ 200.00	\$ -
43	3.15	Saw Cut Asphalt Paving		LF	\$ 5.00	\$ -
44	3.16	1 inch Asphalt Concrete Pavement		SY	\$ 10.00	\$ -
45	3.17	Furnish and Install 3/4 inch Washed Rock over Weed Barrier		SY	\$ 22.00	\$ -
46	3.18	Furnish and Install Seed and Mulch		SY	\$ 3.00	\$ -
47	3.19	Furnish and Install Bahia Sod	200	SY	\$ 5.00	\$ 1,000.00
48	3.20	Furnish and Install Floratam Sod		SY	\$ 7.00	\$ -
49	3.21	Furnish and Install Pipe Bollards		EA	\$ 300.00	\$ -
50	3.22	Relocate Existing Chain Link Fence		LF	\$ 10.00	\$ -
51	3.23	Furnish and Install New 6-foot Chain Link Fence		LF	\$ 40.00	\$ -
52	3.24	Furnish and Install 12-foot Chain Link Swing Gate		EA	\$ 2,000.00	\$ -
SECTION 3 Subtotal						\$ 14,000.00
SECTION 4 - NEW AND REHABILITATED CONCRETE WORK						
53	4.01	Saw Cut Concrete up to 12 inches thick		LF	\$ 30.00	\$ -
54	4.02	Saw Cut Concrete > 12 inches ≤ 24 inches thick		LF	\$ 35.00	\$ -
55	4.03	Core Hole in Concrete up to 12 inches thick (6 inch to 12 inch diameter)	3	EA	\$ 400.00	\$ 1,200.00
56	4.04	Core Hole in Concrete up to 12 inches thick (over 12 inch diameter)	6	EA	\$ 750.00	\$ 4,500.00
57	4.05	Furnish and Install Precast Wet Well Structure (6 foot diameter)		VF	\$ 1,500.00	\$ -
58	4.06	Furnish and Install Precast Wet Well Structure (8 foot diameter)		VF	\$ 2,000.00	\$ -
59	4.07	Furnish and Install Precast Wet Well Structure (10 foot diameter)		VF	\$ 2,200.00	\$ -
60	4.08	Furnish and Install Precast Wet Well Structure (12 foot diameter)		VF	\$ 2,400.00	\$ -
61	4.09	Furnish and Install Wet Well Precast Top Slab with 2.5 foot x 4.5 foot Hatch (6 foot diameter)		EA	\$ 6,000.00	\$ -
62	4.10	Furnish and Install Wet Well Precast Top Slab with 3 foot x 6 foot Hatch (8 foot diameter)		EA	\$ 6,500.00	\$ -
63	4.11	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (10 foot diameter)		EA	\$ 6,700.00	\$ -
64	4.12	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (12 foot diameter)		EA	\$ 6,900.00	\$ -
65	4.13	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 47"		EA	\$ 1,300.00	\$ -
66	4.14	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 53"		EA	\$ 1,400.00	\$ -
67	4.15	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 71"		EA	\$ 1,700.00	\$ -
68	4.16	Furnish and Install Retrofit Hatch (TPD - 300 psf) 59" x 59"		EA	\$ 1,800.00	\$ -
69	4.17	Furnish and Install Wet Well Fillet		CF	\$ 200.00	\$ -
70	4.18	Furnish and Install 4.5 foot x 7.0 foot Precast Meter Vault		EA	\$ 11,500.00	\$ -
71	4.19	Furnish and Install 5.5 foot x 8.0 foot Precast Meter Vault		EA	\$ 12,500.00	\$ -
72	4.20	Furnish and Install 6.5 foot x 9.0 foot Precast Meter Vault		EA	\$ 13,500.00	\$ -

Project: Pompano Beach Rehab LS 107
 Date: 8/5/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
73	4.21	Furnish and Install 5.0 foot x 5.0 foot Precast Meter Vault		EA	\$ 10,500.00	\$ -
74	4.22	Furnish and Install 6.0 foot x 6.0 foot Precast Meter Vault		EA	\$ 12,500.00	\$ -
75	4.23	Wet Well and Manhole Interior Surface Preparation	606	SF	\$ 2.00	\$ 1,212.00
76	4.24	Furnish and Install Wet Well and Manhole Cementitious Coating - Brick Structures		SF	\$ 9.00	\$ -
77	4.25	Furnish and Install Wet Well and Manhole Cementitious Coating - Precast Structures		SF	\$ 5.00	\$ -
78	4.26	Furnish and Install Wet Well and Manhole Level II Coating (Sewper Coat or BASF SP15)	606	SF	\$ 5.00	\$ 3,030.00
79	4.27	Furnish and Install Wet Well and Manhole Level III Coating (BASF Sewer Guard HBS 100 Epoxy Liner)	606	SF	\$ 10.00	\$ 6,060.00
80	4.28	Furnish and Install Bituminastic Coating		SF	\$ 4.00	\$ -
81	4.29	Furnish and Install Precast Manhole, 4 foot diameter, 6 feet to 10 feet deep		EA	\$ 8,000.00	\$ -
82	4.30	Furnish and Install Precast Manhole, 4 foot diameter, 10 feet to 14 feet deep		EA	\$ 10,000.00	\$ -
83	4.31	Furnish and Install Precast Manhole, 4 foot diameter, 14 feet to 18 feet deep		EA	\$ 14,000.00	\$ -
84	4.32	Furnish and Install Precast Manhole, 4 foot diameter, over 18 feet deep		EA	\$ 15,000.00	\$ -
85	4.33	Furnish and Install Reinforced Concrete Slab on Grade (up to 12 inches thick)		CY	\$ 300.00	\$ -
86	4.34	Furnish and Install Reinforced Formed Concrete	1	CY	\$ 300.00	\$ 300.00
87	4.35	Furnish and Install Miscellaneous Unreinforced Formed Concrete		CY	\$ 200.00	\$ -
88	4.36	Form and Pour Concrete Sidewalk (6 inch thick unreinforced)	5	SY	\$ 40.00	\$ 200.00
89	4.37	Furnish and Install Flowable Fill		CY	\$ 200.00	\$ -
90	4.38	Furnish Concrete Pump		HRS	\$ 300.00	\$ -
SECTION 4 Subtotal						\$ 16,502.00
SECTION 5 - PIPING AND VALVES						
91	5.01	Furnish and Install 4 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 2,000.00	\$ -
92	5.02	Furnish and Install 6 inch FLG Plug Valve with Stainless Steel Accessories	2	EA	\$ 3,000.00	\$ 6,000.00
93	5.03	Furnish and Install 8 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,200.00	\$ -
94	5.04	Furnish and Install 10 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,500.00	\$ -
95	5.05	Furnish and Install 4 inch Check Valve with Stainless Steel Accessories		EA	\$ 3,000.00	\$ -
96	5.06	Furnish and Install 6 inch Check Valve with Stainless Steel Accessories	2	EA	\$ 4,000.00	\$ 8,000.00
97	5.07	Furnish and Install 8 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,500.00	\$ -
98	5.08	Furnish and Install 10 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,700.00	\$ -
99	5.09	Furnish and Install 4 inch Pump Out Connection		EA	\$ 2,000.00	\$ -
100	5.10	Furnish and Install 6 inch Pump Out Connection	1	EA	\$ 4,000.00	\$ 4,000.00
101	5.11	Furnish and Install 4 inch MJ Plug Valve with Accessories		EA	\$ 3,800.00	\$ -
102	5.12	Furnish and Install 6 inch MJ Plug Valve with Accessories		EA	\$ 4,000.00	\$ -
103	5.13	Furnish and Install 8 inch MJ Plug Valve with Accessories		EA	\$ 4,500.00	\$ -
104	5.14	Furnish and Install 10 inch MJ Plug Valve with Accessories		EA	\$ 4,600.00	\$ -
105	5.15	Furnish and Install 4 inch Flanged DI Piping		LF	\$ 100.00	\$ -
106	5.16	Furnish and Install 6 inch Flanged DI Piping	72	LF	\$ 150.00	\$ 10,800.00

Project: Pompano Beach Rehab LS 107
 Date: 8/5/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate

CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
107	5.17	Furnish and Install 8 inch Flanged DI Piping		LF	\$ 160.00	\$ -
108	5.18	Furnish and Install 10 inch Flanged DI Piping		LF	\$ 170.00	\$ -
109	5.19	Furnish and Install 4 inch MJ Flexible Joint		EA	\$ 1,800.00	\$ -
110	5.20	Furnish and Install 6 inch MJ Flexible Joint		EA	\$ 2,700.00	\$ -
111	5.21	Furnish and Install 8 inch MJ Flexible Joint		EA	\$ 3,400.00	\$ -
112	5.22	Furnish and Install 10 inch MJ Flexible Joint		EA	\$ 4,500.00	\$ -
113	5.23	Furnish and Install Pump Base Elbow and County Supplied Pumps (4 inch Discharge)		EA	\$ 2,000.00	\$ -
114	5.24	Furnish and Install Pump Base Elbow and County Supplied Pumps (6 inch Discharge)		EA	\$ 2,100.00	\$ -
115	5.25	Furnish and Install Pump Base Elbow and County Supplied Pumps (8 inch Discharge)		EA	\$ 2,200.00	\$ -
116	5.26	Furnish and Install Stainless Steel Float Hanger Bracket	2	EA	\$ 250.00	\$ 500.00
117	5.27	Furnish and Install Wet Well Vent		EA	\$ 3,000.00	\$ -
118	5.28	Furnish and Install 2 inch Water Service		EA	\$ 3,000.00	\$ -
119	5.29	Furnish and Install 2 inch Back Flow Prevention Device		EA	\$ 2,000.00	\$ -
120	5.30	Furnish and Install 4 inch DIP Mechanical Joint Force Main		LF	\$ 50.00	\$ -
121	5.31	Furnish and Install 6 inch DIP Mechanical Joint Force Main	45	LF	\$ 55.00	\$ 2,475.00
122	5.32	Furnish and Install 8 inch DIP Mechanical Joint Force Main		LF	\$ 60.00	\$ -
123	5.33	Furnish and Install 10 inch DIP Mechanical Joint Force Main		LF	\$ 65.00	\$ -
124	5.34	Furnish and Install MJ DIP Force Main Fittings and Accessories	499.8	LBS	\$ 15.00	\$ 7,497.00
125	5.35	Furnish and Install 8 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)		LF	\$ 75.00	\$ -
126	5.36	Furnish and Install 8 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)		LF	\$ 100.00	\$ -
127	5.37	Furnish and Install 8 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)		LF	\$ 150.00	\$ -
128	5.38	Furnish and Install 10 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)		LF	\$ 80.00	\$ -
129	5.39	Furnish and Install 10 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)		LF	\$ 105.00	\$ -
130	5.40	Furnish and Install 10 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)		LF	\$ 155.00	\$ -
131	5.41	Furnish and Install 10 inch PVC Sanitary Sewer (C-900) (over 18 feet deep)		LF	\$ 200.00	\$ -
132	5.42	Furnish and Install Connection to Existing Force Main - 6 inch	2	EA	\$ 3,000.00	\$ 6,000.00
133	5.43	Furnish and Install Connection to Existing Force Main - 8 inch		EA	\$ 3,200.00	\$ -
134	5.44	Furnish and Install Connection to Existing Force Main - 10 inch		EA	\$ 3,400.00	\$ -
135	5.45	Furnish and Install Connection to Existing Force Main - 12 inch		EA	\$ 3,600.00	\$ -
136	5.46	Furnish and Install 3" PVC Valve Vault Drain Assembly		EA	\$ 3,500.00	\$ -
137	5.47	Furnish and Install Flanged DIP Fittings	263.2	LBS	\$ 7.00	\$ 1,842.40
138	5.48	Grout Abandon Lines		CY	\$ 200.00	\$ -
139	5.49	Furnish and Install Pressure Gauge Assembly		EA	\$ 2,500.00	\$ -

Project: Pompano Beach Rehab LS 107
 Date: 8/5/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trlo Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
SECTION 5 Subtotal						\$ 47,114.40
SECTION 6 ELECTRICAL WORK						
140	6.01	Remove Existing Control Panel	1	EA	\$ 3,500.00	\$ 3,500.00
141	6.02	Remove Existing Electric Meter		EA	\$ 3,500.00	\$ -
142	6.03	Relocate Existing Control Panel (up to 30 feet)		EA	\$ 12,000.00	\$ -
143	6.04	Relocate Existing Electric Meter (up to 30 feet)		EA	\$ 5,000.00	\$ -
144	6.05	Install County Supplied Control Panel - up to 10 HP		EA	\$ 14,000.00	\$ -
145	6.06	Install County Supplied Control Panel - over 10 HP to 20 HP	1	EA	\$ 15,000.00	\$ 15,000.00
146	6.07	Install County Supplied Control Panel - over 20 HP to 40 HP		EA	\$ 15,100.00	\$ -
147	6.08	Install County Supplied Control Panel - 50 HP to 100 HP		EA	\$ 15,200.00	\$ -
148	6.09	Furnish and Install 3/4 inch Bubbler System Piping, Fittings and Appurtenances	1	EA	\$ 3,000.00	\$ 3,000.00
149	6.10	Furnish and Install Connection/Isolation Panel	1	EA	\$ 5,000.00	\$ 5,000.00
150	6.11	Furnish and Install 200 AMP Electrical Service to Lift Station	10	LF	\$ 70.00	\$ 700.00
151	6.12	Furnish and Install 400 AMP Electrical Service to Lift Station		LF	\$ 80.00	\$ -
152	6.13	Furnish and Install 200A Emergency Connection/Transfer Panel	1	EA	\$ 1,500.00	\$ 1,500.00
153	6.14	Furnish and Install 400A Emergency Connection/Transfer Panel		EA	\$ 2,000.00	\$ -
154	6.15	Furnish and Install Temporary Electrical Service		EA	\$ 2,500.00	\$ -
155	6.16	Furnish and Install Temporary Control Panel		EA	\$ 2,000.00	\$ -
156	6.17	Furnish and Install 3 inch Aluminum Conduit		LF	\$ 10.00	\$ -
157	6.18	Furnish and Install 2 inch Aluminum Conduit	30	LF	\$ 7.00	\$ 210.00
158	6.19	Furnish and Install 1-1/2 inch Aluminum Conduit	30	LF	\$ 5.00	\$ 150.00
159	6.20	Furnish and Install 1 inch Aluminum Conduit	30	LF	\$ 4.00	\$ 120.00
160	6.21	Furnish and Install 2 inch PVC Conduit	30	LF	\$ 4.00	\$ 120.00
161	6.22	Furnish and Install 1 inch PVC Conduit	30	LF	\$ 2.00	\$ 60.00
162	6.23	Furnish and Install 2 inch Aluminum Pole for SCADA Antenna (max 20 feet)	1	EA	\$ 2,000.00	\$ 2,000.00
SECTION 6 Subtotal						\$ 31,360.00
Subtotal						\$ 209,897.79
Owner's Contingency						\$ 20,000.00
Total						\$ 229,897.79

Project: Pompano Beach Rehab LS 107
Date: 8/5/2015, Rev. 10-27-15
Bid No.: Y1180908B1
Lift Station Rehabilitation and Repair
Using Agency: Water and Wastewater Services
Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s) 91356 Description	Quantity	Unit of Measure	Unit Price	Total Price

Abbreviations:

CY= Cubic Yard SF = Square Foot SY= Square Yard EA = Each VF = Vertical Foot LF = Linear Foot HRS = Hours
 LBS = Pounds TN = Ton

Trench Safety Act applies to this bid solicitation. The Bidder should complete and submit the Trench Safety Act Certification (Form 004546-2) with the bid but must complete and submit within five (5) calendar days of request by COUNTY and prior to award to be considered responsive.

DATE PREPARED: _____ Rev. 10-27-15

PREPARED BY (NAME OF PREPARER): _____ Lawrence Shortz

NAME OF COMPANY: _____ Trio Development Corp.

AUTHORIZED SIGNATURE: _____ *WSS*

Attachment A

1.13 Pass Through Parts and Materials

Pompano LS 107

	Amount
Pumps and Panels	\$73,026.00
SS Main Disconnect Switch	\$6,300.00
Temporary fencing	\$1,050.00
Leak repair	\$4,200.00
Subtotal	\$84,576.00

Weights for Ductile Iron pipe, flanged and mechanical joint fittings and accessories

Pompano LS 107

Bid Item 5.47 Furnish and Install flanged DIP fittings

Description	Qty.	4" Lbs. ea.	Qty	5" lbs. ea.	Qty.	8" lbs. ea.	Qty.	10" lbs. ea.	Sub Total in lbs.	Dollars
Flange x MJ adapter		26	2	36		50		60	72	
Fig ecc. Reducers		30		45		75		110	0	
Fig 90's		45	2	65		105		165	130	
Fig 45's		40		55		90		130	0	
Fig 22.5		40		55		90		135	0	
Fig 11.25		40		55		90		135	0	
Fig Tees		65		95		155		270	0	
Fig Cross		80		120		195		330	0	
Fig Bolt sets		3.2	12	5.1		5.4		12	61.2	
									Total in pounds	263.2
									Bid Item 5.47 Total x \$7.00	\$ 1,842.40

Bid Item 5.34 Furnish and Install MJ Dip Force main Fittings and accessories

Description	Qty	4" Lbs. ea.	Qty.	6" Lbs. ea.	Qty.	8" Lbs. ea.	Qty.	10" lbs. ea.	Sub total in lbs.	Dollars
MJ Sleeves		25	3	39		55		68	117	
MJ 90		22		49		64		102	0	
MJ 45		20	1	39		56		78	39	
MJ 22.5		18		31		50		66	0	
MJ 11.25		18		29		45		59	0	
MJ Tee		35		66		90		132	0	
MJ Wye		45	1	82		117		184	82	
MJ Cross		45		79		112		156	0	
MJ Reducer		18		28		39		54	0	
Mega Lug gland		4.6	11	11.8		14.9		23.9	129.8	
MJ accessories		4	22	6		6		8	132	
									Total in Pounds	499.8
									Bid Item 5.34 Total x \$15.00	\$ 7,497.00

2.05 Remove existing Iron pipe and fittings in wet wells and vaults

Description	Qty.	4" Lbs. ea.	Qty.	6" Lbs. ea.	Qty.	8" Lbs. ea.	Qty.	10" Lbs. ea.	Subtotal in Lbs.	Dollars
Feet of Pipe		13.8	72	21.4		30.1		39.2	1540.8	
Flanges		13	12	17		28		38	204	
Total weight from 5.34 & 5.47									763	
									Total in Pounds	2507.8
									Bid Item 2.05 Total x \$100.00 per ton	\$ 125.39

Breakdown for Labor and Equipment Items

Pompano LS 107

Task Description 1.07 Provide Foreperson/Hr. 1.08 Provide Laborer/Hr. 1.10 Provide Backhoe/ Day

Remove 3/4" Rock			
Remove RTU Mast	1		1
		2	
Remove and Replace Pumps	4	8	2
R&R Floats	3	3	
White Line and call in locates	3		
Permitting application process			
FPI Coordination			
Chip Electric out from existing top slab	2	4	
Plug existing abandoned penetrations	2	4	
Remove Bubbler and tubing	1	2	
Extend upper guide rail brackets			
Irrigation repair			
Install hand Hole			
Install Meter Box			
Import and grade 18 yards of fill material, repair irrigation			
Clear and grub, backfill and regrade around north, south and west sides of station			
Cut Driveway subgrade			
Cut out and grade for 3/4" rock			
Grade east swale for sod 2			
Balance of grading for sod			
Pick up and Install FPL handhole, riser stub, partial removal of FPL drop			
Clean Pump Impellers and volutes	2	2	
Remove and replace bad pump #2			
Remove Influent valve			
Disconnect/reconnect electrical switch south of panels			
Install temporary pump-out connection			
Excavate & backfill for line stop			
Excavate & backfill between structures	8	16	2
Subtotal	26	41	5

Project: Pompano LS 111
 Date: 8/4/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate

CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
SECTION 1 - GENERAL CONDITIONS						
1	1.01	Mobilization for Routine Work Order under \$5,000.00		EA	\$200.00	\$ -
2	1.02	Mobilization for Routine Work Order from \$5,000.01 to \$25,000.00		EA	\$500.00	\$ -
3	1.03	Mobilization for Routine Work Order over \$25,000.01	1	EA	\$1,500.00	\$ 1,500.00
4	1.04	Mobilization for Urgent Work Order under \$5,000.00		EA	\$200.00	\$ -
5	1.05	Mobilization for Urgent Work Order from \$5,000.01 to \$25,000.00		EA	\$500.00	\$ -
6	1.06	Mobilization for Urgent Work Order over \$25,000.01		EA	\$1,500.00	\$ -
7	1.07	Provide Foreperson	32	HRS	\$100.00	\$ 3,200.00
8	1.08	Provide Laborer / Crewperson	39	HRS	\$45.00	\$ 1,755.00
9	1.09	Furnish Combination Cleaner Truck	12	HRS	\$175.00	\$ 2,100.00
10	1.10	Provide Backhoe	4	DAYS	\$500.00	\$ 2,000.00
11	1.11	Project Planning Cost (When no work order is issued)		EA	\$350.00	\$ -
12	1.12	Pass-thru for Non-County Agency Permits and Fees per Attachment "A"		Allowance		\$ 2,000.00
13	1.13	Pass-Thru for Parts and Materials as per Attachment "A"		Allowance		\$ 84,576.00
14	1.14	Pass-Thru for Florida Power and Light		Allowance		\$ -
SECTION 1 Subtotal						\$ 97,131.00
SECTION 2 - DEMOLITION, REMOVAL AND DISPOSAL						
15	2.01	Demolish Slab on Grade, ≤ 8 inches thick	150	SF	\$ 10.00	\$ 1,500.00
16	2.02	Demolish Slab over Wet Well or Vault > 8 inches ≤ 12 inches thick	50	SF	\$ 20.00	\$ 1,000.00
167	2.03	Demolish and Remove Asphalt Paving		SF	\$ 10.00	\$ -
17	2.04	Demolish Valve Vault and Top Slab	1	EA	\$ 3,000.00	\$ 3,000.00
18	2.05	Remove existing Iron Piping and Fittings in Wet Wells or Vaults	1.1909	TN	\$ 100.00	\$ 119.09
19	2.06	Remove existing Iron Piping and Fittings below Grade, including Excavation, Temporary Restraint, Backfilling, Compaction, and Restoration		TN	\$ 100.00	\$ -
20	2.07	Remove existing Valves (10 inches and under) below Grade, including Excavation, Backfilling, Compaction and Restoration		EA	\$ 100.00	\$ -
170	2.08	Remove existing Valves (10 inches and under) in Wet Wells or Vaults	5	EA	\$ 500.00	\$ 2,500.00
169	2.09	Remove existing Pump Base Ells and Rails	6	EA	\$ 1,000.00	\$ 6,000.00
23	2.10	Remove existing Chain Link Fence		LF	\$ 5.00	\$ -
24	2.11	Plug and Prepare Abandoned Pipe for Grout Filling		EA	\$ 100.00	\$ -
25	2.12	Grout Fill Abandoned Pipe		CY	\$ 200.00	\$ -
26	2.13	Demolish Wet Well (6' or 8' diameter)		VF	\$ 200.00	\$ -
27	2.14	Fill in Abandoned Wet Well or Valve Vault	10	CY	\$ 50.00	\$ 500.00
28	2.15	Remove Fillet from Bottom of Wet Well		CF	\$ 200.00	\$ -
SECTION 2 Subtotal						\$ 14,619.09
SECTION 3 - SITE WORK						
29	3.01	F & I Temporary By-pass Pumps and Piping (up to 50,000 gpd)		DAYS	\$ 50.00	\$ -
30	3.02	F & I Temporary By-pass Pumps and Piping (50,001 gpd to 250,000 gpd)		DAYS	\$ 200.00	\$ -
31	3.03	F & I Temporary By-pass Pumps and Piping (250,001 to 1.0 mgd)	45	DAYS	\$ 225.00	\$ 10,125.00
32	3.04	F & I Temporary By-pass Pumps and Piping (over 1.0 mgd)		DAYS	\$ 250.00	\$ -
33	3.05	Operate and Maintain Temporary By-pass System (up to 50,000 gpd)		DAYS	\$ 50.00	\$ -
34	3.06	Operate and Maintain Temporary By-pass System (50,001 gpd to 250,000 gpd)		DAYS	\$ 150.00	\$ -

Project: Pompano LS 111
 Date: 8/4/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
35	3.07	Operate and Maintain Temporary By-pass System (250,001 gpd to 1.0 mgd)	45	DAYS	\$ 175.00	\$ 7,875.00
36	3.08	Operate and Maintain Temporary By-pass System (over 1.0 mgd)		DAYS	\$ 200.00	\$ -
37	3.09	Exploratory Excavation	3	EA	\$ 1,000.00	\$ 3,000.00
38	3.10	Furnish and Install Temporary Line Stop (4" to 6")	1	EA	\$ 1,750.00	\$ 1,750.00
39	3.11	Furnish and Install Temporary Line Stop (8" to 12")		EA	\$ 3,000.00	\$ -
40	3.12	Furnish and Install Temporary Line Stop (14" to 24")		EA	\$ 8,000.00	\$ -
41	3.13	8 inch Lime Rock Base Course including Sub-base Preparation		CY	\$ 165.00	\$ -
42	3.14	12 inch Lime Rock Base Course including Sub-base Preparation		CY	\$ 200.00	\$ -
43	3.15	Saw Cut Asphalt Paving		LF	\$ 5.00	\$ -
44	3.16	1 inch Asphalt Concrete Pavement		SY	\$ 10.00	\$ -
45	3.17	Furnish and Install 3/4 inch Washed Rock over Weed Barrier		SY	\$ 22.00	\$ -
46	3.18	Furnish and Install Seed and Mulch		SY	\$ 3.00	\$ -
47	3.19	Furnish and Install Bahia Sod	278	SY	\$ 5.00	\$ 1,390.00
48	3.20	Furnish and Install Floratam Sod		SY	\$ 7.00	\$ -
49	3.21	Furnish and Install Pipe Bollards		EA	\$ 300.00	\$ -
50	3.22	Relocate Existing Chain Link Fence		LF	\$ 10.00	\$ -
51	3.23	Furnish and Install New 6-foot Chain Link Fence		LF	\$ 40.00	\$ -
52	3.24	Furnish and Install 12-foot Chain Link Swing Gate		EA	\$ 2,000.00	\$ -
SECTION 3 Subtotal						\$ 24,140.00
SECTION 4 NEW AND REHABILITATED CONCRETE WORK						
53	4.01	Saw Cut Concrete up to 12 inches thick	25	LF	\$ 30.00	\$ 750.00
54	4.02	Saw Cut Concrete > 12 inches ≤ 24 inches thick		LF	\$ 35.00	\$ -
55	4.03	Core Hole in Concrete up to 12 inches thick (6 inch to 12 inch diameter)	10	EA	\$ 400.00	\$ 4,000.00
56	4.04	Core Hole in Concrete up to 12 inches thick (over 12 inch diameter)		EA	\$ 750.00	\$ -
57	4.05	Furnish and Install Precast Wet Well Structure (6 foot diameter)		VF	\$ 1,500.00	\$ -
58	4.06	Furnish and Install Precast Wet Well Structure (8 foot diameter)	1.5	VF	\$ 2,000.00	\$ 3,000.00
59	4.07	Furnish and Install Precast Wet Well Structure (10 foot diameter)		VF	\$ 2,200.00	\$ -
60	4.08	Furnish and Install Precast Wet Well Structure (12 foot diameter)		VF	\$ 2,400.00	\$ -
61	4.09	Furnish and Install Wet Well Precast Top Slab with 2.5 foot x 4.5 foot Hatch (6 foot diameter)		EA	\$ 6,000.00	\$ -
62	4.10	Furnish and Install Wet Well Precast Top Slab with 3 foot x 6 foot Hatch (8 foot diameter)	1	EA	\$ 6,500.00	\$ 6,500.00
63	4.11	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (10 foot diameter)		EA	\$ 6,700.00	\$ -
64	4.12	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (12 foot diameter)		EA	\$ 6,900.00	\$ -
65	4.13	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 47"		EA	\$ 1,300.00	\$ -
66	4.14	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 53"		EA	\$ 1,400.00	\$ -
67	4.15	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 71"		EA	\$ 1,700.00	\$ -
68	4.16	Furnish and Install Retrofit Hatch (TPD - 300 psf) 59" x 59"		EA	\$ 1,800.00	\$ -
69	4.17	Furnish and Install Wet Well Fillet	10	CF	\$ 200.00	\$ 2,000.00
70	4.18	Furnish and Install 4.5 foot x 7.0 foot Precast Meter Vault		EA	\$ 11,500.00	\$ -
71	4.19	Furnish and Install 5.5 foot x 8.0 foot Precast Meter Vault		EA	\$ 12,500.00	\$ -
72	4.20	Furnish and Install 6.5 foot x 9.0 foot Precast Meter Vault		EA	\$ 13,500.00	\$ -

Project: Pompano LS 111
 Date: 8/4/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate

CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
73	4.21	Furnish and Install 5.0 foot x 5.0 foot Precast Meter Vault		EA	\$ 10,500.00	\$ -
74	4.22	Furnish and Install 6.0 foot x 6.0 foot Precast Meter Vault	1	EA	\$ 12,500.00	\$ 12,500.00
75	4.23	Wet Well and Manhole Interior Surface Preparation	845	SF	\$ 2.00	\$ 1,690.00
76	4.24	Furnish and Install Wet Well and Manhole Cementitious Coating - Brick Structures		SF	\$ 9.00	\$ -
77	4.25	Furnish and Install Wet Well and Manhole Cementitious Coating - Precast Structures		SF	\$ 5.00	\$ -
78	4.26	Furnish and Install Wet Well and Manhole Level II Coating (Sewper Coat or BASF SP15)	682	SF	\$ 5.00	\$ 3,410.00
79	4.27	Furnish and Install Wet Well and Manhole Level III Coating (BASF Sewer Guard HBS 100 Epoxy Liner)	682	SF	\$ 10.00	\$ 6,820.00
80	4.28	Furnish and Install Bituminastic Coating	163	SF	\$ 4.00	\$ 652.00
81	4.29	Furnish and Install Precast Manhole, 4 foot diameter, 6 feet to 10 feet deep		EA	\$ 8,000.00	\$ -
82	4.30	Furnish and Install Precast Manhole, 4 foot diameter, 10 feet to 14 feet deep		EA	\$ 10,000.00	\$ -
83	4.31	Furnish and Install Precast Manhole, 4 foot diameter, 14 feet to 18 feet deep		EA	\$ 14,000.00	\$ -
84	4.32	Furnish and Install Precast Manhole, 4 foot diameter, over 18 feet deep		EA	\$ 15,000.00	\$ -
85	4.33	Furnish and Install Reinforced Concrete Slab on Grade (up to 12 inches thick)		CY	\$ 300.00	\$ -
86	4.34	Furnish and Install Reinforced Formed Concrete	4	CY	\$ 300.00	\$ 1,200.00
87	4.35	Furnish and Install Miscellaneous Unreinforced Formed Concrete		CY	\$ 200.00	\$ -
88	4.36	Form and Pour Concrete Sidewalk (6 inch thick unreinforced)	17	SY	\$ 40.00	\$ 680.00
89	4.37	Furnish and Install Flowable Fill		CY	\$ 200.00	\$ -
90	4.38	Furnish Concrete Pump	12	HRS	\$ 300.00	\$ 3,600.00
SECTION 4 Subtotal						\$ 46,802.00
SECTION 5 - PIPING AND VALVES						
91	5.01	Furnish and Install 4 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 2,000.00	\$ -
92	5.02	Furnish and Install 6 inch FLG Plug Valve with Stainless Steel Accessories	2	EA	\$ 3,000.00	\$ 6,000.00
93	5.03	Furnish and Install 8 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,200.00	\$ -
94	5.04	Furnish and Install 10 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,500.00	\$ -
95	5.05	Furnish and Install 4 inch Check Valve with Stainless Steel Accessories		EA	\$ 3,000.00	\$ -
96	5.06	Furnish and Install 6 inch Check Valve with Stainless Steel Accessories	2	EA	\$ 4,000.00	\$ 8,000.00
97	5.07	Furnish and Install 8 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,500.00	\$ -
98	5.08	Furnish and Install 10 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,700.00	\$ -
99	5.09	Furnish and Install 4 inch Pump Out Connection		EA	\$ 2,000.00	\$ -
100	5.10	Furnish and Install 6 inch Pump Out Connection	2	EA	\$ 4,000.00	\$ 8,000.00
101	5.11	Furnish and Install 4 inch MJ Plug Valve with Accessories		EA	\$ 3,800.00	\$ -
102	5.12	Furnish and Install 6 inch MJ Plug Valve with Accessories	1	EA	\$ 4,000.00	\$ 4,000.00
103	5.13	Furnish and Install 8 inch MJ Plug Valve with Accessories		EA	\$ 4,500.00	\$ -
104	5.14	Furnish and Install 10 inch MJ Plug Valve with Accessories		EA	\$ 4,600.00	\$ -
105	5.15	Furnish and Install 4 inch Flanged DI Piping		LF	\$ 100.00	\$ -
106	5.16	Furnish and Install 6 inch Flanged DI Piping	60	LF	\$ 150.00	\$ 9,000.00

Project: Pompano LS 111
 Date: 8/4/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate

CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
107	5.17	Furnish and Install 8 inch Flanged DI Piping		LF	\$ 160.00	\$ -
108	5.18	Furnish and Install 10 inch Flanged DI Piping		LF	\$ 170.00	\$ -
109	5.19	Furnish and Install 4 inch MJ Flexible Joint		EA	\$ 1,800.00	\$ -
110	5.20	Furnish and Install 6 inch MJ Flexible Joint		EA	\$ 2,700.00	\$ -
111	5.21	Furnish and Install 8 inch MJ Flexible Joint		EA	\$ 3,400.00	\$ -
112	5.22	Furnish and Install 10 inch MJ Flexible Joint		EA	\$ 4,500.00	\$ -
113	5.23	Furnish and Install Pump Base Elbow and County Supplied Pumps (4 inch Discharge)	2	EA	\$ 2,000.00	\$ 4,000.00
114	5.24	Furnish and Install Pump Base Elbow and County Supplied Pumps (6 inch Discharge)		EA	\$ 2,100.00	\$ -
115	5.25	Furnish and Install Pump Base Elbow and County Supplied Pumps (8 inch Discharge)		EA	\$ 2,200.00	\$ -
116	5.26	Furnish and Install Stainless Steel Float Hanger Bracket	2	EA	\$ 250.00	\$ 500.00
117	5.27	Furnish and Install Wet Well Vent	1	EA	\$ 3,000.00	\$ 3,000.00
118	5.28	Furnish and Install 2 inch Water Service		EA	\$ 3,000.00	\$ -
119	5.29	Furnish and Install 2 inch Back Flow Prevention Device		EA	\$ 2,000.00	\$ -
120	5.30	Furnish and Install 4 inch DIP Mechanical Joint Force Main		LF	\$ 50.00	\$ -
121	5.31	Furnish and Install 6 inch DIP Mechanical Joint Force Main	10	LF	\$ 55.00	\$ 550.00
122	5.32	Furnish and Install 8 inch DIP Mechanical Joint Force Main		LF	\$ 60.00	\$ -
123	5.33	Furnish and Install 10 inch DIP Mechanical Joint Force Main		LF	\$ 65.00	\$ -
124	5.34	Furnish and Install MJ DIP Force Main Fittings and Accessories	586.4	LBS	\$ 15.00	\$ 8,796.00
125	5.35	Furnish and Install 8 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)		LF	\$ 75.00	\$ -
126	5.36	Furnish and Install 8 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)		LF	\$ 100.00	\$ -
127	5.37	Furnish and Install 8 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)		LF	\$ 150.00	\$ -
128	5.38	Furnish and Install 10 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)		LF	\$ 80.00	\$ -
129	5.39	Furnish and Install 10 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)		LF	\$ 105.00	\$ -
130	5.40	Furnish and Install 10 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)		LF	\$ 155.00	\$ -
131	5.41	Furnish and Install 10 inch PVC Sanitary Sewer (C-900) (over 18 feet deep)		LF	\$ 200.00	\$ -
132	5.42	Furnish and Install Connection to Existing Force Main - 6 inch	2	EA	\$ 3,000.00	\$ 6,000.00
133	5.43	Furnish and Install Connection to Existing Force Main - 8 inch		EA	\$ 3,200.00	\$ -
134	5.44	Furnish and Install Connection to Existing Force Main - 10 inch		EA	\$ 3,400.00	\$ -
135	5.45	Furnish and Install Connection to Existing Force Main - 12 inch		EA	\$ 3,600.00	\$ -
136	5.46	Furnish and Install 3" PVC Valve Vault Drain Assembly	1	EA	\$ 3,500.00	\$ 3,500.00
137	5.47	Furnish and Install Flanged DIP Fittings	273.4	LBS	\$ 7.00	\$ 1,913.80
138	5.48	Grout Abandon Lines		CY	\$ 200.00	\$ -
139	5.49	Furnish and Install Pressure Gauge Assembly	1	EA	\$ 2,500.00	\$ 2,500.00

Project: Pompano LS 111
 Date: 8/4/2015, Rev. 10-27-15
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Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
SECTION 5 Subtotal						\$ 65,759.80
SECTION 6 - ELECTRICAL WORK						
140	6.01	Remove Existing Control Panel	1	EA	\$ 3,500.00	\$ 3,500.00
141	6.02	Remove Existing Electric Meter		EA	\$ 3,500.00	\$ -
142	6.03	Relocate Existing Control Panel (up to 30 feet)		EA	\$ 12,000.00	\$ -
143	6.04	Relocate Existing Electric Meter (up to 30 feet)		EA	\$ 5,000.00	\$ -
144	6.05	Install County Supplied Control Panel - up to 10 HP		EA	\$ 14,000.00	\$ -
145	6.06	Install County Supplied Control Panel - over 10 HP to 20 HP	1	EA	\$ 15,000.00	\$ 15,000.00
146	6.07	Install County Supplied Control Panel - over 20 HP to 40 HP		EA	\$ 15,100.00	\$ -
147	6.08	Install County Supplied Control Panel - 50 HP to 100 HP		EA	\$ 15,200.00	\$ -
148	6.09	Furnish and Install 3/4 inch Bubbler System Piping, Fittings and Appurtenances	1	EA	\$ 3,000.00	\$ 3,000.00
149	6.10	Furnish and Install Connection/Isolation Panel	1	EA	\$ 5,000.00	\$ 5,000.00
150	6.11	Furnish and Install 200 AMP Electrical Service to Lift Station	10	LF	\$ 70.00	\$ 700.00
151	6.12	Furnish and Install 400 AMP Electrical Service to Lift Station		LF	\$ 80.00	\$ -
152	6.13	Furnish and Install 200A Emergency Connection/Transfer Panel	1	EA	\$ 1,500.00	\$ 1,500.00
153	6.14	Furnish and Install 400A Emergency Connection/Transfer Panel		EA	\$ 2,000.00	\$ -
154	6.15	Furnish and Install Temporary Electrical Service		EA	\$ 2,500.00	\$ -
155	6.16	Furnish and Install Temporary Control Panel		EA	\$ 2,000.00	\$ -
156	6.17	Furnish and Install 3 inch Aluminum Conduit		LF	\$ 10.00	\$ -
157	6.18	Furnish and Install 2 inch Aluminum Conduit	30	LF	\$ 7.00	\$ 210.00
158	6.19	Furnish and Install 1-1/2 inch Aluminum Conduit	30	LF	\$ 5.00	\$ 150.00
159	6.20	Furnish and Install 1 inch Aluminum Conduit	30	LF	\$ 4.00	\$ 120.00
160	6.21	Furnish and Install 2 inch PVC Conduit	30	LF	\$ 4.00	\$ 120.00
161	6.22	Furnish and Install 1 inch PVC Conduit	30	LF	\$ 2.00	\$ 60.00
162	6.23	Furnish and Install 2 inch Aluminum Pole for SCADA Antenna (max 20 feet)	1	EA	\$ 2,000.00	\$ 2,000.00
SECTION 6 Subtotal						\$ 31,360.00
Subtotal						\$ 279,811.89
Owner's Contingency						\$ 27,000.00
Total						\$ 306,811.89

Project: Pompano LS 111
Date: 8/4/2015, Rev. 10-27-15
Bid No.: Y1180908B1
Lift Station Rehabilitation and Repair
Using Agency: Water and Wastewater Services
Purchasing Agent: Ilyse S. Valdivia

Contractor:
Trio Development Corp.
1701 N.W. 22nd. Ct.
Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s) Description	Quantity	Unit of Measure	Unit Price	Total Price

Abbreviations:

CY= Cubic Yard SF = Square Foot SY= Square Yard EA = Each VF = Vertical Foot LF = Linear Foot HRS = Hours
 LBS = Pounds TN = Ton

Trench Safety Act applies to this bid solicitation. The Bidder should complete and submit the Trench Safety Act Certification (Form 004546-2) with the bid but must complete and submit within five (5) calendar days of request by COUNTY and prior to award to be considered responsive.

DATE PREPARED: _____ Rev. 10-27-15

PREPARED BY (NAME OF PREPARER): _____ Lawrence Shortz

NAME OF COMPANY: _____ Trio Development Corp.

AUTHORIZED SIGNATURE: _____ 

Attachment A

1.13 Pass Through Parts and Materials

Pompano LS 111

	Amount
Temporary Fence	\$1,050.00
Leak Repair	\$4,200.00
SS Main Disconnect Switch	\$6,300.00
Pumps and Panels	\$73,026.00
Subtotal	\$84,576.00

Weights for Ductile iron pipe, flanged and mechanical joint fittings and accessories

Pompano LS 111

Bid Item 5.47 Furnish and install flanged DIP fittings

Description	Qty.	4" Lbs. ea.	Qty.	6" lbs. ea.	Qty.	8" lbs. ea.	Qty.	10" lbs. ea.	Sub Total in lbs.	Dollars
Flange x MJ adapter		26	2	36		50		60	72	
Fig ecc. Reducers		30		45		75		110	0	
Fig 90's		45	2	65		105		165	130	
Fig 45's		40		55		90		130	0	
Fig 22.5		40		55		90		135	0	
Fig 11.25		40		55		90		135	0	
Fig Tees		65		95		155		270	0	
Fig Cross		80		120		195		330	0	
Fig Bolt sets		3.2	14	5.1		5.4		12	71.4	
									Total in pounds	273.4
									Bid Item 5.47 Total x \$7.00	\$ 1,913.80

Bid Item 5.34 Furnish and install MJ Dip Force main Fittings and accessories

Description	Qty.	4" Lbs. ea.	Qty.	6" Lbs. ea.	Qty.	8" lbs. ea.	Qty.	10" lbs. ea.	Sub total in lbs.	Dollars
MJ Sleeves		25	3	39		55		68	117	
MJ 90		22		49		64		102	0	
MJ 45		20	2	39		56		78	78	
MJ 22.5		18		31		50		66	0	
MJ 11.25		18		29		45		59	0	
MJ Tee		35		66		90		132	0	
MJ Wye		45	1	82		117		184	82	
MJ Cross		45		79		112		156	0	
MJ Reducer		18		28		39		54	0	
Mega Lug gland		4.6	13	11.8		14.9		23.9	153.4	
MJ accessories		4	26	6		6		8	156	
									Total in Pounds	586.4
									Bid item 5.34 Total x \$15.00	\$ 8,796.00

2.05 Remove existing iron pipe and fittings in wet wells and vaults

Description	Qty.	4" Lbs. ea.	Qty.	6" Lbs. ea.	Qty.	8" Lbs. ea.	Qty.	10" Lbs. ea.	Subtotal in Lbs.	Dollars
Feet of Pipe		13.8	60	21.4		30.1		39.2	1284	
Flanges		13	14	17		28		38	238	
									859.8	
									Total in Pounds	2381.8
									Bid Item 2.05 Total x \$100.00 per ton	\$ 119.09

Breakdown for Labor and Equipment Items

Pompano LS 111

Task Description	1.07 Provide Foreperson/Hr.	1.08 Provide Laborer/Hr.	1.10 Provide Backhoe/ Day
Remove 3/4" Rock			
Remove RTU Mast	2	4	1
Remove Pumps	2	4	1
R&R Floats	3	3	
White Line and call in locates	3		
Permitting application process	4		
FPI Coordination	4		
Chip Electric out from existing top slab			
Plug existing abandoned penetrations	2	4	
Remove Bubbler and tubing	2	4	
Extend upper guide rail brackets			
Irrigation repair			
Install hand Hole			
Install Meter Box			
Import and grade 18 yards of fill material, repair irrigation			
Clear and grub, backfill and regrade around north, south and west sides of station			
Cut Driveway subgrade			
Cut out and grade for 3/4" rock			
Grade east swale for sod 2			
Grading for sod	2	4	1
Pick up and Install FPL handhole, riser stub, partial removal of FPL drop			
Clean Pump Impellers and volutes			
Remove and replace bad pump #2			
Remove Influent valve			
Disconnect/reconnect electrical switch south of panels			
Install temporary pump-out connection			
Excavate & backfill for line stop	8	16	1
Subtotal	32	39	4

Project: Pompano LS 143 (Windward Lakes, Mcnab Rd.)
 Date: 7/16/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
SECTION 1 - GENERAL CONDITIONS						
1	1.01	Mobilization for Routine Work Order under \$5,000.00		EA	\$200.00	\$ -
2	1.02	Mobilization for Routine Work Order from \$5,000.01 to \$25,000.00		EA	\$500.00	\$ -
3	1.03	Mobilization for Routine Work Order over \$25,000.01	1	EA	\$1,500.00	\$ 1,500.00
4	1.04	Mobilization for Urgent Work Order under \$5,000.00		EA	\$200.00	\$ -
5	1.05	Mobilization for Urgent Work Order from \$5,000.01 to \$25,000.00		EA	\$500.00	\$ -
6	1.06	Mobilization for Urgent Work Order over \$25,000.01		EA	\$1,500.00	\$ -
7	1.07	Provide Foreperson	75	HRS	\$100.00	\$ 7,500.00
8	1.08	Provide Laborer / Crewperson	113	HRS	\$45.00	\$ 5,085.00
9	1.09	Furnish Combination Cleaner Truck		HRS	\$175.00	\$ -
10	1.10	Provide Backhoe	5	DAYS	\$500.00	\$ 2,500.00
11	1.11	Project Planning Cost (When no work order is issued)		EA	\$350.00	\$ -
12	1.12	Pass-thru for Non-County Agency Permits and Fees per Attachment "A"		Allowance		\$ 1,000.00
13	1.13	Pass-Thru for Parts and Materials as per Attachment "A"		Allowance		\$ 88,082.47
14	1.14	Pass-Thru for Florida Power and Light		Allowance		\$ 1,000.00
SECTION 1 Subtotal						\$ 106,667.47
SECTION 2 - DEMOLITION, REMOVAL AND DISPOSAL						
15	2.01	Demolish Slab on Grade, ≤ 8 inches thick		SF	\$ 10.00	\$ -
16	2.02	Demolish Slab over Wet Well or Vault > 8 inches ≤ 12 inches thick	24	SF	\$ 20.00	\$ 480.00
167	2.03	Demolish and Remove Asphalt Paving		SF	\$ 10.00	\$ -
17	2.04	Demolish Valve Vault and Top Slab	1	EA	\$ 3,000.00	\$ 3,000.00
18	2.05	Remove existing Iron Piping and Fittings in Wet Wells or Vaults	0.4697	TN	\$ 100.00	\$ 46.97
19	2.06	Remove existing Iron Piping and Fittings below Grade, including Excavation, Temporary Restraint, Backfilling, Compaction, and Restoration		TN	\$ 100.00	\$ -
20	2.07	Remove existing Valves (10 inches and under) below Grade, including Excavation, Backfilling, Compaction and Restoration		EA	\$ 100.00	\$ -
170	2.08	Remove existing Valves (10 inches and under) in Wet Wells or Vaults	5	EA	\$ 500.00	\$ 2,500.00
169	2.09	Remove existing Pump Base Elks and Rails	2	EA	\$ 1,000.00	\$ 2,000.00
23	2.10	Remove existing Chain Link Fence		LF	\$ 5.00	\$ -
24	2.11	Plug and Prepare Abandoned Pipe for Grout Filling		EA	\$ 100.00	\$ -
25	2.12	Grout Fill Abandoned Pipe		CY	\$ 200.00	\$ -
26	2.13	Demolish Wet Well (6' or 8' diameter)		VF	\$ 200.00	\$ -
27	2.14	Fill in Abandoned Wet Well or Valve Vault		CY	\$ 50.00	\$ -
28	2.15	Remove Fillet from Bottom of Wet Well	20	CF	\$ 200.00	\$ 4,000.00
SECTION 2 Subtotal						\$ 12,026.97
SECTION 3 - SITE WORK						
29	3.01	F & I Temporary By-pass Pumps and Piping (up to 50,000 gpd)		DAYS	\$ 50.00	\$ -
30	3.02	F & I Temporary By-pass Pumps and Piping (50,001 gpd to 250,000 gpd)		DAYS	\$ 200.00	\$ -
31	3.03	F & I Temporary By-pass Pumps and Piping (250,001 to 1.0 mgd)	45	DAYS	\$ 225.00	\$ 10,125.00
32	3.04	F & I Temporary By-pass Pumps and Piping (over 1.0 mgd)		DAYS	\$ 250.00	\$ -
33	3.05	Operate and Maintain Temporary By-pass System (up to 50,000 gpd)		DAYS	\$ 50.00	\$ -
34	3.06	Operate and Maintain Temporary By-pass System (50,001 gpd to 250,000 gpd)		DAYS	\$ 150.00	\$ -

Project: Pompano LS 143 (Windward Lakes, Mcnab Rd.)

Date: 7/16/2015, Rev. 10-27-15

Bid No.: Y1180908B1

Lift Station Rehabilitation and Repair

Using Agency: Water and Wastewater Services

Purchasing Agent: Ilyse S. Valdivia

Contractor:

Trio Development Corp.

1701 N.W. 22nd. Ct.

Pompano Beach Fl. 33069

Invoice number:

Project Estimate

CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
35	3.07	Operate and Maintain Temporary By-pass System (250,001 gpd to 1.0 mgd)	45	DAYS	\$ 175.00	\$ 7,875.00
36	3.08	Operate and Maintain Temporary By-pass System (over 1.0 mgd)		DAYS	\$ 200.00	\$ -
37	3.09	Exploratory Excavation	3	EA	\$ 1,000.00	\$ 3,000.00
38	3.10	Furnish and Install Temporary Line Stop (4" to 6")	1	EA	\$ 1,750.00	\$ 1,750.00
39	3.11	Furnish and Install Temporary Line Stop (8" to 12")		EA	\$ 3,000.00	\$ -
40	3.12	Furnish and Install Temporary Line Stop (14" to 24")		EA	\$ 8,000.00	\$ -
41	3.13	8 inch Lime Rock Base Course including Sub-base Preparation		CY	\$ 165.00	\$ -
42	3.14	12 inch Lime Rock Base Course including Sub-base Preparation		CY	\$ 200.00	\$ -
43	3.15	Saw Cut Asphalt Paving		LF	\$ 5.00	\$ -
44	3.16	1 inch Asphalt Concrete Pavement		SY	\$ 10.00	\$ -
45	3.17	Furnish and Install 3/4 inch Washed Rock over Weed Barrier		SY	\$ 22.00	\$ -
46	3.18	Furnish and Install Seed and Mulch		SY	\$ 3.00	\$ -
47	3.19	Furnish and Install Bahia Sod		SY	\$ 5.00	\$ -
48	3.20	Furnish and Install Floratam Sod	140	SY	\$ 7.00	\$ 980.00
49	3.21	Furnish and Install Pipe Bollards		EA	\$ 300.00	\$ -
50	3.22	Relocate Existing Chain Link Fence		LF	\$ 10.00	\$ -
51	3.23	Furnish and Install New 6-foot Chain Link Fence		LF	\$ 40.00	\$ -
52	3.24	Furnish and Install 12-foot Chain Link Swing Gate		EA	\$ 2,000.00	\$ -
SECTION 3 Subtotal						\$ 23,730.00
SECTION 4 - NEW AND REHABILITATED CONCRETE WORK						
53	4.01	Saw Cut Concrete up to 12 inches thick		LF	\$ 30.00	\$ -
54	4.02	Saw Cut Concrete > 12 inches ≤ 24 inches thick		LF	\$ 35.00	\$ -
55	4.03	Core Hole in Concrete up to 12 inches thick (6 inch to 12 inch diameter)	10	EA	\$ 400.00	\$ 4,000.00
56	4.04	Core Hole in Concrete up to 12 inches thick (over 12 inch diameter)		EA	\$ 750.00	\$ -
57	4.05	Furnish and Install Precast Wet Well Structure (6 foot diameter)		VF	\$ 1,500.00	\$ -
58	4.06	Furnish and Install Precast Wet Well Structure (8 foot diameter)		VF	\$ 2,000.00	\$ -
59	4.07	Furnish and Install Precast Wet Well Structure (10 foot diameter)		VF	\$ 2,200.00	\$ -
60	4.08	Furnish and Install Precast Wet Well Structure (12 foot diameter)		VF	\$ 2,400.00	\$ -
61	4.09	Furnish and Install Wet Well Precast Top Slab with 2.5 foot x 4.5 foot Hatch (6 foot diameter)	1	EA	\$ 6,000.00	\$ 6,000.00
62	4.10	Furnish and Install Wet Well Precast Top Slab with 3 foot x 6 foot Hatch (8 foot diameter)		EA	\$ 6,500.00	\$ -
63	4.11	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (10 foot diameter)		EA	\$ 6,700.00	\$ -
64	4.12	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (12 foot diameter)		EA	\$ 6,900.00	\$ -
65	4.13	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 47"		EA	\$ 1,300.00	\$ -
66	4.14	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 53"		EA	\$ 1,400.00	\$ -
67	4.15	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 71"		EA	\$ 1,700.00	\$ -
68	4.16	Furnish and Install Retrofit Hatch (TPD - 300 psf) 59" x 59"		EA	\$ 1,800.00	\$ -
69	4.17	Furnish and Install Wet Well Fillet	20	CF	\$ 200.00	\$ 4,000.00
70	4.18	Furnish and Install 4.5 foot x 7.0 foot Precast Meter Vault		EA	\$ 11,500.00	\$ -
71	4.19	Furnish and Install 5.5 foot x 8.0 foot Precast Meter Vault		EA	\$ 12,500.00	\$ -
72	4.20	Furnish and Install 6.5 foot x 9.0 foot Precast Meter Vault		EA	\$ 13,500.00	\$ -

Project: Pompano LS 143 (Windward Lakes, McNab Rd.)
 Date: 7/16/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
73	4.21	Furnish and Install 5.0 foot x 5.0 foot Precast Meter Vault		EA	\$ 10,500.00	\$ -
74	4.22	Furnish and Install 6.0 foot x 6.0 foot Precast Meter Vault	1	EA	\$ 12,500.00	\$ 12,500.00
75	4.23	Wet Well and Manhole Interior Surface Preparation	650	SF	\$ 2.00	\$ 1,300.00
76	4.24	Furnish and Install Wet Well and Manhole Cementitious Coating - Brick Structures		SF	\$ 9.00	\$ -
77	4.25	Furnish and Install Wet Well and Manhole Cementitious Coating - Precast Structures		SF	\$ 5.00	\$ -
78	4.26	Furnish and Install Wet Well and Manhole Level II Coating (Sewper Coat or BASF SP15)	650	SF	\$ 5.00	\$ 3,250.00
79	4.27	Furnish and Install Wet Well and Manhole Level III Coating (BASF Sewer Guard HBS 100 Epoxy Liner)	650	SF	\$ 10.00	\$ 6,500.00
80	4.28	Furnish and Install Bituminastic Coating	147	SF	\$ 4.00	\$ 588.00
81	4.29	Furnish and Install Precast Manhole, 4 foot diameter, 6 feet to 10 feet deep		EA	\$ 8,000.00	\$ -
82	4.30	Furnish and Install Precast Manhole, 4 foot diameter, 10 feet to 14 feet deep		EA	\$ 10,000.00	\$ -
83	4.31	Furnish and Install Precast Manhole, 4 foot diameter, 14 feet to 18 feet deep		EA	\$ 14,000.00	\$ -
84	4.32	Furnish and Install Precast Manhole, 4 foot diameter, over 18 feet deep		EA	\$ 15,000.00	\$ -
85	4.33	Furnish and Install Reinforced Concrete Slab on Grade (up to 12 inches thick)	4	CY	\$ 300.00	\$ 1,200.00
86	4.34	Furnish and Install Reinforced Formed Concrete		CY	\$ 300.00	\$ -
87	4.35	Furnish and Install Miscellaneous Unreinforced Formed Concrete		CY	\$ 200.00	\$ -
88	4.36	Form and Pour Concrete Sidewalk (6 inch thick unreinforced)		SY	\$ 40.00	\$ -
89	4.37	Furnish and Install Flowable Fill		CY	\$ 200.00	\$ -
90	4.38	Furnish Concrete Pump	10	HRS	\$ 300.00	\$ 3,000.00
SECTION 4 Subtotal						\$ 42,338.00
SECTION 5 PIPING AND VALVES						
91	5.01	Furnish and Install 4 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 2,000.00	\$ -
92	5.02	Furnish and Install 6 inch FLG Plug Valve with Stainless Steel Accessories	2	EA	\$ 3,000.00	\$ 6,000.00
93	5.03	Furnish and Install 8 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,200.00	\$ -
94	5.04	Furnish and Install 10 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,500.00	\$ -
95	5.05	Furnish and Install 4 inch Check Valve with Stainless Steel Accessories		EA	\$ 3,000.00	\$ -
96	5.06	Furnish and Install 6 inch Check Valve with Stainless Steel Accessories	2	EA	\$ 4,000.00	\$ 8,000.00
97	5.07	Furnish and Install 8 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,500.00	\$ -
98	5.08	Furnish and Install 10 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,700.00	\$ -
99	5.09	Furnish and Install 4 inch Pump Out Connection		EA	\$ 2,000.00	\$ -
100	5.10	Furnish and Install 6 inch Pump Out Connection	1	EA	\$ 4,000.00	\$ 4,000.00
101	5.11	Furnish and Install 4 inch MJ Plug Valve with Accessories	1	EA	\$ 3,800.00	\$ 3,800.00
102	5.12	Furnish and Install 6 inch MJ Plug Valve with Accessories	1	EA	\$ 4,000.00	\$ 4,000.00
103	5.13	Furnish and Install 8 inch MJ Plug Valve with Accessories		EA	\$ 4,500.00	\$ -
104	5.14	Furnish and Install 10 inch MJ Plug Valve with Accessories		EA	\$ 4,600.00	\$ -
105	5.15	Furnish and Install 4 inch Flanged DI Piping		LF	\$ 100.00	\$ -
106	5.16	Furnish and Install 6 inch Flanged DI Piping	61	LF	\$ 150.00	\$ 9,150.00

Project: Pompano LS 143 (Windward Lakes, Mcnab Rd.)
 Date: 7/16/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
107	5.17	Furnish and Install 8 inch Flanged DI Piping		LF	\$ 160.00	\$ -
108	5.18	Furnish and Install 10 inch Flanged DI Piping		LF	\$ 170.00	\$ -
109	5.19	Furnish and Install 4 inch MJ Flexible Joint		EA	\$ 1,800.00	\$ -
110	5.20	Furnish and Install 6 inch MJ Flexible Joint		EA	\$ 2,700.00	\$ -
111	5.21	Furnish and Install 8 inch MJ Flexible Joint		EA	\$ 3,400.00	\$ -
112	5.22	Furnish and Install 10 inch MJ Flexible Joint		EA	\$ 4,500.00	\$ -
113	5.23	Furnish and Install Pump Base Elbow and County Supplied Pumps (4 inch Discharge)	1	EA	\$ 2,000.00	\$ 2,000.00
114	5.24	Furnish and Install Pump Base Elbow and County Supplied Pumps (6 inch Discharge)		EA	\$ 2,100.00	\$ -
115	5.25	Furnish and Install Pump Base Elbow and County Supplied Pumps (8 inch Discharge)		EA	\$ 2,200.00	\$ -
116	5.26	Furnish and Install Stainless Steel Float Hanger Bracket	2	EA	\$ 250.00	\$ 500.00
117	5.27	Furnish and Install Wet Well Vent	1	EA	\$ 3,000.00	\$ 3,000.00
118	5.28	Furnish and Install 2 inch Water Service		EA	\$ 3,000.00	\$ -
119	5.29	Furnish and Install 2 inch Back Flow Prevention Device		EA	\$ 2,000.00	\$ -
120	5.30	Furnish and Install 4 inch DIP Mechanical Joint Force Main		LF	\$ 50.00	\$ -
121	5.31	Furnish and Install 6 inch DIP Mechanical Joint Force Main	10	LF	\$ 55.00	\$ 550.00
122	5.32	Furnish and Install 8 inch DIP Mechanical Joint Force Main		LF	\$ 60.00	\$ -
123	5.33	Furnish and Install 10 inch DIP Mechanical Joint Force Main		LF	\$ 65.00	\$ -
124	5.34	Furnish and Install MJ DIP Force Main Fittings and Accessories	393	LBS	\$ 15.00	\$ 5,895.00
125	5.35	Furnish and Install 8 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)		LF	\$ 75.00	\$ -
126	5.36	Furnish and Install 8 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)		LF	\$ 100.00	\$ -
127	5.37	Furnish and Install 8 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)		LF	\$ 150.00	\$ -
128	5.38	Furnish and Install 10 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)		LF	\$ 80.00	\$ -
129	5.39	Furnish and Install 10 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)		LF	\$ 105.00	\$ -
130	5.40	Furnish and Install 10 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)		LF	\$ 155.00	\$ -
131	5.41	Furnish and Install 10 inch PVC Sanitary Sewer (C-900) (over 18 feet deep)		LF	\$ 200.00	\$ -
132	5.42	Furnish and Install Connection to Existing Force Main - 6 inch	2	EA	\$ 3,000.00	\$ 6,000.00
133	5.43	Furnish and Install Connection to Existing Force Main - 8 inch		EA	\$ 3,200.00	\$ -
134	5.44	Furnish and Install Connection to Existing Force Main - 10 inch		EA	\$ 3,400.00	\$ -
135	5.45	Furnish and Install Connection to Existing Force Main - 12 inch		EA	\$ 3,600.00	\$ -
136	5.46	Furnish and Install 3" PVC Valve Vault Drain Assembly	1	EA	\$ 3,500.00	\$ 3,500.00
137	5.47	Furnish and Install Flanged DIP Fittings	546.4	LBS	\$ 7.00	\$ 3,824.80
138	5.48	Grout Abandon Lines		CY	\$ 200.00	\$ -
139	5.49	Furnish and Install Pressure Gauge Assembly	1	EA	\$ 2,500.00	\$ 2,500.00

Project: Pompano LS 143 (Windward Lakes, McNab Rd.)
 Date: 7/16/2015, Rev. 10-27-15
 Bid No.: Y1180908B1
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s)91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
SECTION 5 Subtotal						\$ 62,719.80
SECTION 6 - ELECTRICAL WORK						
140	6.01	Remove Existing Control Panel	1	EA	\$ 3,500.00	\$ 3,500.00
141	6.02	Remove Existing Electric Meter	1	EA	\$ 3,500.00	\$ 3,500.00
142	6.03	Relocate Existing Control Panel (up to 30 feet)		EA	\$ 12,000.00	\$ -
143	6.04	Relocate Existing Electric Meter (up to 30 feet)		EA	\$ 5,000.00	\$ -
144	6.05	Install County Supplied Control Panel - up to 10 HP		EA	\$ 14,000.00	\$ -
145	6.06	Install County Supplied Control Panel - over 10 HP to 20 HP		EA	\$ 15,000.00	\$ -
146	6.07	Install County Supplied Control Panel - over 20 HP to 40 HP	1	EA	\$ 15,100.00	\$ 15,100.00
147	6.08	Install County Supplied Control Panel - 50 HP to 100 HP		EA	\$ 15,200.00	\$ -
148	6.09	Furnish and Install 3/4 inch Bubbler System Piping, Fittings and Appurtenances	1	EA	\$ 3,000.00	\$ 3,000.00
149	6.10	Furnish and Install Connection/Isolation Panel	1	EA	\$ 5,000.00	\$ 5,000.00
150	6.11	Furnish and Install 200 AMP Electrical Service to Lift Station		LF	\$ 70.00	\$ -
151	6.12	Furnish and Install 400 AMP Electrical Service to Lift Station	20	LF	\$ 80.00	\$ 1,600.00
152	6.13	Furnish and Install 200A Emergency Connection/Transfer Panel		EA	\$ 1,500.00	\$ -
153	6.14	Furnish and Install 400A Emergency Connection/Transfer Panel	1	EA	\$ 2,000.00	\$ 2,000.00
154	6.15	Furnish and Install Temporary Electrical Service		EA	\$ 2,500.00	\$ -
155	6.16	Furnish and Install Temporary Control Panel		EA	\$ 2,000.00	\$ -
156	6.17	Furnish and Install 3 inch Aluminum Conduit		LF	\$ 10.00	\$ -
157	6.18	Furnish and Install 2 inch Aluminum Conduit	60	LF	\$ 7.00	\$ 420.00
158	6.19	Furnish and Install 1-1/2 inch Aluminum Conduit	30	LF	\$ 5.00	\$ 150.00
159	6.20	Furnish and Install 1 inch Aluminum Conduit	30	LF	\$ 4.00	\$ 120.00
160	6.21	Furnish and Install 2 inch PVC Conduit	20	LF	\$ 4.00	\$ 80.00
161	6.22	Furnish and Install 1 inch PVC Conduit	40	LF	\$ 2.00	\$ 80.00
162	6.23	Furnish and Install 2 inch Aluminum Pole for SCADA Antenna (max 20 feet)	1	EA	\$ 2,000.00	\$ 2,000.00
SECTION 6 Subtotal						\$ 36,550.00
Subtotal						\$ 284,032.24
Owner's Contingency						\$ 28,000.00
Total						\$ 312,032.24

Project: Pompano LS 143 (Windward Lakes, Mcnab Rd.)
 Date: 7/16/2015, Rev. 10-27-15
 Bid No.: Y118090881
 Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Invoice number:

Project Estimate						
CC#	Item No.	Commodity Code(s) Description	Quantity	Unit of Measure	Unit Price	Total Price
		91356				

Abbreviations:

CY= Cubic Yard SF = Square Foot SY= Square Yard EA = Each VF = Vertical Foot LF = Linear Foot HRS = Hours
 LBS = Pounds TN = Ton

Trench Safety Act applies to this bid solicitation. The Bidder should complete and submit the Trench Safety Act Certification (Form 004546-2) with the bid but must complete and submit within five (5) calendar days of request by COUNTY and prior to award to be considered responsive.

DATE PREPARED: _____ Rev. 10-27-15

PREPARED BY (NAME OF PREPARER): _____ Lawrence Shortz

NAME OF COMPANY: _____ Trio Development Corp.

AUTHORIZED SIGNATURE: _____ *Lawrence Shortz*

Attachment A

1.13 Pass Through Parts and Materials

Pompano LS 143 (Winward Lakes, Mcnab Rd.)

	Amount
Pumps / Panel	\$77,582.47
SS Main Disconnect	
Switch	\$6,300.00
Leak Repair	\$4,200.00
Subtotal	\$88,082.47

Weights for Ductile Iron pipe, flanged and mechanical joint fittings and accessories

Pompano LS 143 (Winward Lakes, Mcnab Rd.)

Bid Item 5.47 Furnish and Install flanged DIP fittings

Description	Qty.	4" Lbs. ea.	Qty.	6" lbs. ea.	Qty.	8" lbs. ea.	Qty.	10" lbs. ea.	Sub Total in lbs.	Dollars
Flange x MJ adapter		26		36		50		60	0	
Flg ecc. Reducers		30	2	45		75		110	90	
Flg 90's		45	3	65		105		165	195	
Flg 45's		40		55		90		130	0	
Flg 22.5		40		55		90		135	0	
Flg 11.25		40		55		90		135	0	
Flg Tees		65	2	95		155		270	190	
Flg Cross		80		120		195		330	0	
Flg Bolt sets		3.2	14	5.1		5.4		12	71.4	
									Total in pounds	546.4
									Bid Item 5.47 Total x \$7.00	\$ 3,824.80

Bid Item 5.34 Furnish and install MJ Dip Force main Fittings and accessories

Description	Qty	4" Lbs. ea.	Qty.	6" Lbs. ea.	Qty.	8" Lbs. ea.	Qty.	10" lbs. ea.	Sub total in lbs.	Dollars
MJ Sleeves		25	1	39		55		68	39	
MJ 90		22	2	49		64		102	98	
MJ 45		20	2	39		56		78	78	
MJ 22.5		18		31		50		66	0	
MJ 11.25		18		29		45		59	0	
MJ Tee		35		66		90		132	0	
MJ Wye		45		82		117		184	0	
MJ Cross		45		79		112		156	0	
MJ Reducer		18		28		39		54	0	
Mega Lug gland		4.6	10	11.8		14.9		23.9	118	
MJ accessories		4	10	6		6		8	60	
									Total in Pounds	399
									Bid Item 5.34 Total x \$15.00	\$ 5,895.00

2.05 Remove existing iron pipe and fittings in wet wells and vaults

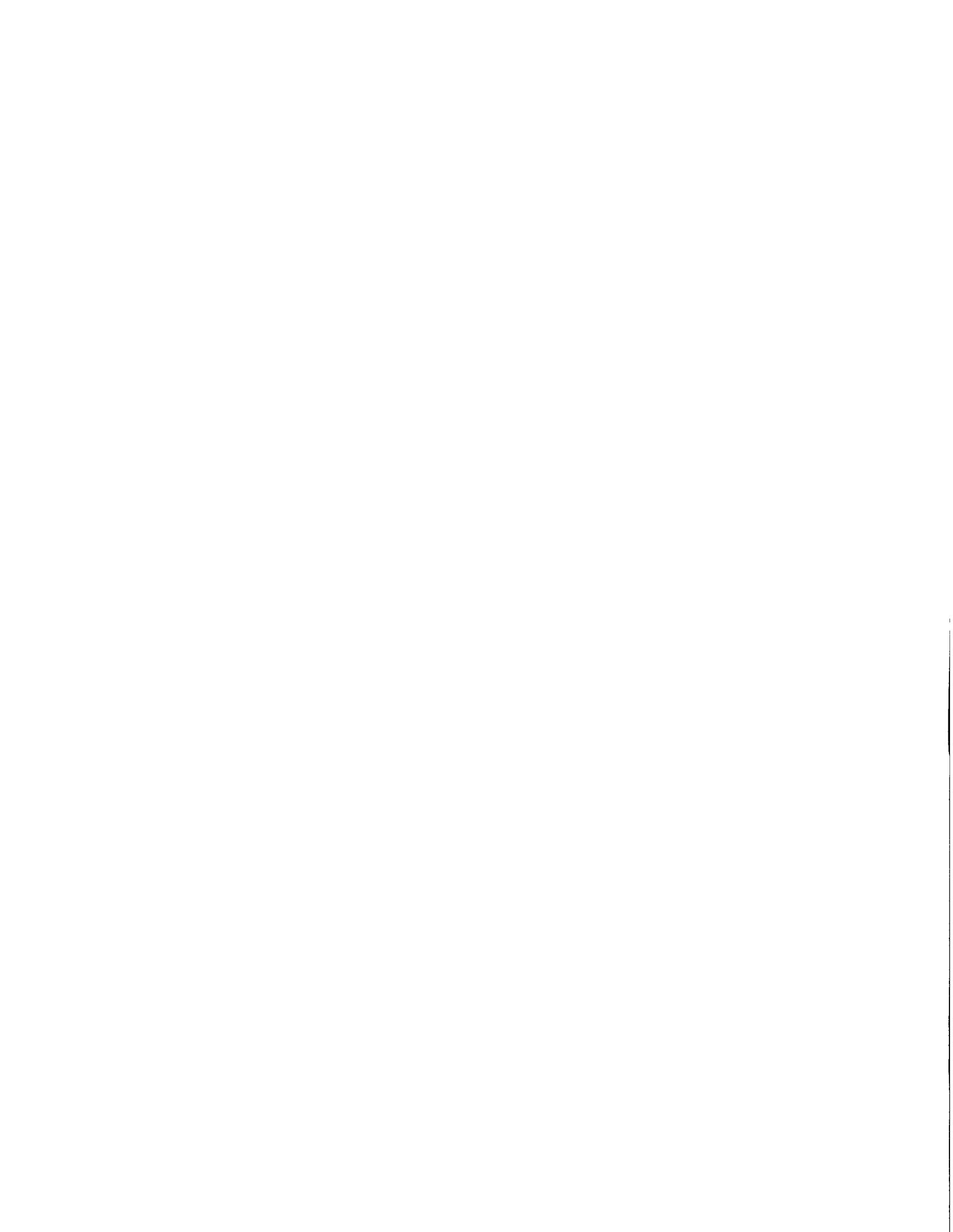
Description	Qty.	4" Lbs. ea.	Qty.	6" Lbs. ea.	Qty.	8" Lbs. ea.	Qty.	10" Lbs. ea.	Subtotal in Lbs.	Dollars
Feet of Pipe		13.8		21.4		30.1		39.2	0	
Flanges		13		17		28		38	0	
									939.4	
									Total in Pounds	939.4
									Bid Item 2.05 Total x \$100.00 per ton	\$ 46.97

Breakdown for Labor and Equipment Items

Pompano LS 143 (Winward Lakes, Mcnab Rd.)

Task Description	1.07 Provide Foreperson/Hr.	1.08 Provide Laborer/Hr.	1.10 Provide Backhoe/ Day
Remove 3/4" Rock			
Remove RTU Mast			
Remove Pumps	2	4	1
R&R Floats	3	3	
White Line and call In locates	3		
Permitting application process	6		
FPI Coordination	4		
Chip Electric out from existing top slab	4	8	
Plug existing abandoned penetrations			
Remove Bubbler and tubing	1	2	
Extend upper guide rail brackets			
Irrigation repair	4	8	
Install hand Hole	4	8	1
Install Meter Box			
Import and grade 18 yards of fill material, repair irrigation			
Clear and grub, backfill and regrade around north, south and west sides of station			
Cut Driveway subgrade			
Cut out and grade for 3/4" rock			
Grade east swale for sod 2			
Balance of grading for sod	4	8	1
Pick up and install FPL handhole, riser stub, partial removal of FPL drop			
Clean Pump Impellers and volutes			
Remove and replace bad pump #2			
Remove influent valve			
Disconnect/reconnect electrical switch south of panels			
Install temporary pump-out connection			
Excavate & backfill for line stop	16	32	2
Prestart / Start/ Test / Disconnect / Reconnect	8	8	
Monitoring Station	8	16	
Install main disconnect switch	8	16	
Subtotal	75	113	5

EXHIBIT C



Meeting Date: 11/10/15

Agenda Item 28

REQUESTED COMMISSION ACTION:

 Consent Ordinance X Resolution Consideration Workshop

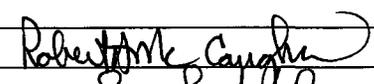
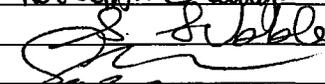
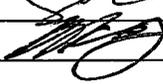
SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH RELATING TO THE BROWARD COUNTY, SEGMENT II, SHORE PROTECTION PROJECT; PROVIDING AN EFFECTIVE DATE (Fiscal Impact up to \$2.58M over 3-year period.)

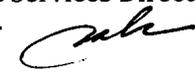
SUMMARY OF PURPOSE AND WHY:

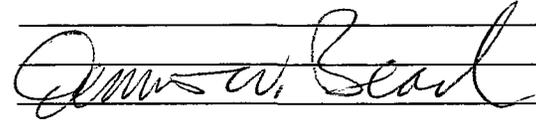
This interlocal agreement with Broward County provides for the renouishment of the southernmost mile of the City's shoreline as identified on attached map. Actual project cost is not yet finalized but City's cost share ranges from \$500k to \$2.58M. Sand placement will take place during non-sea turtle nesting season (November to March) 2015 or 2016. Additional information is provided in attached memo.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Broward County
- (2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext 4097
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$500K to \$2.58M CIP 14-223.-Acct# 302-7501-530.65-12.
(Funds to be appropriated in Five Year CIP)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	10/29/15	APPROVE	
Finance	11/2/15	APPROVE	
Budget	11-2-15	APPROVE	
City Attorney	11-2-15	APPROVE ✓	

 Advisory Board
 Development Services Director
 X City Manager 



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
<u> </u>	<u> </u>	<u> </u>	<u> </u>
2nd Reading			
<u> </u>	<u> </u>	<u> </u>	<u> </u>



BERTHA W. HENRY, County Administrator
115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

September 21, 2015

Mr. Dennis Beach, City Manager
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

RE: Segment II Shore Protection Interlocal Agreements

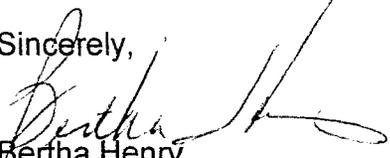
Dear Mr. Beach: 

Attached, please find the Segment II Shore Protection Project Interlocal Agreement (ILA) between Broward County and the City of Pompano Beach, providing for the City's cost share participation in the forthcoming Segment II construction project as part of the required local cost share.

The project Interlocal Agreement has been revised to incorporate comments received by our municipal partners in the project and to address the requirements provided by the Corps of Engineers (Corps), as reflected in the Project Partnership Agreement (PPA). As you will recall, these conditions were discussed at the project meeting held on July 1, 2015.

While Broward County is preparing to move forward with the project bid announcement, we cannot award the project until receipt of the PPA from the Corps and the municipal ILA's. The Corps has indicated we can expect the PPA in November. Accordingly, we ask that you please return the executed ILAs to the County by November 1, 2015. With all documents in hand, we can move promptly to project construction.

If you have any questions, please feel free to give me call or contact Nicole Sharp directly at 954-519-1231.

Sincerely,

Bertha Henry
County Administrator

Cc: Broward County Board of County Commissioners
Cynthia Chambers, Director, Environmental Protection & Growth Management
Dr. Jennifer Jurado, Director, Environmental Planning & Community Resilience
Nicole Sharp, Natural Resources Administrator



City Attorney's Communication #2016-123

October 29, 2015

TO: Robert A. McCaughan, Public Works Director
FROM: Carrie L. Sarver, Assistant City Attorney
RE: Resolution – Segment II Shore Protection Interlocal Agreement

As requested, attached please find the following Resolution addressing the above-referenced matter:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH RELATING TO THE BROWARD COUNTY, SEGMENT II, SHORE PROTECTION PROJECT; PROVIDING AN EFFECTIVE DATE.

Please ensure that the appropriate city signature page is attached to the agreement prior to presenting the resolution to the City Commission.


CARRIE L. SARVER

/jrm
l:cor/pw/2016-123

Attachment

RESOLUTION NO. 2016-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH RELATING TO THE BROWARD COUNTY, SEGMENT II, SHORE PROTECTION PROJECT; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Interlocal Agreement between Broward County and the City of Pompano Beach relating to the Broward County, Segment II, Shore Protection Project, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between Broward County and the City of Pompano Beach.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



Phone: (954) 786-4507

**City of Pompano Beach
PUBLIC WORKS DEPARTMENT**

Fax: (954) 786-4028

MEMORANDUM NO: 2016-05

DATE: October 30, 2015
TO: Dennis Beach, City Manager
FROM: Robert McCaughan, Public Works Director *RAM*
SUBJECT: Segment II Shore Protection Project

The Segment II Shore Protection Project impacts the southernmost mile of the City's beach, from SE 4th Street through the City's southern City limit. The project is currently being advertised with a bid closure date of November 4, 2015. The renourishment sand will be trucked in from an inland mine and the Contractor' truck staging area is still be determined. The existing beach access at SE 12th Street will be the only one the contractor will use for sand placement on our beach. The actual construction period has not yet determined but the contract is structured such that the renourishment can occur this non sea turtle nesting season or next (November thru March).

The attached summary estimates the project cost to be \$55.6M. Per the ILA, Broward County pays 67% of total project cost and the remaining 33% is shared among cities of Ft Lauderdale (72.4%), Lauderdale by the Sea (5.3%) and Pompano Beach (22.3%) based on the volume of sand placed on each municipality's beach. The cost share for Pompano Beach ranges between \$500K and \$2.58M but there are several factors that will impact the final cost the City must pay:

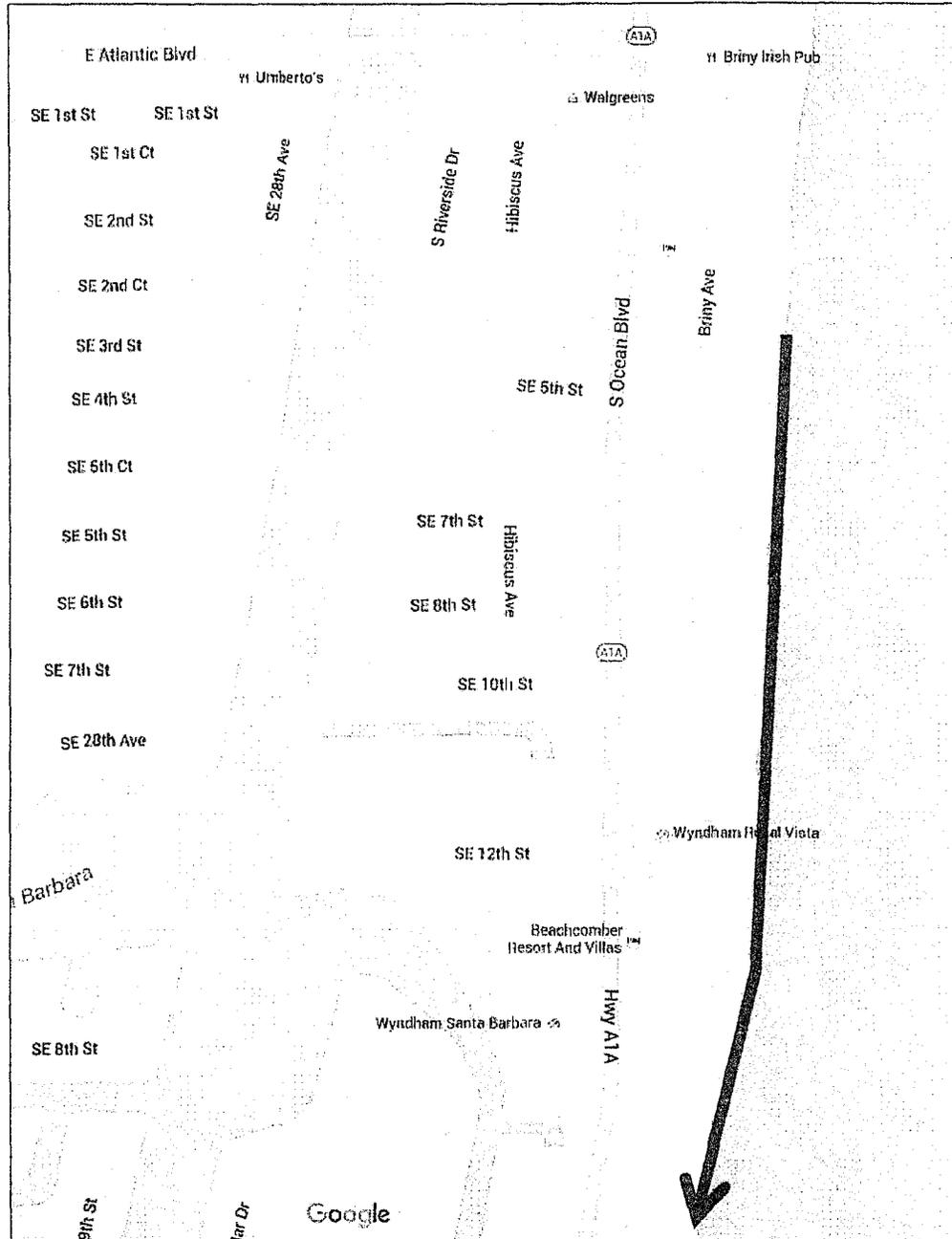
Amount of Bid Award

Actual Amount of Sand placed on our beach

Federal Cost Share Contributed

The City must reimburse the County in three equal payments starting the October following the completion date of our beach's renourishment and each October for two years thereafter. Assuming our beach is renourished this current Fiscal Year, at high end of estimated cost range, first payment of \$860K payment would be due Nov 16, 2016.

RAM/nl



Limits of Beach
Renouishment:
SE 4th Street south
Thru City Limit

SEGMENT II TOTAL ESTIMATED PROJECT COST: \$55.6M

	Max. Contribution (in millions) Assumes No Federal Reimbursement	Min. Contribution (in millions) Assumes Full Federal Reimbursement*
Federal	\$0.00	\$30.58
State	\$10.43	\$10.43
County	\$23.76	\$2.26
City	\$11.31	\$2.23
<i>Ft. Laud (72.4%)</i>	\$8.38	\$1.61
<i>Pompano (22.3%)</i>	\$2.58	\$0.50
<i>LBTS (5.3%)</i>	\$0.35	\$0.12

1. The total estimated project cost is \$55.6m which includes permitting, engineering, design, construction, mitigation, and monitoring (for project life).
2. Based upon 55% full Federal reimbursable cost sharing in 2014 Limited Re-evaluation Report*
3. County/City split assumes 67% and 33% cost share, however the City and County cost share amounts are reduced by the County contribution of \$10.1m, of which 33% is credited towards City costs and 67% is credited towards County costs. LBTS' cash contribution is adjusted based on renourishment benefit received.
4. The City cost-sharing percentage is based upon estimated project volume. If project volume exceeds estimate, the Federal, State, County and City shares will change.

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF POMPANO BEACH

relating to the

BROWARD COUNTY, SEGMENT II,
SHORE PROTECTION PROJECT

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY,"

AND

City of Pompano Beach, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "CITY."

WHEREAS, this Agreement is entered into pursuant to Chapter 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, since the inception of the Beach Management Program in the late 1960s, COUNTY has acted as the local sponsor for the U.S. Army Corps of Engineers ("Corps") Shore Protection Program through Interlocal Agreement; and

WHEREAS, the United States, the State of Florida, COUNTY, and CITY intend to engage in a cooperative effort to restore and replenish the beach within CITY and in other locations through a Shore Protection Project, hereinafter called PROJECT, as more particularly described in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, the State of Florida has committed Ten Million Four Hundred Thirty-three Thousand and 00/100 Dollars (\$10,433,000.00) ("STATE Contribution"), and COUNTY has committed Ten Million One Hundred Thousand and 00/100 Dollars (\$10,100,000.00) ("COUNTY Contribution") to the PROJECT to defray PROJECT costs; and

WHEREAS, COUNTY has sought reimbursement from the Corps pursuant to a Project Partnership Agreement, along with additional State funding, to defray PROJECT costs ("FEDERAL Contribution"); and

WHEREAS, COUNTY has agreed to fund sixty-seven percent (67%), and the Cities of Fort Lauderdale and Pompano Beach and the Town of Lauderdale-by-the-Sea (the "Cities") have collectively agreed to fund thirty-three percent (33%) of the PROJECT costs as reduced by STATE contribution and FEDERAL contribution ("Local PROJECT Costs"); and

WHEREAS, it is anticipated that COUNTY will enter into an agreement with an engineering consultant to develop the plans and specifications, and to provide necessary engineering consulting services for the PROJECT ("CONSULTANT"); and

WHEREAS, it is anticipated that COUNTY will solicit a contractor capable of completing the required work in accordance with the PROJECT plans and specifications that include truck hauling of fill material, versus offshore dredging projects ("CONTRACTOR"); and

WHEREAS, CITY and COUNTY have entered into a Temporary Access Agreement for the PROJECT, Segment II, that provides temporary access on, over, across, and through CITY property for the purpose of facilitating the design, construction, installation, inspection, and maintenance of the PROJECT; and

WHEREAS, the parties are desirous of entering into a reimbursement agreement for the PROJECT whereby each of the Cities will collectively reimburse COUNTY for thirty-three percent (33%) of the Local PROJECT Costs (the "CITIES' Contribution"), NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and CITY agree as follows:

ARTICLE 1

SCOPE OF SERVICES

- 1.1 COUNTY shall cause the PROJECT to be completed in accordance with permit conditions, construction contract documents, plans, and specifications for the PROJECT. CITY and COUNTY agree that COUNTY's performance under this Agreement is subject to COUNTY obtaining all necessary permits, and is subject to adequate funding assurances from federal, State, and local governments, and subject to a bid from CONTRACTOR which is acceptable to COUNTY.
- 1.2 COUNTY agrees that all monies contributed by CITY pursuant to this Agreement shall be expended exclusively for the PROJECT, and in accordance with permit conditions, construction contract documents, plans, and specifications for the PROJECT.

- 1.3 COUNTY shall ensure that the PROJECT is constructed so that all sand placed onto the beach is beach-compatible sand in accordance with the approved technical and environmental documents for the PROJECT.
- 1.4 COUNTY shall provide CITY access to all records and shall allow the audit of any books, documents, and papers associated with the PROJECT.
- 1.5 CITY shall reimburse COUNTY for CITY's apportioned share of the cost of the PROJECT, as set forth in Section 3.1. CITY shall be responsible in its apportioned share, as set forth in Section 3.1, for any obligations, financial or otherwise, imposed on COUNTY by the State or federal government as a result of COUNTY's construction, operation, maintenance, and monitoring of the PROJECT.
- 1.6 In accordance with Section 402 of the Water Resources Development Act of 1986 (33 U.S.C. 701b-12), as amended, CITY shall prepare a floodplain management plan within one (1) year after the effective date of this Agreement and shall implement such plan not later than one (1) year after completion of construction of the PROJECT. The plan shall be designed to reduce the impacts of future flood events in the PROJECT area, including, but not limited to, addressing those measures to be undertaken by nonfederal interests to preserve the level of flood protection provided by the PROJECT. CITY shall provide an informational copy of the plan to COUNTY upon its preparation.
- 1.7 CITY shall prevent obstructions or encroachments on the PROJECT (including prescribing and enforcing regulations to prevent such obstructions or encroachments) such as any new developments on PROJECT lands, easements, and rights-of-way or the addition of facilities which might reduce the level of protection the PROJECT affords, hinder operation and maintenance of the PROJECT, or interfere with the PROJECT's proper function.
- 1.8 Except as set forth in Sections 1.5, 1.6, and 1.7 above, CITY shall have no duties, obligations, or responsibilities of any nature with respect to the construction of the PROJECT.

ARTICLE 2

TERM OF AGREEMENT

- 2.1 The term of this Agreement shall begin upon execution by COUNTY and, unless terminated by either party sooner pursuant to Article 6, shall terminate on December 31, 2021. Notwithstanding the termination of this Agreement, COUNTY shall reimburse CITY for any State or federal funding for the PROJECT received after the termination date, consistent with Section 3.1, up to the Cost Share Participation amount set forth in 3.1. The continuation of this Agreement

beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in Chapter 129, Florida Statutes.

- 2.2 All duties, obligations, and responsibilities of parties required by this Agreement shall be completed no later than December 31, 2021. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 3

BILLING AND PAYMENT

- 3.1 Final PROJECT costs shall include costs of design, permitting, engineering, construction, and annual monitoring costs for five (5) years of post-construction monitoring. Each City's proportionate share of the CITIES' Contribution to the Final PROJECT Costs shall be determined based on a City's proportionate share of the volume of sand placed on each of the beaches lying within the Cities of Fort Lauderdale and Pompano Beach and the Town of Lauderdale-by-the-Sea, respectively ("proportionate share"). Final PROJECT costs and CITY's proportionate share shall be determined after bid award, pursuant to a preconstruction survey. CITY's total reimbursement amount shall be calculated in accordance with the following formula:

PROJECT costs - STATE and FEDERAL Contributions - COUNTY Contribution x .33 x CITY's Proportionate Share = CITY's Total Reimbursement Amount.

However, the Town of Lauderdale-by-the-Sea's Total Reimbursement Amount shall not exceed Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00). If application of the foregoing formula results in a Total Reimbursement Amount for the Town of Lauderdale-by-the-Sea exceeding Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00), COUNTY shall be responsible for the difference between the Town's Total Reimbursement Amount, thereby ensuring that the Total Reimbursement Amount for the Cities of Fort Lauderdale and Pompano Beach remain unaffected. Any additional State and federal funding received by COUNTY after the effective date of this Agreement shall require recalculation of CITY's total reimbursement amount, by increasing the STATE and FEDERAL Contributions. If CITY has made payments pursuant to this Agreement at the time such subsequent funding is received, and the amount of such funding exceeds the amount due under this Agreement, COUNTY shall reimburse CITY for the difference between its original reimbursement amount and the recalculated reimbursement amount. In no event, however, shall such recalculated reimbursement amount be less than the amount calculated in accordance with the

following formula:

$[(.10 \times \text{PROJECT Costs}) - (.33 \times \text{COUNTY Contribution})] \times \text{CITY's Proportionate Share} = \text{Cost Share Participation.}$

As beach renourishment projects are anticipated to be an ongoing and recurring expense, a minimum participation of ten percent (10%) gives all parties a vested interest in current and future projects. Any STATE or FEDERAL Contribution that would cause CITY reimbursement to be less than the Cost Share Participation shall be retained by COUNTY for future beach renourishment purposes.

3.2 Any excessive costs, to be solely determined by COUNTY, resulting from onerous or impractical conditions placed on the PROJECT by CITY, will be the financial responsibility of CITY, and shall be reimbursed promptly following written notice of excessive cost by COUNTY. Excessive costs will be determined by COUNTY after reviewing the change of PROJECT construction at the direction of CITY.

3.3 METHOD OF BILLING AND PAYMENT

3.3.1 CITY Reimbursement payments shall be made in three (3) equal yearly payments. Commencing on the 15th of October after the Pompano Beach Shoreline has been renourished pursuant to this Agreement and each October 15th for two (2) years thereafter, COUNTY shall submit an original invoice plus one (1) copy to CITY for payment in accordance with Section 3.1 above.

3.3.2 No later than 15th of November after the Pompano Beach Shoreline has been renourished pursuant to this Agreement and no later than each November 15th for two (2) years thereafter, CITY shall submit payment in accordance with Section 3.1 above.

3.4 Payment will be made to COUNTY at:

Broward County Environmental Protection and Growth Management Department
Environmental Planning and Community Resilience Division
Attn: Nicole S. Sharp, P.E., Natural Resources Administrator
115 South Andrews Avenue, Room 329H
Fort Lauderdale, Florida 33301

ARTICLE 4

GOVERNMENT IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party except as provided herein, nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

COUNTY and CITY are political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their agents and employees to the extent permitted by law.

ARTICLE 5

INSURANCE

- 5.1 COUNTY and CITY are entities subject to Section 768.28, Florida Statutes, and COUNTY and CITY shall furnish the Risk Manager for CITY and COUNTY, respectively, with written verification of liability protection in accordance with state law prior to final execution of this Agreement.
- 5.2 Prior to COUNTY, CONTRACTOR, or CONSULTANT commencing any PROJECT work on the beach within CITY's jurisdiction, COUNTY shall require such CONTRACTOR or CONSULTANT to provide general liability and casualty insurance coverage in accordance with COUNTY's standards, naming COUNTY and CITY as additional insureds against any claims arising from the performance of work within CITY under this Agreement.

ARTICLE 6

TERMINATION

Prior to the time that COUNTY notifies CITY that the PROJECT will be commencing on the beach within CITY's jurisdiction, this Agreement may be terminated by either party upon ninety (90) days' written notice to the other party of such termination pursuant to Section 7.3, NOTICES. However, prior to termination by CITY, all expenses reasonably incurred by the CONSULTANT or CONTRACTOR shall be reimbursed by CITY in proportion to its anticipated volume, as described in Section 3.1 of this Agreement. After COUNTY has provided notice to CITY of commencement of or has commenced the PROJECT on the beach within CITY's jurisdiction, CITY shall not be entitled to terminate this Agreement. Notwithstanding the termination of this Agreement, COUNTY shall reimburse CITY for any State or federal funding for the PROJECT received after the termination date, consistent with Section 3.1. COUNTY may terminate this Agreement at any time for cause for reasons including, but not limited to, CITY's violation of Sections 1.5, 1.6, and 1.7. The obligations of Sections 1.5, 1.6, and 1.7 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7

MISCELLANEOUS

7.1 RESTORATION

If property damage is suffered within that portion of the beach within CITY in the performance of any work in connection with the PROJECT, COUNTY shall ensure that CONTRACTOR, promptly and with due diligence, fully restores that portion of the beach to the same condition that existed prior to the commencement of work under the PROJECT.

7.2 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.3 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

FOR CITY:

City Manager
Dennis Beach
100 W Atlantic Blvd
Pompano Beach, FL 33060

7.4 MATERIALITY AND WAIVER OF BREACH

7.4.1 COUNTY and CITY agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

7.4.2 COUNTY's and CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.5 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

7.6 JOINT PREPARATION

The parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

7.7 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 7 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 shall prevail and be given effect.

7.8 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the State courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either

party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

7.9 AMENDMENTS

The parties may amend this Agreement, including amendments to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by COUNTY and CITY or others delegated authority to or otherwise authorized to execute same on their behalf.

7.10 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

7.11 SUBSEQUENT AGREEMENTS

All of the benefits and terms granted CITY under this Agreement with respect to Article 3, Billing and Payment, are similar benefits and terms granted by COUNTY to any previous municipality within Broward County, Florida, regarding shore restoration projects located within Broward County.

7.12 NO INTEREST

Any monies which are the subject of a dispute regarding this Agreement and which are not paid by CITY when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by CITY and COUNTY.

7.13 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit "A" is incorporated into and made a part of this Agreement.

7.14 REPRESENTATION OF AUTHORITY

The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

7.15 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.16 EFFECTIVE DATE

Pursuant to Subsection 163.01(11), Florida Statutes, this Interlocal Agreement shall be effective upon filing of the fully executed Interlocal Agreement with the Clerk of the County for BROWARD COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and CITY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
(Date)

By _____
Daphne E. Jones (Date)
Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

DEJ/gmb
BC-Shore project
09/02/15
15-058

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF
POMPANO BEACH RELATING TO THE BROWARD COUNTY, SEGMENT II, SHORE
PROTECTION PROJECT.

Attest:

City Clerk

By _____
Mayor-Commissioner

____ day of _____, 20__

By _____
City Manager

____ day of _____, 20__

APPROVED AS TO FORM:

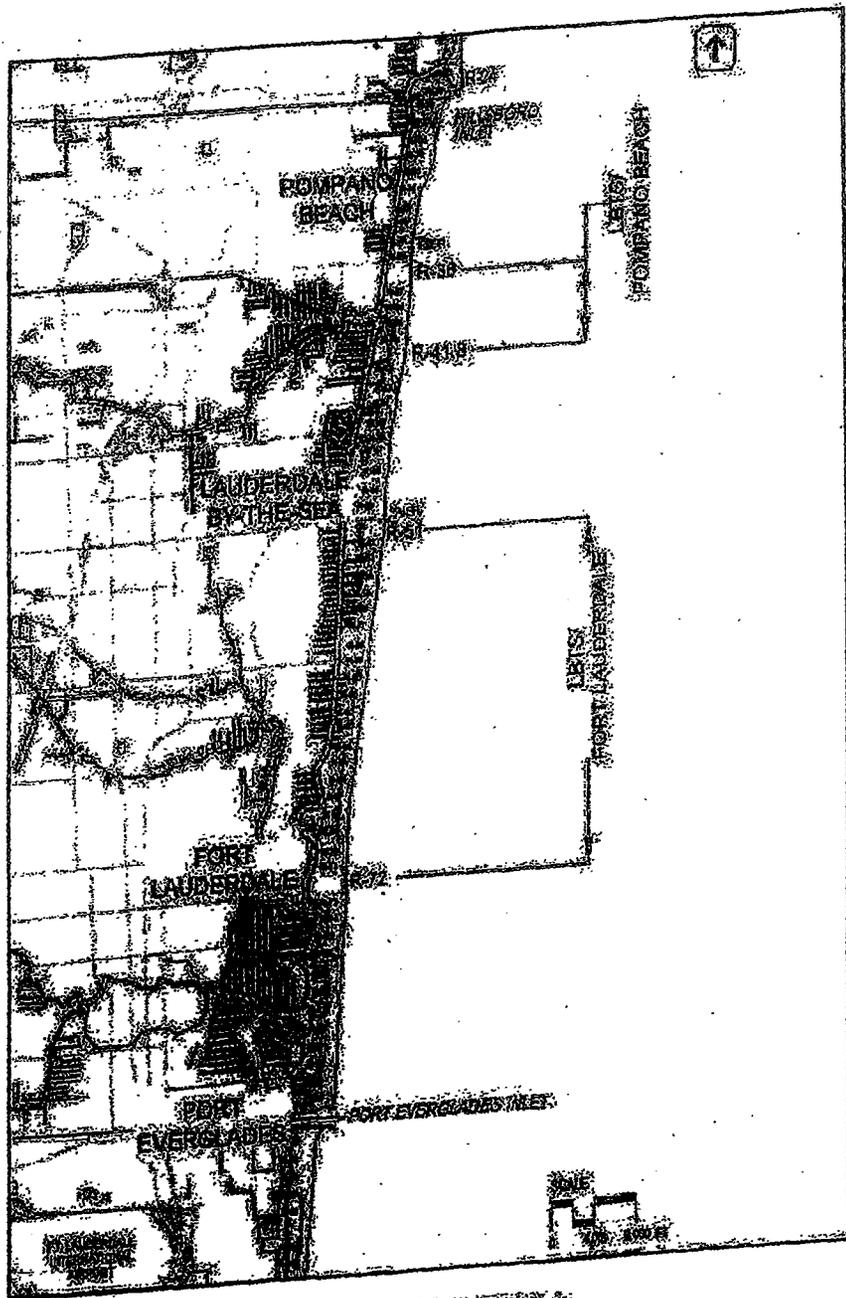
By _____
City Attorney

EXHIBIT "A"
Broward County Segment II Shore Protection Project

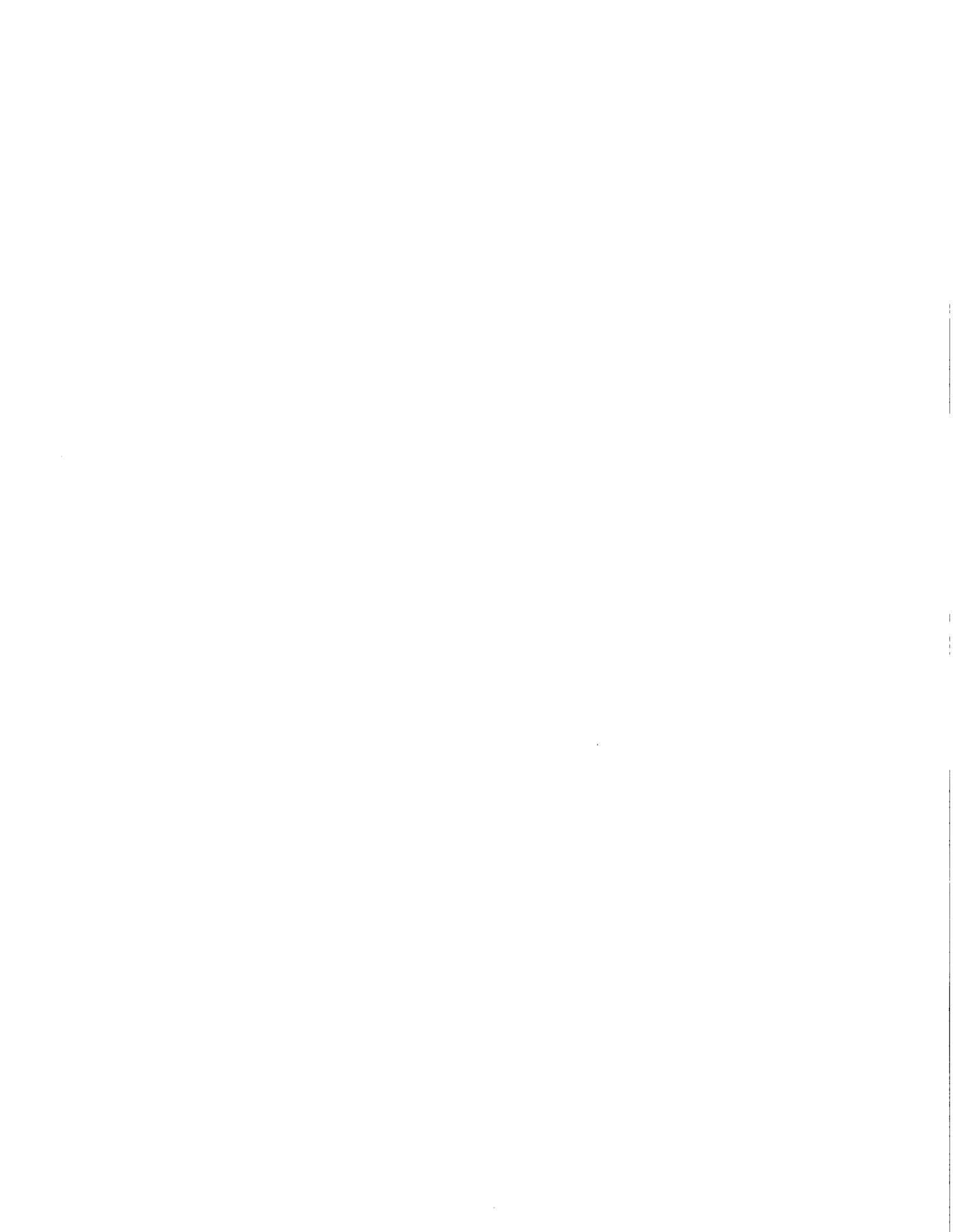
Project Description: The project consists of the nourishment of approximately 4.94 miles of critically eroding shoreline within Segment II (Hillsboro Inlet to Port Everglades). About 750,000 cubic yards of compatible sand will be placed on the subject beaches, which will include portions of south Pompano Beach, north and south Lauderdale-By-The Sea, and north and central Fort Lauderdale. Sand for the project will be obtained from upland sand mines and delivered to the project area by truck. The attached drawings illustrate the current project design. The attached design is subject to change in accordance with state of federal permit conditions, which are presently in negotiation.

Segment II Project Location: Previously constructed areas, for which an Erosion Control Line is established and recorded, lie between R25 and R53. For the proposed project, beach fill will be placed between DEP monuments R36 and R41.3 (SE 4th Street in Pompano Beach, to Ocean Colony Condominium in Lauderdale-By-The-Sea), and between monuments R51 and R72 (-300 feet south of Anglin's Pier in Lauderdale-By-The Sea, to Terramar Street in Fort Lauderdale).

EXHIBIT A LOCATION MAP



BROWARD COUNTY
SHORE PROTECTION PROJECT
SEGMENT II
LOCATION MAP



Meeting Date: November 10, 2015

Agenda Item 29

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PRECONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BURKHARDT CONSTRUCTION, INC. FOR THE OVERHEAD UTILITY UNDERGROUNDING PROJECT ON A1A FROM HILLSBORO BAY TO TERRA MAR ROAD; PROVIDING AN EFFECTIVE DATE. (\$503,512.50)

Summary of Purpose and Why:

Please find attached Preconstruction Services Agreement with Burkhardt Construction, Inc. in the amount of \$503,512.50, consistent with the Construction Management at Risk Contract (RFQ T-12-15) that was awarded to Burkhardt Construction (ranked No. 1) on February 24, 2015, to include the following: Value engineer the existing undergrounding design plans completed by Utility Engineering along A1A from Terra Mar Drive to the Inlet, secure all necessary easements along A1A, value engineer FPL preliminary plans of the side streets along A1A from Terra Mar Drive to SE 10th St following completion, secure all necessary easements along these side streets, public outreach, and develop guaranteed maximum price.



Accomplishing this item supports achieving Objective 5.4.7 "Complete undergrounding of electric on A1A" identified in the City's Great Places Strategy.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Engineering
- (2) Primary staff contact: Horacio Danovich / John Sfiropoulos Ext 7834 / 7009
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$503,512.50 from CIP 11-142, Acct No. 302-7420-530-6512

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Engineering	<u>10/28/15</u>	APPROVE	
Purchasing	<u>10/28/15</u>	APPROVE	
City Attorney	<u>10/28/15</u>	APPROVE ✓	
Finance	<u>10/30/15</u>	APPROVE	
Budget	<u>11-1-15</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager

ACTION TAKEN BY COMMISSION:

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





City Attorney's Communication #2016-121

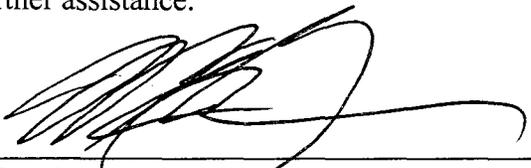
October 28, 2015

TO: John Sfiropoulos, P.E., Civil Engineer III
FROM: Mark E. Berman, City Attorney
RE: Burkhardt Construction, Inc. – Overhead Utility Undergrounding Project

As requested, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PRECONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BURKHARDT CONSTRUCTION, INC. FOR THE OVERHEAD UTILITY UNDERGROUNDING PROJECT ON A1A FROM HILLSBORO BAY TO TERRA MAR ROAD; PROVIDING AN EFFECTIVE DATE.

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



MARK E. BERMAN

MEB/jrm
l:cor/engr/2016-121

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PRECONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BURKHARDT CONSTRUCTION, INC. FOR THE OVERHEAD UTILITY UNDERGROUNDING PROJECT ON A1A FROM HILLSBORO BAY TO TERRA MAR ROAD; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement between the City of Pompano Beach and Burkhardt Construction, Inc. for the Overhead Utility Undergrounding Project on A1A from Hillsboro Bay to Terra Mar Road, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

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

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

CONSTRUCTION MANAGER-AT-RISK CONTRACT

This Contract made and entered into this _____ day of _____ between The City of Pompano Beach, a political subdivision of the State of Florida (“Owner”), and Burkhardt Construction, Inc. (“Construction Manager”), a Florida Corporation, having its principal office located at 1400 Alabama Avenue, West Palm Beach, Florida 33401.

WITNESSETH:

That the said Construction Manager, having been awarded the Contract for the: AIA Utilities Undergrounding (“**Project**”) in accordance with the Request for Qualifications T-12-15 (“RFQ”) therefore, and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Construction Manager and the Owner, the Construction Manager hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, incidentals and services necessary to fully complete all Work, as defined in Article 1.4.8 below, in accordance with all requirements of the Contract Documents, and in accordance with all applicable codes and governing regulations. The Contract Documents (“Contract Documents”) consist of this Contract, the General Conditions, and the following Exhibits, all hereto attached and made a part hereof:

PRE-CONSTRUCTION:

- A Pre-Construction Services Proposal dated July 14, 2015
- B Certificate of Insurance- Worker’s Compensation and Liability Coverage
- C The Request for Qualifications, T-12-15
- D List of Drawings, Specifications, and Addenda issued prior to execution of this Contract (incorporated herein by reference)

CONSTRUCTION PHASE (Exhibits to be attached conditioned upon Article 2.1.13.1):

- E Project Construction Budget/Schedule of Values (GMP)
- F Performance Bond
- G Payment Bond
- H Project Schedule
- I List of Drawings, Specifications, and Addenda issued at time of execution of GMP Amendment (incorporated herein by reference)
- J Certificate of Insurance

Attachment 1 GMP Amendment

ARTICLE 1

The Construction Team and Extent of Contract

1.1 The Construction Manager accepts the fiduciary relationship of trust and confidence established with the Owner by this Contract, and covenants with the Owner to furnish the Construction Manager's best skill and judgment in furthering the interests of the Owner, and to cooperate with the Owner and Architect in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to use Construction Manager's best efforts to perform and complete the Project in an expeditious and economical manner consistent with the interests of the Owner.

1.1.1 Construction Manager understands and agrees that a material inducement for the Owner entering into this Contract, following a competitive award process authorized under Florida law, was Construction Manager's representations about its expertise in the scheduling, sequencing and construction of a AIA Utilities Undergrounding and related infrastructure projects, as well as its superior familiarity with the unique local conditions and geography of the City of Pompano Beach, Florida, and the jobsite area. Construction Manager understands that time is of the essence in connection with the performance of the Work set forth in this Contract, and that even a minor breach of its terms may have a substantial, adverse impact upon the Owner, adjacent merchants, and the seasonal nature of City of Pompano Beach's economy, including the lifestyles of its residents and visitors. Accordingly, Construction Manager hereby affirms that the foregoing is true and correct, and that all anticipated costs to achieve the schedule and design intent have been included in the Guaranteed Maximum Price ("GMP") for the Project.

1.2 The Construction Team. The Construction Manager, the Owner, and the Architect (the "Construction Team") will cooperate together through the completion of construction. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Architect will provide leadership to the Construction Team on all matters relating to design. Nothing herein is intended to make the Owner liable for the acts or deeds of the Construction Manager, it being understood that Construction Manager at all times is an independent contractor

1.3 Extent of Contract. This Contract is complementary to the Drawings, Specifications and the General Conditions of the Contract, and together represent the entire integrated agreement between the Owner and the Construction Manager, superseding all prior negotiations, representations or agreements, either written or oral. Where this Contract is expressly in conflict with the General Conditions of the Contract, this Contract will prevail. Where this Contract is silent, the General Conditions of the Contract, and the requirements of the Drawings and Specifications will prevail, in that order. This Contract may be amended only by written instrument signed by the Owner and the Construction Manager.

1.4 Terms used in the Contract shall have the following meanings:

1.4.1 "Owner" means The City of Pompano Beach, Florida, or "City," and the terms may be used interchangeably;

- 1.4.2 "Project" means the AIA Utilities Undergrounding located as noted above;
- 1.4.3 "Design Professional" shall mean Architect, Engineer and other licensed Design Professionals engaged by the City;
- 1.4.4 "Contractor" means Construction Manager, and the terms may be used interchangeably;
- 1.4.5 "Subcontractor" means Trade Contractor, and the terms may be used interchangeably;
- 1.4.6 "Contract Sum" means Guaranteed Maximum Price ("GMP"), and the terms may be used interchangeably;
- 1.4.7 "Construction Team" means Owner, Architect and Construction Manager; and
- 1.4.8 "Work" means the totality of the obligations, including construction and other services, imposed on the Construction Manager by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, services, fees, expertise and incidentals provided or to be provided by the Construction Manager to fulfill the Construction Manager's obligations.

ARTICLE 2

Construction Manager's Basic Services

2.0 The Construction Manager's Basic Services under this Contract include Preconstruction Phase services, as addressed below, and Construction Phase services.

2.1 The Preconstruction Phase.

2.1 The Preconstruction Phase. It is the intent of the Construction Manager at Risk project delivery system to engage the Construction Manager as an active participant in the design process working with the Owner and Architect/Engineer in maintaining the project budget and project scope. The Construction Manager shall:

2.1.1 Provide preconstruction deliverables consisting of value engineering, constructability analysis, securing of easements, community outreach, and as otherwise set forth elsewhere herein and in Exhibit C, together with a Guaranteed Maximum Price proposal. The reports shall include a complete discussion and summary of the services provided in accordance with Subparagraphs 2.1.2 through 2.1.8 herein below, including the schedule and a detailed cost estimate.

2.1.2 Review designs during their development. Proactively advise the Architect with regard to the most effective approach for designing the project regarding issues of onsite use and improvements, selection of materials, building systems and equipment. Provide recommendations on relative feasibility of construction methods, compliance with applicable laws, codes, design standards, and ordinance; availability of materials and labor, time requirements for procurement, installation and construction and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary

budgets and possible economies, while maintaining the Owner's design objectives.

2.1.3 Provide, for the Architect/Engineer's and the Owner's review and acceptance, a Project Schedule that coordinates and integrates the Construction Manager's services, the Architect/Engineer's services and the Owner's responsibilities with anticipated construction schedules. The Construction Manager shall update this schedule periodically, as required.

2.1.4 Prepare for the Owner's approval a detailed estimate of Construction Cost, as defined in Article 8 herein, developed by using estimating techniques which anticipate the various elements of the Project, and based on design documents prepared by the Architect/Engineer. Update and refine the estimate with 30%, 60% and 90% Construction Documents. Advise the Owner and the Architect/Engineer if it appears that the Construction Cost may exceed the Project budget. Make recommendations for corrective action.

2.1.5 Coordinate Contract Documents by consulting with the Owner and the Architect/Engineer regarding Drawings and Specifications as they are being prepared, and recommending alternative solutions whenever design details affect construction feasibility, cost or schedules.

2.1.6 The Construction Manager agrees that time is of the essence in maintaining the project schedule. In an effort to achieve the project schedule, the Architect/Engineer will rely upon the input and recommendations of the Construction Manager in preparing the project documents, recognizing that cost is one of a number of issues which will influence the selection of building components and systems.

2.1.7 It is incumbent upon the Construction Manager to advise the Architect/Engineer of recommended building components and systems before the design professionals have comprehensively documented the materials, systems and equipment within the project.

2.1.8 NOT USED

2.1.9 Develop a Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor. Provide the Project Construction Schedule for each set of bidding documents. Develop a plan for the phasing of construction, if phasing is required.

2.1.9.1 Establish a schedule for the purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect/Engineer. Expedite and coordinate delivery of these purchases.

2.1.10 Provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. Develop bidding packages designed to minimize adverse effects of labor shortages.

2.1.11 Make recommendations for pre-qualification criteria for bidders and develop bidders' interest in the Project. Establish bidding schedules.

2.1.12 Schedule and conduct monthly meetings of the Construction Team, and prepare and distribute minutes.

2.1.13 Based upon Drawings and Specifications produced by the Architect/Engineer, develop Guaranteed Maximum Price (GMP) proposal(s) at 90% Construction Documents, including, a Project Construction Schedule, itemized by Trade Contract, for phases of Work as required by the Owner. If the documents as prepared by the Architect/Engineer are not adequate for the development of a Guaranteed Maximum Price, the Construction Manager shall notify the Owner immediately, prior to developing the GMP. All assumptions made by the Construction Manager in the development of the GMP shall be specifically listed in the GMP proposals, and the GMP will not be adjusted due to assumptions made by the Construction Manager, but not included in the GMP proposal.

2.1.13.1 If the GMP proposal is accepted, in writing, by the Owner, it will become an Amendment to this Contract which will establish the GMP and Contract Time for the Work. A Public Construction Bond acceptable to Owner must be executed simultaneously with the GMP amendment.

2.1.13.2 If the GMP proposal is not accepted by the Owner, the Owner shall so notify the Construction Manager in writing. The Construction Manager shall then recommend adjustments to the Work through value engineering. The Construction Team and Owner will discuss and negotiate these recommendations for no more than thirty (30) calendar days, unless an extension is granted in writing by the Owner. If an acceptable GMP is not developed, negotiations may be terminated, and the Owner may initiate negotiations with another Construction Manager.

2.1.14 The Construction Manager's personnel to be assigned during this phase and their duties are identified, as follows: To be determined, and at all times subject to Owner's approval.

2.2 Construction Phase. Unless otherwise authorized by the Owner, in writing, all Work shall be performed under Trade Contracts with the Construction Manager. The Construction Manager shall not bid on any of the Trade Contractor Work, or perform such Work with its own forces, without prior written notification and consent of the Owner. THE CONSTRUCTION MANAGER SHALL, WITHOUT LIMITATION:

2.2.1 Administer the Construction Phase as provided herein and in the General Conditions of the Contract.

2.2.2 Commence the Work within ten (10) days after receipt of a written Notice to proceed from the Owner.

2.2.3 With respect to work to be subcontracted by Construction Manager: a) Develop procedures that are reasonably acceptable to the Owner for the prequalification of Trade Contractors; b) Develop Trade Contractor interest in the Project, and conduct pre-bid conferences with interested bidders to review the documents; c) Take competitive bids on the Work of the various Trade Contractors or, if specifically authorized by the Owner, in writing, negotiate for the performance of that Work; d) Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work; e) Analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with the Owner and

Architect bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the desired scope of Work; f) Review the scope of Work in detail with apparent low responsive bidders to determine that their bids are complete but do not include duplicate scope items; g) Maintain records of all pre-award interviews with apparent low bidders; h) Promptly award and execute Trade Contracts with approved Trade Contractors; i) Provide copies of fully executed Trade Contracts, insurance certificates, and, if required, bonds, to the Owner.

2.2.4 With respect to the scheduling, sequencing, and coordination of the Work: a) Manage, schedule and coordinate the Work, including the Work of the Trade Contractors, and coordinate the Work with the activities and responsibilities of the Owner, Architect and Construction Manager in order to complete the Project in accordance with the Owner's objectives of cost, time, and quality as set forth in the Contract Documents; b) Develop and maintain a program, acceptable to the Owner and Architect, to assure quality control of the Work; c) Supervise the Work of all Trade Contractors so that the work conforms to the requirements of the plans and specifications; d) Provide instructions to each Trade Contractor when its Work does not conform to the requirements of the plans and specifications so that the work conforms to the requirements of the plans and specifications, and continue to manage each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the progress of the Work; e) Should disagreement occur between the Construction Manager and the Architect over acceptability of Work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability, and the Owner's decision thereon shall be final and binding.

2.2.5 Maintain at all times exclusively for this Project adequate, competent staffing to coordinate and direct the Work and progress of the Trade Contractors on the Project. The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the Subcontractors and shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit "D" to this Contract. Construction Manager shall not change any of those persons named in Exhibit "D" unless mutually agreed to by the Owner and Construction Manager, in writing. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. All of the Construction Manager's on-site management and supervisory personnel shall be consistent with the RFP presentation that preceded the execution of this Contract, and shall not be removed or replaced without the Owner's written consent. The Owner shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Owner. In such event, the Construction Manager shall promptly replace such personnel, without entitlement to additional compensation or additional time for the replacement.

2.2.5.1 Establish and maintain a) on-site organization and lines of authority in order to carry out the overall plans of the Construction Team; b) Identify an on-site staff member to represent the

Construction Manager, on a daily basis, with authority to negotiate Change Orders and contract modifications on behalf of the Construction Manager; c) Make available such executive personnel as necessary to execute Change Orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work.

2.2.6 Establish and maintain a) procedures for coordination among the Owner, Architect, Trade Contractors and Construction Manager with respect to all aspects of the Work; b) Implement such procedures, incorporate them into a Project resource manual, and distribute manuals to the Construction Team.

2.2.6.1 Require of the various Trade Contractors such Coordination Drawings as may be necessary to properly coordinate the Work among the Trade Contractors.

2.2.6.2 In collaboration with the Architect, establish and implement procedures for tracking and expediting the processing of shop drawings, samples, Requests for Information (“RFI”), and other submittals as required by the General Conditions of the Contract.

2.2.7 Schedule and conduct weekly or more frequent progress meetings with Trade Contractors to review such matters as job procedures, job safety, construction progress, schedule, shop drawing status and other information as necessary. Construction Manager shall provide prior notice to Owner and Architect of all such meetings, and prepare and distribute minutes. Additionally, Construction Manager shall schedule and attend Team meetings with the Architect and Owner.

2.2.8 Review the Project schedule with the various Trade Contractors and review, or expand, the level of detail to incorporate specific Trade Contractor input consistent with the overall completion requirements. Construction Manager shall regularly monitor and update the Project Schedule and various sub-networks as construction progresses, identify potential variances between scheduled and probable completion dates, review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. Construction Manager shall provide summary reports of each monitoring and document all changes in schedule, and prepare regular schedule updates and reporting which shall be included as part of the monthly Project report outlined in Subparagraph 2.2.16 herein.

2.2.9 Determine the adequacy of the Trade Contractors’ personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Owner and the Architect, take necessary corrective actions when requirements of a Trade Contract or a Trade Contract Schedule are not being met.

2.2.10 If applicable, whenever Owner-Furnished Contractor-Installed (“OFCI”) materials or equipment are shipped to the Project site, the Construction Manager shall notify the Owner and shall be responsible for their inspection, proper storage, and incorporation into the Work; provided the scope of the OFCI work is included within the Guaranteed Maximum Price.

2.2.11 Develop and maintain an effective system of Project cost control which is satisfactory to the Owner. Revise and refine the initially approved Project Construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise Owner and Architect whenever projected costs exceed budgets or estimates. Cost Control reports shall be included as part of the monthly Project report outlined in Subparagraph 2.3.16 herein.

2.2.12 Maintain a system of accounting satisfactory to Owner and consistent with generally accepted construction accounting principles. The Construction Manager shall preserve all accounting records for a period of four (4) years after final acceptance of the Work or as otherwise requested in writing by the Owner. The Owner, or the Owner's auditors shall have access to all such accounting records, supporting documentation, correspondence, subcontracts, purchase orders, and other things relating to this Contract, at any time during regular business hours, both throughout the performance of the Work, and for a period of four (4) years after final payment of the Work.

2.2.13 Develop and implement a system for the preparation, review and processing of Change Orders. Without assuming any of the Architect's responsibilities for, among other things, design, recommend necessary or desirable changes to the Owner and the Architect, review requests for changes and submit recommendations to the Owner and Architect.

2.2.13.1 When requested by the Owner or Architect, promptly prepare and submit informal estimates of probable cost for changes proposed in the Work including similar estimates from the Trade Contractors. If directed by the Owner, promptly secure formal written Change Order Proposals from such Trade Contractors.

2.2.14 Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors and Sub-subcontractors. The OSHA guidelines shall serve as the basis for the construction safety program. If the Owner implements an Owner Provided Insurance Program as provided for in Article 11, the Construction Manager shall cooperate with the safety representatives of the Owner's Insurance Administrator and/or the Owner's insurance carrier(s) in the course of construction site inspections and in all other matters related to job safety and accident prevention.

2.2.14.1 Promptly notify the Owner and, where applicable, the Owner's Insurance Administrator, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the Project site.

2.2.14.2 At progress meetings with Trade Contractors, conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to the Owner's Representative on request. The minutes of job safety and accident prevention portion of such

progress meetings shall be made available to the Owner's Insurance Administrator, where applicable, upon request.

2.2.14.3 Designate a full-time staff member as the Project safety director who shall oversee job safety and accident prevention for the Construction Manager, Trade Contractors and Sub-subcontractors involved in the Work, in addition to any other responsibilities assigned to such staff member.

2.2.15 Make provisions for Project security acceptable to the Owner, to protect the Project site and materials stored off-site, or on-site, against theft, vandalism, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

2.2.16 Record the progress of the Project. Submit written monthly progress reports to the Owner and the Engineer including information on the Trade Contractors' Work, the percentage of completion, current estimating, computerized updated monthly Critical Path Method scheduling and Project accounting reports, including Estimated Time to Completion and Estimated Cost to Complete. Keep a daily log available to the Owner and the Architect. Report and record such additional information related to construction as may be requested by the Owner. (For Horizontal Construction only: Construction Manager may substitute a Bar Chart, so long as the Bar Chart software provides the functional equivalent, to the extent possible, of the CPM provisions set forth in this Contract and its General Conditions. The Bar Chart format must be acceptable to the Owner. This parenthetical provision shall govern any provisions hereafter dealing with CPM Scheduling.)

2.2.17 The Construction Manager shall be responsible for the removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, lead-based paint, and any asbestos or asbestos-related products as may be required in connection with the Work. Hazardous material, described by federal guidelines brought by the Construction Manager or the Trade Contractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the documents, or which was not discovered or should have been discovered during performance of the Pre-Con Agreement, shall be considered a concealed condition and may become the responsibility of the Construction Manager in a Change Order increasing the Guaranteed Maximum Price for any additional costs incurred in connection therewith. Such Change Order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition, as more particularly set forth in the General Conditions.

2.2.18 The Construction Manager shall prepare a Project Manual, as more particularly set forth in RFP Terms and Conditions, Article IV, pp. 21-22 thereof, incorporated herein by reference and made a part hereof.

ARTICLE 3

Additional Services

3.1 Upon the mutual agreement of the Owner and the Construction Manager, and upon written authorization from the Owner, the Construction Manager shall provide additional services that are beyond the scope of the Basic Services described in Article 2 herein. The Construction Manager shall be compensated for such additional services by Change Order to be negotiated by the Owner and the Construction Manager at the time of the additional service request, as set forth in the General Conditions.

ARTICLE 4

Owner's Responsibilities

4.1 The Owner will designate a representative to act in its behalf. This representative, or his/her designee will receive progress reports of the Work from the Construction Manager, serve as liaison with the Construction Manager and the Architect, receive and process communications and paperwork, and represent the Owner in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee, or any changes thereto.

ARTICLE 5

Schedule

5.1 Preconstruction Phase. The Construction Manager shall complete the documents and things provided for in Article 2.1, et. seq., above, within three hundred sixty five (365) calendar days from the date of this Contract, and Guaranteed Maximum Price Proposal within sixty (60) calendar days after the Architect/Engineer documents (in 30% 60% and 90% completion) have been made available to the Construction Manager.

5.2 Construction Phase. The performance of the Work under the Construction Phase of this Contract shall be substantially completed by the Construction Manager on or before November 24, 2010, time being of the essence in this Contract, as more particularly set forth in Exhibit "G" hereto attached and made a part hereof, and receipt of building permits, as may be later adjusted by Change Order(s), if any, and subject to adjustment for delays as otherwise provided for in this Contract.

5.3 The Construction Manager agrees to complete the Work in accordance with the agreed upon substantial completion date set forth in Exhibit "G." The Construction Manager acknowledges that time is of the essence throughout this Contract, and that failure to complete

the Project within the time set forth in the approved schedule will result in substantial damages to the Owner that are impossible to precisely ascertain. Upon failure of the Construction Manager to substantially complete the Project within the specified period of time, plus approved time extensions, Construction Manager shall pay to the Owner, as liquidated damages and not as a penalty, the sum of \$1,000 for each calendar day in excess of the established substantial contract completion date, plus approved time extensions. After achieving substantial completion, as more particularly addressed in GC 71 and its several subparts, should Construction Manager fail to complete the remaining Work within the time specified for final completion in Exhibit "G," plus approved time extensions, if any, and after providing Construction Manager with seven (7) days advance written notice, Owner shall have the right to complete the work through other means, and the costs therefore shall be set-off against retainage remaining in the contract balances, which, if insufficient, the balance shall be paid to Owner by Construction Manager, or its performance bond Surety.

5.4 The Owner may direct the Construction Manager to expedite the Work by whatever means the Construction Manager may use, including, without limitation, increasing staffing or working overtime to bring the Work back within the agreed construction schedule. If expediting the Work is required due to reasons within the control or responsibility of the Construction Manager, then the additional costs incurred shall be chargeable to the Cost of the Work as part of, and subject to the GMP. If the expediting of the Work is required due to reasons outside the control or responsibility of the Construction Manager, then in such event, the additional costs incurred shall be the subject of an appropriate adjustment by Change Order, as elsewhere provided for in the General Conditions.

5.5 The Owner shall have the right to occupy, or use, any portion of the Work prior to completion of the Project. If use or occupancy ahead of schedule affects the cost of the Project or the schedule for the Work, the Construction Manager shall so notify the Owner, in writing, and the use or occupancy will be treated as a Change to the Work in accordance with Article 9, herein.

ARTICLE 6

Guaranteed Maximum Price

6.1 The "Guaranteed Maximum Price" (GMP), also referred to as the Contract Sum, includes Cost of the Work required by the Contract Documents as defined in Article 8 herein, the Construction Manager's Fixed Fee as defined in Paragraph 6.1.1 below, the Contingency Fund, and Construction Manager's Lump Sum General Conditions. The GMP will be established based on construction documents prepared by the Architect/Engineer. The GMP is guaranteed by the Construction Manager not to exceed the amount established herein, subject to additions and deductions by Change Order as provided for elsewhere in this Contract. Cost which would cause the GMP to be exceeded shall be paid by the Construction Manager without recourse or reimbursement by the Owner.

6.1.1 The Construction Manager's Fixed Fee for performance of the Work as later set forth in GMP

Amendment.

6.2 The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established.

6.3 If and only in the event that this Project is substantially completed within the scheduled substantial completion date, as may be adjusted as provided for elsewhere herein, the following shared savings provisions shall apply: Upon final completion of the Work, if the total cost of the Work (excluding any unused portion of the Contingency Fund) is less than the Guaranteed Maximum Price, taking into account any adjustments made during the term of this Contract, as provided for elsewhere herein, the Owner and Construction Manager will be entitled to share this savings, as follows: Construction Manager will receive an amount equal to 50% of the difference between the actual cost of the Work and the final GMP amount (excluding any unused portion of the Contingency Fund), not to exceed, in any event, 3% of the adjusted GMP amount (excluding any unused portion of the Contingency Fund). Construction Manager's portion of these shared savings will be added to Contractor's Fee, and included in Construction Manager's Final Payment. Liquidated damages, if any, are different from, and are not a part of, this calculation.

6.4 The GMP shall include an agreed upon sum as a construction contingency fund which is exclusively reserved to cover Construction Manager's unanticipated and unforeseen Project conditions not otherwise covered by insurance, inadvertent, non-negligent scope and pricing omissions and errors, and other damages that are sustained by Construction Manager during the estimating, buy-out, and construction process, unless specifically enumerated as non-reimbursable costs of the Work as provided for elsewhere in this Contract. This Contingency Fund is not to be used for changes in the scope of the Work, which are otherwise provided for in the contract documents addressing Change Orders. No draws against the Contingency Fund may be made unless specifically agreed to by the Owner, in writing. There shall be no entitlement to overhead, fee, and general conditions in connection with any approved payments from the Contingency Fund. The Construction Manager will be required to furnish documentation required by the Owner evidencing expenditures charged to this contingency prior to the release of funds by the Owner. The Architect-Engineer shall verify the actual costs, which are subject to audit.

6.5 By execution of this Contract, the Construction Manager certifies that all factual unit costs supporting the fees specified in this Contract are accurate, complete and current at the time of negotiations; and that any other factual unit costs that may be furnished the Owner in the future to support any additional fees that may be authorized will also be accurate and complete. The fees specified in this Contract and any additional fees that may be authorized in the future shall be adjusted to exclude any significant sums by which the Owner determines the fee was increased due to inaccurate, incomplete, or non-current factual unit costs.

6.6 Adjustments to the GMP will be made as described in the Conditions of the Contract.

ARTICLE 7

Payments to Construction Manager

7.1 In consideration of the performance of the Contract, the Owner agrees to pay the Construction Manager, as compensation for its services as set forth below:

7.1.1 For preconstruction services, the total sum of Five Hundred Three Thousand, Five Hundred Twelve Dollars and 50/100 (\$503,512.50) to be paid upon the satisfactory completion of line items for each Task as specified in a Pre-Construction Schedule of Values that is agreed to by the parties, in writing, before commencement of the Preconstruction services.

TOTAL: \$503,512.50

7.1.1.1 Upon receipt of the Notice to Proceed, the Construction Manager shall begin providing the indemnification described in the Conditions of the Contract, as part of the fee established for the first phase of preconstruction services.

7.1.2 Upon acceptance of the GMP, the amount established in the GMP Amendment to this Contract, which includes the Construction Manager's fee and Lump Sum General Conditions as described in Paragraph 7.2 and the Cost of the Work as described in Article 8, to be paid monthly as described in the General Conditions of the Contract.

7.1.2.1 As required by Section 287.0585, F.S., within seven working days from receipt of payment from the Owner, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade Contractor's Work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's Work. The Construction Manager shall, by appropriate Contract with each Trade Contractor, require each Trade Contractor to make payments to its subcontractors in a similar manner.

7.1.3 Pay requests for preconstruction services and for construction shall be documented in accordance with the General Conditions.

7.2 Construction Manager's Lump Sum General Conditions during the Construction Phase includes, without limitation, the following:

7.2.1 The cost of its home or branch office employees or consultants not at the Project site, including the cost of all benefits, insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

7.2.2 The cost of its field employees identified in Subparagraph 2.2.5 herein, or their approved replacements, including the cost of all benefits, insurance, and taxes attributable to wages and salaries for said field employees.

7.2.3 General operating expenses of the Construction Manager's principal and branch offices other than

the field office.

7.2.4 Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

7.2.5 Overhead and profit, or general expenses of any kind, except as may be expressly included in Article 8, herein, as Cost of the Work.

7.2.6 All travel and per diem costs of Construction Manager's employees and consultants.

7.2.7 Those services set forth in Article 2.2.

7.2.8 Expenses such as long distance telephone calls, telephone service at the site, postage, office supplies, expressage, and similar items in connection with the Work.

7.2.9 Cost of equipment such as laptops, cameras, radios, computers, cell phones, copiers, telephones, dictating units, trailers, vehicles and furniture purchased or rented by the Construction Manager.

7.2.10 Administration of direct tax savings purchase program.

7.2.11 All costs incurred during the guarantee period after construction.

7.3 Adjustments in the Lump Sum General Conditions associated with compensable Changes in the Work, or compensable delays, shall be made as described in the General Conditions of the Contract, and in strict accordance therewith.

ARTICLE 8

Cost of the Work

8.1 The term "Cost of the Work" shall mean direct construction costs, including Lump Sum General Conditions as more specifically addressed in 7.2 et.seq. above, and in 8.1.2 below, incurred specifically in and about the performance of the Work, and paid or incurred by the Construction Manager, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. Excluding those individuals included in the Lump Sum General Conditions, 8.1.2 below, the term "wages" used herein shall include the straight time and overtime pay authorized in writing by the Owner, and the cost of associated employee benefits. Excluding those individuals included in the Lump Sum General Conditions, employee benefits include, but are not limited to, unemployment taxes, social security taxes, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager, excluding bonuses. Employee benefits do not include Workers' Compensation insurance when such insurance is provided by the Owner in accordance with Article 11.

8.1.1 Subject at all times to the amount of the GMP, the Owner agrees to pay the Construction Manager for the reimbursable Costs of the Work as defined in Article 8, herein, and its subparts, through completion of the Work, plus the Construction Manager's Fixed Fee,

8.1.2 For Construction Phase services, as more particularly set forth in Article 2.2 and its subparts, above, and further including those line items in Exhibit "C" designated as General Conditions, the Construction Manager shall be paid a lump sum amount (included in the GMP and as set forth in the GMP Amendment), in installments, as provided for elsewhere in these Contract Documents, which amount is subject to the Contract audit provisions for the limited purposes of verifying the Construction Manager's warrants and representations set forth in Article 6.8 above. This Lump Sum General Conditions amount preempts, disables and governs those reimbursable Costs of the Work set forth in Article 7.2, et.seq. and this Article 8, and its subparts. In the event that those specified reimbursables conflict with, or are subsumed by this Lump Sum General Conditions, it is the intention of the parties that the Lump Sum will not be adjusted for any reasons whatsoever during the Construction Phase, except and solely for compensable Change Orders and compensable delays, if any, that increase the GMP, and extend the contract completion date in excess of thirty (30) calendar days beyond the agreed Substantial Completion date of midnight, as later set forth in the GMP Amendment. In the event that the Lump Sum is exceeded by actual costs for such items incurred by the Construction Manager, there shall be no entitlement to reimbursement from the Owner by way of Change Order, Claims, requests for equitable adjustments, or from the Construction Contingency.

8.2 *Cost of the Work includes, and is limited to, actual documented expenditure for the following cost items (all subparts below shall be preceded by the phrase "Except and to the extent governed by 8.1.2 above...":*

8.2.1 Subject to prior written approval by the Owner, wages paid for labor in the direct employ of the Construction Manager at the construction site other than those provided under Paragraph 7.2, herein, as a part of the Construction Manager's Fixed Fee in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Construction Manager, and including benefits, if any, as may be payable with respect thereto.

8.2.2 The cost of all materials, supplies and equipment incorporated into the Work or stored on site, including cost of transportation and storage thereof. At the Owner's sole discretion, the Owner may make payment for materials, supplies and/or equipment stored off-site and bonded.

8.2.3 Payments made by the Construction Manager to Trade Contractors for their Work performed pursuant to Trade Contracts with the Construction Manager.

8.2.4 Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Contract, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by the Owner, in

writing. The cost of insurance for the Construction Manager, Trade Contractors, and Sub-subcontractors at any tier in the Work shall be excluded for any insurance to be provided by the Owner in accordance with Article 11 herein.

8.2.5 Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.

8.2.6 Building and operating permit fees, inspection and filing fees, sewer and water fees, and deposits lost for causes other than the Construction Manager's own negligence.

8.2.7 Cost of removal and disposal of all debris including clean-up and trash removal.

8.2.8 Cost incurred due to an emergency affecting the safety of persons and/or property.

8.2.9 Subject to prior written approval by Owner, legal costs reasonably, and properly, resulting from prosecution of the Work for the Owner provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and the Owner or incurred in connection with disputes solely between the Construction Manager and Trade Contractors are the responsibility of the Construction Manager and shall not be included in the Cost of the Work.

8.2.10 Cost to the Construction Manager of temporary electric power, lighting, water, sanitary facilities, and heat required for the performance of the Work, or required to protect the Work from weather damage.

8.2.11 Cost to the Construction Manager of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary Project signs and costs of permits and fees pursuant to the General Conditions of the Contract.

8.2.12 Cost of watchmen or similar security services, if approved in writing by Owner.

8.2.13 Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Contract.

8.2.14 Cost of preparation of shop drawings, coordination plans, photographs, or as-built documents not included in Trade Contracts.

8.2.15 All costs for reproduction of documents to directly benefit the Work.

8.2.16 Costs directly, properly, and reasonably incurred in the performance of the Work and not included in the Construction Manager's Fee as set forth in Paragraph 7.2, herein.

8.2.17 Testing laboratory costs, except relating to defective or non-conforming work for which reimbursement is otherwise excluded by the Contract Documents.

8.2.18 Deposits lost for causes other than Construction Manager's or any Trade Contractor's negligence or failure to fulfill a specific responsibility to the Owner under the Contract Documents.

8.2.19 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen that are employed or consumed in the performance of the Work.

8.2.20 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager (upon prior written approval of the Owner, at the standard rate paid at the place of the Project) or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof.

8.2.21 Costs associated with setting up and demobilizing tool sheds, Project field offices, temporary fences, temporary roads, and temporary fire protection.

8.3 Costs not to be reimbursed include:

8.3.1 Those costs enumerated in Article 7.2.1 through 7.2.10 above, and as set forth in the Contract Documents as to be borne at the expense of the Construction Manager.

8.3.2 Salaries and other compensation of the Construction Manager's personnel stationed at Construction Manager's principal office or offices other than the site office;

8.3.3 Expenses of the Construction Manager's principal office and offices other than the site office;

8.3.4 Overhead and general expenses, except as may be expressly included in Article

8.3.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

8.3.6 Costs due to the negligence or failure of the Construction Manager, subcontractors and suppliers or anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

8.3.7 Any cost not specifically and expressly described in Section 8.3 and subparts;

8.3.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;

8.3.9 Costs resulting from failure of the Construction Manager or any subcontractor to procure and maintain insurance by the Contract Documents;

8.3.10 Amounts due by Construction Manager for federal and state income and franchise taxes, and the costs of licenses, fees, taxes, and other charges of a similar nature, required to be obtained or maintained by Construction Manager for the general conduct of its business;

8.3.11 Costs to replace or pay for lost or stolen machinery or equipment or materials, but only if not covered by Builder's Risk Insurance. Construction Manager may seek to recover replacement cost from insurance, sureties, Subcontractors, suppliers, or other such third parties;

8.3.12 The cost for any legal, accounting or other professional services except to the extent provided for in the reimbursable costs of the Work;

8.3.13 Penalties, fines, or costs imposed by governmental authorities in connection with, or resulting from any violations for noncompliance with laws, regulations, codes, ordinances, or directives by the Construction Manager or any subcontractor, except if the result of specific and written directive by the Owner;

8.3.14 Costs of any insurance deductibles for coverage furnished and paid by Construction Manager or any Subcontractor and losses or expenses for which the Construction Manager or any Subcontractor is compensated by insurance.

8.3.15 Costs associated with the Construction Manager's failure to obtain any and all permits in a timely manner, including, without limitation, the costs of any delays resulting therefrom, unless attributable to Owner's Design Professionals.

8.3.16 Costs of accelerating the Work to the extent caused by the negligence or default of the Construction Manager or any subcontractor of any tier, unless otherwise expressly provided for elsewhere in this Contract and in strict accordance therewith;

8.3.17 Overtime costs required to the extent caused by the Construction Manager or any subcontractor of any tier, unless otherwise expressly provided for elsewhere in this Contract and in strict accordance with the requirements therein;

8.3.18 Project incentive bonuses, except as approved by the Owner in writing;

8.3.19 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor shall

not be deemed a Cost of the Work without Owner's prior written approval;

8.3.20 Any and all costs and or cost overruns, including schedule related costs, resulting from the default and/or termination of a bonded subcontractor and/or material supplier by Construction Manager.

8.3.21 Except as provided in Article 8.2.9 above, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract.

8.3.22 Any cost not specifically and expressly described in Article 8.2 and its subparts, above.

8.3.23 Costs, other than costs included in Change Orders approved by the Owner, in writing, that would cause the GMP to be exceeded.

8.3.24 Costs exceeding the Lump Sum General Conditions, as set forth in Article 8.1.2 above.

ARTICLE 9

Changes in the Work

9.1 The Owner, without invalidating this Contract, may order Changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized as described in the General Conditions of the Contract. Except in cases of emergency endangering life or property, the Construction Manager shall allow no Changes in the Work without the prior written approval of the Owner.

ARTICLE 10

Discounts

10.1 All quantity discounts shall accrue to the Owner if (i) before making the payment, the Contractor included them in an Application for Payment and received payment therefor from the Owner, or (ii) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 11

Insurance

11.1 The Construction Manager shall provide insurance as required and addressed in RFQ T-12-15, and as specified in GC 31.

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November 5, 2015

To: Mayor and City Commission
From: John Sfiropoulos, City Engineer 
Via: Dennis W. Beach, City Manager 
Re: Contract Signatures for Agenda Item #29

A copy of the signed, witnessed and notarized Contractor's signature page will be provided no later than Monday, November 9, 2015.

Thank you

"CORPORATION":

Witnesses:

Corporation Name

Signature

Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____, as _____, of _____, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL: NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

THE CITY OF POMPANO BEACH, FLORIDA

PROJECT: AIA Utilities Undergrounding

CONSTRUCTION MANAGER AT RISK CONTRACT

GENERAL CONDITIONS

PROJECT NO. 11-142

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GENERAL CONDITIONS

GC 1 ENTIRE AGREEMENT

- 1.1 This Construction Manager at Risk Contract embodies the entire agreement between Owner and Construction Manager and supersedes all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

GC 2 INDEPENDENT CONSTRUCTION MANAGER

- 2.1 Construction Manager represents that it is extensively experienced in the performance of streetscape and infrastructure construction Work as provided for herein, and that it is properly licensed as a General Contractor in the State of Florida, equipped, organized and financed to perform such Work. Construction Manager shall act as an independent contractor, and not as the agent of Owner, in performing the Contract, maintaining complete control over its employees, and all of its suppliers and subcontractors. Nothing contained in this Contract, or any subcontract awarded by Construction Manager, shall create any contractual relationship between any such supplier or subcontractor and the Owner. Construction Manager shall perform all work in accordance with its own means, methods, sequences and procedures, subject to compliance with the Contract. Construction Manager represents that all subcontractor agreements entered into shall incorporate by reference the terms and conditions of this Contract.

GC 3 AUTHORIZED REPRESENTATIVES

- 3.1 Before starting work, Construction Manager shall designate a competent, authorized representative acceptable to Owner to represent and act for Construction Manager and shall inform Owner in writing, of the name and address of such representative, together with a clear definition of the scope of his/her authority to represent and act for Construction Manager, and shall specify any and all limitations of such authority. Such representative shall be present or duly represented at the site of work at all times when work is actually in progress. During periods when work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency work that may be required. All notices, determinations, instructions and other communications given to the authorized representatives of the Construction Manager shall be binding upon Construction Manager. Nothing contained herein shall be construed as modifying the Construction Manager's duty of supervision and fiscal management as provided for by Florida law. The Owner shall designate an authorized representative who will have limited authority to act for the Owner. The Owner will notify the Construction Manager in writing of the name of such representative(s). The Owner's representative will be the Public Works Director, or his designee. Any work performed by the Construction Manager without proper authorization, is performed at the Construction Manager's risk,

and the City of Pompano Beach shall have no obligation to compensate the Construction Manager for such work. The Owner has the right to assign various responsibilities of the Owner to the Design Professional of Record, and can do so at any time during the duration of this Contract with written notice to the Construction Manager.

3.2 The Construction Manager's Authorized Representative, Qualifying Agents, Project Managers, Superintendents and Supervisors are all subject to prior and continuous approval of the Owner. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above is, for any reason, unacceptable to the Owner, Construction Manager shall replace the unacceptable personnel with personnel acceptable to the Owner.

GC 4 NOTICES

4.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the job site, by certified mail, return receipt requested, or national overnight courier to that party at the addresses shown below:

OWNER: The City of Pompano Beach, Florida
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Attn.: City Manager: Dennis Beach

CONSTRUCTION MANAGER: TBD

4.2 These addresses may be changed by either of the parties by written notice to the other.

GC 5 LAWS AND REGULATIONS

5.1 Construction Manager and its employees and representatives shall at all times comply with all applicable laws, codes, ordinances, statutes, rules and regulations in effect at the time Work is performed under this Contract.

5.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known at the time of signing this Contract which become effective and which are known, or in the exercise of its due diligence, should have been known to Construction Manager as a licensed general contractor regarding the performance and conduct of the Work, and which affect the cost or time of performance of the Contract, Construction Manager shall immediately notify Owner, in writing, and submit detailed documentation of such affect in terms of both time and cost of performing the Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the

compensation and/or time of performance may be made, subject to the provisions elsewhere set forth in these Contract Documents.

- 5.3 It is recognized that the Construction Manager's review of the drawings and specifications is made in the Construction Manager's capacity as a contractor and not as a licensed design professional. If any discrepancy or inconsistency should be discovered by Construction Manager between the drawings and specifications and any law, ordinance, regulation, order or decree, Construction Manager shall immediately report the same in writing to Owner and Design Professional, who will issue such instructions as may be necessary.
- 5.4 Construction Manager shall use its best efforts to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work, and advise Design Professional and Owner of same in writing, but Construction Manager assumes no responsibility or liability for any failure of the design of the Project to comply with same. However, at no time shall the Construction Manager's efforts fall below the commonly accepted knowledge base of an experienced Florida licensed general contractor.
- 5.5 Owner shall not be liable for any costs, delays or damages which Construction Manager incurs as a result of the actions or orders of any other governmental entity or agency that are caused by Construction Manager's failure to comply with the terms of this Contract.

GC 6 STANDARDS AND CODES

- 6.1 Wherever references are made in the Contract to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes. In case of conflict among any referenced standards and codes, or between any referenced standards and codes which are later revised during the course of construction, the Owner will determine which shall govern. Construction Manager acknowledges that compliance with code requirements represents minimum standards for construction, and is not evidence that the Work has been completed in accordance with the Contract Documents.

GC 7 CODE RELATED INSPECTIONS

7.1 The Construction Manager recognizes that The City of Pompano Beach, FL Department of Planning, Zoning and Building (“PZ&B”), is a separate department within the City that is charged with the inspection of improvements to real property for code compliance. The Construction Manager agrees that it will not assert, as an Owner caused delay, or as a defense of any delay on the part of the Construction Manager, any good-faith action or series of actions on the part of PZ&B, including, but not limited to, PZ&B’s refusal to accept any portion of the Construction Manager’s Work. If it is ultimately determined by the Design Professional and Owner that such delay was not the result of Construction Manager’s failure to comply with the Contract Documents, the Construction Manager may be entitled to make a claim for extension of Contract Time only as its exclusive remedy, not damages, in accordance with the terms of the Contract.

GC 8 GOVERNING LAW

8.1 The Contract shall be governed by the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.

GC 9 RIGHTS AND REMEDIES

9.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

GC 10 COMMERCIAL ACTIVITIES

10.1 Construction Manager shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Owner. Construction Manager shall not allow its employees to engage in any commercial activities on the site.

GC 11 COOPERATION WITH OTHERS

11.1 Owner and other contractors may be working at the site during the performance of this Contract. Construction Manager shall fully cooperate with the Owner, Owner’s designated Representative, and other separate contractors to avoid any delay or hindrance of their work. Owner may require that certain facilities be used concurrently by Construction Manager and other parties, and Construction Manager shall comply with such requirements. The Owner shall provide for coordination of the activities of the Owner’s own forces, and of each separate contractor, with the Work of the Construction Manager, who shall cooperate and participate with other separate contractors and the Owner in reviewing their construction schedules.

11.2 If any part of the Construction Manager's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Construction Manager shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Construction Manager to report such discrepancies or defects shall constitute an acceptance of the Owner's separate contractor's work as fit and proper to receive Construction Manager's Work, except as to defects which are not then reasonably discoverable or which may subsequently become apparent in such work performed by others. Any costs caused by defective or ill-timed work of others shall be borne by the Construction Manager, unless Construction Manager gives written notice to Owner, if reasonably possible, prior to proceeding with the Work and in any event within three (3) days of commencement of Work. In no event shall Owner be liable to the Construction Manager for delay damages, however, as provided for in the Contract Documents. If Owner awards separate contracts, or if the Owner's forces are to perform construction or operations related to the Project, but for which Construction Manager's Work is not dependent, Owner and Construction manager shall coordinate that Work with the work of the Construction Manager. Any delays caused thereby to Construction Manager that demonstrably affect the critical path shall entitle Construction Manager to an extension of time and additional compensation in accordance with provisions set forth elsewhere in the Contract Documents.

GC 12 FORMS AND DOCUMENTS

12.1 The below listed documents are to be used by the Construction Manager and Owner during the administration of this Contract. Additional administrative forms may supplement this list upon written notice by the Owner (or Owner's Project representative). Owner reserves the right to modify these forms as it deems necessary. Construction Manager shall maintain logs for Items A-K and provide to Owner monthly.

- A. Request for Information
- B. Field Instruction
- C. Field Bulletin
- D. Construction Change Proposal
- E. Change Order
- F. Construction Change Directive
- G. Submittal Transmittal
- H. Deficiency Report
- I. Non-Conformance Report
- J. Construction Manager's Daily Report
- K. Substitution Report

12.2 Examples of the above listed forms are attached as Appendix "A."

GC 13 PUBLIC RECORDS

- 13.1 Pursuant to the provisions of §119.0701, F.S., all records maintained by Construction Manager with respect to this Project are considered public records subject to inspection as provided for in Chapter 119, F.S.

GC 14 TAXES

- 14.1 Construction Manager shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager shall make any and all payroll deductions required by law. Construction Manager herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

GC 15 FEES

- 15.1 Owner will be responsible for the following fees associated with this Project: utility connection fees, utility installation fees (including FPL, FPU, AT&T, and Comcast), and water meter charges except for fees/permits associated with Construction Manager mobilization which have not been waived by Owner. Construction Manager shall advise Owner ten (10) days in advance of permit application with any fee amount required. Water and/or sanitary sewer service capacity charges will also be paid directly by the Owner. There are no impact fees pursuant to Palm Beach County's Impact Fee Ordinance associated with this Project.

GC 16 UTILITIES

- 16.1 Construction Manager shall provide and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by the Construction Manager and shall include, but not be limited to, the following:
- A. Public telephone service for the Construction Manager's use.
 - B. Construction power as required at each point of construction.
 - C. Water as required throughout the construction.
- 16.2 Prior to final acceptance of the Work, the Construction Manager shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The Owner will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

- 17.1 The Owner and the Construction Manager each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other

party in respect to all covenants, agreements and obligations contained in the Contract. Construction Manager shall not assign, transfer, convey or otherwise hypothecate the Contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the Owner, and concurred with by the Construction Manager's Surety. Construction Manager acknowledges that the City has entered into this Contract with Construction Manager after a comprehensive competitive award process, and evaluation of Construction Manager's particular qualifications and skills to perform the Work. Therefore, Construction Manager agrees that the City may withhold the consent to assignment referred to herein for any reason the City deems appropriate, in its sole and exclusive discretion.

GC 18 EXAMINATION OF CONSTRUCTION MANAGER'S BOOKS AND RECORDS

18.1 The Owner, or the Owner's auditors, shall have access to, and the right to examine, audit, download and copy electronic media, photocopy, transcribe, and photograph, any and all of Construction Manager's accounting records, supporting documentation, correspondence, subcontracts, purchase orders, and other documentation relating to this Contract, at any time during regular business hours, both throughout the performance of the Work, and for a period of four (4) years after final payment for the Work.

GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

- 19.1 The Construction Manager represents that the Construction Manager, its Subcontractors, material and equipment suppliers have carefully and diligently compared Phasing, Demolition, Landscaping, Design Professional, Structural, Electrical, Underground, Civil and Site Drawings and Specifications, and have compared and reviewed all general and specific details on the Drawings. Based thereon, Construction Manager represents that all conflicts, discrepancies, errors, omissions, and constructability issues that are within the commonly accepted knowledge base of a licensed general contractor with expertise in streetscape and related infrastructure improvements, have been clarified during the performance of the Pre-Con Agreement, and are included in the GMP. Notwithstanding anything contained in this Contract to the contrary, Construction Manager shall not be liable to the Owner for damages or costs resulting from errors, omissions, or inconsistencies in the Contract Documents, or for differences between field conditions and the Contract Documents, unless the Construction Manager recognized, or in the exercise of its due diligence, should have recognized the issue and knowingly failed to report it to the Owner. Construction Manager shall have the right to rely on the completeness and accuracy of written information, Drawings, and specifications provided by the Owner, Design Professional, or any other consultant of either, except if Owner requires full field verification by Construction Manager.
- 19.2 Construction Manager represents that the GMP embodies the total cost for a complete and functioning Project. The Construction Manager's review and comparison of all documents and things set forth in GC 19.1 above has taken into consideration the total

and complete functioning of all systems as provided, and as are reasonably inferable from the Drawings and Specifications.

GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

- 20.1 The Construction Manager shall provide the Owner with two (2) complete sets of the permitted drawings within five (5) days of issuance. If the permitted set of Drawings change the scope of the Work to be performed, the Construction Manager shall notify the Owner and Design Professional, in writing, within ten (10) days after Construction Manager's receipt of the permitted Drawings, and such notification shall contain a written description of the change(s), and the estimated cost and time associated therewith, if any.
- 20.2 The Construction Manager shall perform work only in accordance with the permitted drawings, and any subsequent revisions thereto.

GC 21 CONTRACT INTERPRETATION

- 21.1 All claims of Construction Manager, and all questions the Construction Manager may have concerning interpretation or clarification of this Contract or its acceptable fulfillment shall be submitted immediately, in writing, to Owner for resolution. Owner, or its representatives, will render its determination concerning such resolution within an appropriate period, not to exceed five (5) days, unless additional time is needed due to the novelty or complexity of the interpretation or clarification requested, which determination shall be considered final and conclusive unless Construction Manager files a timely written protest pursuant to GC 22 "Disputes." The Construction Manager's written protest shall state clearly and in detail the basis thereof, and the relief it seeks, if any. Owner will consider Construction Manager's protest, and render its decision thereon within five (5) calendar days. If Construction Manager does not agree with the Owner's decision, the Construction Manager shall immediately deliver written notice to that effect to the Owner. If questions of interpretation are not responded to by the Design Professional or Owner within the time frame above, and in a manner so as not to impede the natural progress of the Work as scheduled, and such delay impacts the critical path of the Work, Construction Manager shall be entitled to adjustment in the performance time as its exclusive remedy.
- 21.2 Construction Manager is solely responsible for requesting instructions or interpretations, and is solely liable for any cost and/or expenses arising from its failure to do so. Construction Manager's failure to protest Owner's determinations, instructions, clarifications or decisions within five (5) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicially or otherwise.

GC 22 DISPUTES-WAIVER OF JURY TRIAL

- 22.1 Any and all disputes arising out of or in connection with this Contract shall be resolved through good faith efforts upon the part of Construction Manager and Owner, or its representatives. At all times, Construction Manager shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Owner or its representatives, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the Owner or its representatives, who shall reduce such decision to writing. The decision of the Owner or its representatives shall be final and conclusive. Construction Manager's failure to protest Owner's determinations, instructions, clarifications or decisions within thirty (30) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicially or otherwise.
- 22.2 The Owner and Construction Manager hereby expressly, knowingly and intentionally waive any right they may have to a jury trial in connection with, or in respect to, any litigation or claim based on or related to this Contract, or with regard to performance of the Work, including, but without limitation, any to which the Design Professional may also be a party.

GC 23 SUSPENSION

- 23.1 Owner may, at its sole option, suspend, at any time, the performance of all or any portion of Work to be performed under the Contract. Owner will notify Construction Manager of such decision, in writing. Such notice of suspension of work may designate the amount and type of plant, labor and equipment to be committed to the Work site. During the period of suspension, Construction Manager shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.
- 23.1.1 Upon receipt of any such written notice, Construction Manager shall, unless the notice requires otherwise:
1. immediately discontinue work on the date and to the extent specified in the notice;
 2. place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
 3. promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Owner, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;
 4. continue to protect and maintain the Work including those portions on which work has been suspended, and
 5. take any other reasonable steps to minimize costs associated with such suspension.

23.1.2 In addition to all amounts that would otherwise be due for Work performed prior to the suspension, as compensation for such suspension, Construction Manager will be reimbursed for the following verifiable costs (without profit) and without duplication of any item, to the extent that such costs directly result from such suspension of work:

1. A standby charge to be paid to Construction Manager during the period of suspension of work which standby charge shall be sufficient to compensate Construction Manager for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
2. All reasonable costs associated with mobilization and demobilization of Construction Manager's plant, forces and equipment;
3. An equitable amount to reimburse Construction Manager for the cost of maintaining and protecting that portion of the Work upon which work has been suspended; and
4. If as a result of any such suspension of Work the cost to Construction Manager of subsequently performing Work is increased or decreased, an equitable adjustment will be made in the GMP.

23.2 In no event shall the Construction Manager be entitled to assert a claim for home office overhead in accordance with the Eichleay Formula, or otherwise, in the event of an Owner suspension. Upon receipt of notice to resume suspended work, Construction Manager shall immediately resume performance of the suspended work to the extent required in the notice. Any claim on the part of Construction Manager for time and/or compensation arising from suspension shall be made within twenty-one (21) calendar days after receipt of notice to resume work and Construction Manager shall submit for review a revised construction schedule. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any Construction Manager's non-compliance with the requirements of this Contract.

GC 24 DECLARATION OF DEFAULT

24.1 The failure of the Construction Manager a) to supply enough properly skilled workers or materials, or b) its failure to make prompt payments to subcontractors, or for materials or labor, or c) to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or d) to comply in any way with the Contract Documents, shall be sufficient grounds for the Owner to find the Construction Manager in material default, and that sufficient cause exists to terminate the Contract for cause, and to withhold payment or any part thereof until the cause or causes giving rise to the default has/have been eliminated by the Construction Manager and approved by the Owner. If a finding of default is made by the Owner, the Construction Manager and its Surety shall remain responsible for performance of the requirements of the Contract Documents unless and until the Owner terminates the Contract. Upon a finding of default, the Owner shall set a reasonable time, but in no event in excess of seven (7) calendar days after written notice from Owner detailing the default, within which the Construction Manager and its Surety

shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the Owner shall notify the Construction Manager and its Surety, in writing, that the default has been corrected, and that the Construction Manager is no longer in default. If the Construction Manager fails to correct the default within the time allowed, the Owner, without further notice to Construction Manager or its Surety, may immediately terminate the Contract and the employment of the Construction Manager, without otherwise waiving its rights against the Construction Manager or its Surety. To the extent that the time limits herein and in GC 25 conflict with those set forth in the Performance Bond, the time limits in GC 24 and GC 25 shall take precedence.

GC 25 TERMINATION FOR DEFAULT

25.1 Notwithstanding any other provisions of this Contract, Construction Manager shall be considered in default of its contractual obligation under this Contract if the:

a. Construction Manager fails or refuses to prosecute the Work or any severable part, with the diligence that will insure its completion within the time specified in this Contract;

b. Construction Manager fails or refuses to prosecute the Work on any severable part, with the diligence that will insure its completion within the time specified in construction schedules and related milestones issued in conjunction with this Contract;

c. Construction Manager fails to complete the Work within the time specified in this Contract;

d. Abandons or refuses to proceed with any or all Work, including modifications directed by Owner pursuant to change directives issued under the Contract;

e. Construction Manager fails to provide the materials or perform the services required of the Construction Manager under this Contract within the time specified in this Contract;

f. Construction Manager fails or refuses to provide sufficient, properly skilled, workmen or tradesmen;

g. Construction Manager refuses or fails to supply materials, equipment or services meeting the requirements of this Contract;

h. Construction Manager fails to make payments for materials, labor or services to subcontractors, sub-subcontractors, suppliers or materialmen of any tier in accordance with such agreements that may exist among them;

i. Construction Manager violates laws, ordinances, rules, regulations of any governmental authority having jurisdiction;

j. Construction Manager materially breaches any of the provisions of this Contract.

25.2 If Construction Manager or its Surety(ies) do(es) not cure such failure within seven (7) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Construction Manager or its Surety(ies) fails to provide satisfactory evidence that such default will be corrected, Owner may, without further notice to Construction Manager, terminate in whole or in part Construction Manager's right to proceed with work by written notice and prosecute the Work to completion by contract or by any other method deemed expedient. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Construction Manager and necessary to complete the Work.

25.3 Construction Manager, and its sureties, shall be liable, jointly and severally, to Owner for all costs in excess of the Contract price for such terminated work reasonably and necessarily incurred in the completion of the Work, as adjusted by Change Orders, if any, including costs of administration of any contract awarded to others for completion, design professional fees, plus Liquidated Damages.

25.4 Upon termination for default, Construction Manager shall:

- A. immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;
- B. inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Construction Manager or provided by Owner for performance of work;
- C. promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to Owner as directed;
- D. cooperate with Owner in the transfer of information and disposition of work in progress so as to mitigate damages;
- E. comply with other reasonable requests from Owner regarding the terminated work; and
- F. continue to perform in accordance with all of the terms and conditions of the Contract such portion of work that is not terminated.

- 25.6 If, upon termination pursuant to this GC 25, it is determined for any reason that Construction Manager was not in default, the rights and obligations of the parties shall be the same as if the default termination had been made pursuant to GC 26, "TERMINATION FOR CONVENIENCE."

GC 26 TERMINATION FOR CONVENIENCE

- 26.1 Owner may, at its option and convenience, terminate the Contract, in whole or in part, at any time by written notice thereof to Construction Manager, whether or not Construction Manager is in default. Upon any such termination, Construction Manager hereby waives any claims for damages from the termination, including, without limiting the generality thereof, loss of anticipated profits on Work not performed on account thereof, home office overhead, lost bonding capacity, and consequential damages. As the sole right and remedy of Construction Manager, Owner shall pay Construction Manager in accordance with Subparagraphs below; provided, however, that those provisions of the Contract, which by their very nature survive final acceptance under the Contract, shall remain in full force and effect after such termination .
- A. Upon receipt of any such notice, Construction Manager and its Surety shall, unless the notice requires otherwise:
1. Immediately discontinue work on the date and to the extent specified in the notice;
 2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;
 3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated;
 4. If requested by the Owner in writing, assign to the Owner, all right, title and interest of the Construction Manager under the subcontracts terminated. Such Assignment shall not include assumption of Construction Manager's obligations or liabilities under any subcontract. The Owner shall have the right (but not the obligation) to assume the Construction Manager's obligations under any subcontracts assigned. Neither this paragraph or any assignment of subcontracts, shall constitute the Owner's assumption of Construction Manager's or other obligations under any such subcontract absent a written document executed by the Owner and the subcontractor in which the Owner expressly acknowledges an assumption of Construction Manager's obligations, and then only to the extent specified. In no event will the Owner assume any obligation of the Construction Manager under the subcontracts that arise out of or relate to Construction Manager's default prior to such assignment;

5. The Construction Manager shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor, or supplier, to consent to the assignment of their subcontract or purchase order to the Owner;
 6. Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and,
 7. Complete performance of any work that is not terminated.
- B. Upon any such termination, Owner will pay to Construction Manager an amount determined in accordance with the following (without duplication of any item):
1. All amounts due and not previously paid to Construction Manager for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
 2. The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in Subparagraph A.3. above.
 3. The verifiable costs incurred pursuant to Subparagraph A.4 above.
 4. Any other reasonable costs which can be verified to be incidental to such termination of Work, including demobilization costs.
- 26.2 In the case of such termination for Owner's convenience, Construction Manager shall be entitled to receive payment for Work actually executed in accordance with GC 25.B.1 above, and verifiable costs incurred by reason of such termination, along with an amount not to exceed ten (10) percent for profit and overhead on such verifiable costs incurred.
- 26.3 The Owner's Termination for Convenience shall be without waiver or prejudice to, all of the Owner's claims, rights and remedies arising out of or related to any default, breach of contract, damages or other claims the Owner may have against Construction Manager, or Construction Manager's subcontractors, material suppliers of any tier, or any other person or entity at the time of termination, or arising thereafter.
- 26.3.1 Construction Manager hereby acknowledges acceptance of the risk and cost of the foregoing, and acknowledges and agrees to the foregoing limitation on Construction Manager's claims or damages arising out of, or relating to, a termination for convenience by the Owner.
- 26.4 Construction Manager shall submit within 30 days after receipt of notice of Termination, for Convenience, a written proposal for payment, including all incurred costs and other entitlements described herein. Owner shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

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GC 27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

- 27.1 If the Construction Manager is delayed at any time in the progress of the Work by a written directive issued by the Owner or Design Professional, or any act, omission or neglect of the Owner or the Design Professional, or by a separate contractor employed by the Owner, or by any changes ordered in the Work, , labor disputes, unusual delay in deliveries, or other causes beyond Construction Manager's control, including discovery of unforeseen site conditions, and such delay extends the completion date, the date of Substantial Completion shall be extended by Change Order for such reasonable time as the Owner may determine.
- 27.2 The Construction Manager shall not be entitled to, and hereby expressly waives, any and all damages which it may suffer by reason of those instances set forth in Article 27.1 above (collectively "Noncompensable Events"), and further, hereby waives all damages which it may suffer by reason of these Noncompensable Events, including, but not limited to lost profits, overhead (whether determined by the Eichleay Formula or otherwise), home office expense, increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, material and labor escalation costs, and any other direct or consequential damages. Construction Manager hereby affirms that the extension of time granted herein is the Construction Manager's sole and exclusive remedy.
- 27.3 The Construction Manager must request the extension of time, in writing, and must provide the following information within the time periods stated hereafter. Failure to submit such information and in compliance with the time requirements hereinafter stated, shall constitute a waiver by the Construction Manager and a denial of the claim for extension of time:
- a. Nature of the delay or change in the Work;
 - b. Dates of commencement/cessation of the delay or change in the Work;
 - c. Activities on the progress schedule current as of the time of the delay or change in the work affected by the delay or change in the Work;
 - d. Identification and demonstration that the delay or change in work impacts on the CRITICAL PATH (submittal of an updated CPM schedule) [For Horizontal Construction only: Construction Manager may substitute a Bar Chart, so long as the Bar Chart software provides the functional equivalent, to the extent possible, of the CPM provisions set forth in this Contract and its General Conditions. The Bar Chart format must be acceptable to the Owner. This provision shall govern any provisions hereafter dealing with CPM Scheduling.];
 - e. Identification of the source of delay or change in the Work;
 - f. Anticipated impact extent of the delay or change in the Work; and
 - g. Recommended action to minimize the delay.

- 27.4 The Construction Manager acknowledges and agrees that the evaluation of time extensions will be based upon the following criteria:
1. All schedule updates, submittals and other requirements of this General Condition have been met;
 2. The delay must be due to the Owners or Design Professional's change in the Work,, an Act of God, or for other causes set forth in GC 27.1;
 3. The delay which is the subject of the time extension must result in a demonstrable impact to the Critical Path;
 4. The schedule must clearly display that the Construction Manager has used, in full, all the float time, except for Owner initiated changes. Float time is not for the exclusive use of either the Construction Manager or the Owner; and
 5. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within thirty (30) days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work, could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
- 27.5 The Owner's determination as to the total number of days of Contract extension will be based upon the computer generated CPM construction schedule current at the time of the delay event, as revised in connection with the foregoing criteria.
- 27.6 The Construction Manager shall not be entitled to any extension of time for delays resulting from any cause unless it shall have notified the Owner in writing within twenty-four (24) hours after the commencement of such delay, or ninety-six (96) hours of knowledge of a potential delay, whichever is earlier. In any event, within seven (7) days of commencement of the delay, the Construction Manager shall provide in writing the information stated above.
- 27.5 The term "Force Majeure Event" means any action or event which occurs (i) outside Owner's and Construction Manager's reasonable control; and (ii) without the fault or negligence of either party, specifically, Acts of God, terrorism, war, riots, hurricanes, unusually severe weather (as substantiated by NOAA reports nearest to the jobsite location), floods, fires, civil disturbances, governmental restrictions, epidemics, explosions, acts of the public enemy, the enactment, imposition or modification of any applicable law which occurs after the date of this Agreement and which prohibits or materially interferes with the development or construction of the Project Improvements. Notwithstanding anything to the contrary, a "Force Majeure Event" shall not include acts, events, or other matters arising out of violations of any environmental laws with respect to or the presence or discharge of any hazardous substances on the lands comprising the Project. In the event of a Force

Majeure Event which impacts the critical path, Construction Manager shall only be entitled to an extension of time and shall not be entitled to any compensation or any increase in the GMP, except to the extent that a Force Majeure Event causes damage to Work in place or causes the Work to be shut down for more than thirty (30) days. Such costs for damage to Work in place may be recoverable by insurance that is applicable to the Project. Notwithstanding, however, if such costs to correct the Work damaged by a Force Majeure Event or for shut down for more than thirty (30) days are not covered by insurance, then Construction Manager shall be entitled to recover only its actual direct plus reasonable General Conditions costs associated to correct the Work or to its unavoidable costs for shut down for more than thirty (30) days but no other compensation, and without fee markup. No recovery on any basis shall take place unless the Construction Manager has satisfied all of the following conditions:

- (i) Construction Manager has properly documented all such direct costs for the Owner and any insurance carrier; and
- (ii) Construction Manager shall have used reasonable and diligent efforts to avoid and minimize delays, regardless of cause; and
- (iii) Construction Manager shall cooperate with Owner to mitigate the impact of any delays encountered by Construction Manager that would entitle it to such extension of time, even if its performance is unreasonably delayed by the Owner.

27.6 For all Changes in the Work in which the Construction Manager claims entitlement to a time extension, the Construction Manager shall provide to the Owner the same information as required above within seven (7) days of the issuance of the request for Change Order or direction to change the scope of the Work. Construction Manager's failure to provide such information shall constitute a waiver by the Construction Manager, and a denial of any time extension for that change in the Work. Further, upon execution by the Owner and Construction Manager of any Change Order where no time extension has been requested or granted, that Change Order shall constitute a complete waiver of all claims for damages or for any extension of time related to that work, or any work impacted by the change.

GC 28 WARRANTY

28.1 Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any Work covered by the Contract shall be new and, where not specified, of the highest grade and quality for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner. Unless otherwise provided in the Contract, Construction Manager warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in design, materials and workmanship, for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail) from and after Substantial Completion of the Work under the Contract, regardless of whether the same were furnished or performed by Construction Manager or by any of its subcontractors of any tier. Even in the event that the Owner assumes partial

utilization of portions of the Work prior to completion of all Work, the Warranties for that portion shall also extend for twelve (12) months from Substantial Completion of the entire Work, so that all warranties are running concurrently upon Substantial Completion of the total Project.

- 28.2 Upon receipt of written notice from Owner of any defect in any such equipment, materials, or labor during the applicable warranty period due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Construction Manager at a time and in a manner acceptable to Owner in compliance with the Contract Documents, at its expense.
- 28.3 Construction Manager warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve (12) months from and after the date of acceptance thereof. Should Construction Manager fail to promptly make the necessary redesign, repair, replacement and tests, after written notice from Owner specifying the defects, Owner may perform or cause to be performed the same, at Construction Manager's sole cost and expense.
- 28.4 Construction Manager shall perform such tests as Owner may require to verify that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Construction Manager. However, if such testing determines that the Work is not defective, than Owner shall compensate Construction Manager for such costs of testing and any affects on previously completed work.
- 28.5 Construction Manager and its Surety shall be liable for the satisfaction and full performance of the warranties as set forth herein, and any damage to other parts of the Work caused by the Construction Manager's failure to perform pursuant to this GC 28.
- 28.6 The Construction Manager shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by FAX) notice from the Owner, subject to allowance for long-lead items. If the Construction Manager fails to remedy or remove or replace that Work or material which has been found to be defective, or reasonably commence corrective action, then the Owner may remedy or replace the defective or deficient Work at the Construction Manager's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Construction Manager shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Construction Manager shall immediately pay the expenses incurred by the Owner for remedying the defects. If the Owner is not paid within ten (10) calendar days, the Owner may pursue any and all legal remedies it may have against the Construction Manager and its Surety.

28.7 The Construction Manager is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Construction Manager is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the Owner agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Construction Manager of its responsibility.

GC 29 PATENT INDEMNITY

29.1 Construction Manager hereby indemnifies and shall defend and hold Owner, Design Professional, and its representatives harmless from and against all claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Owner, Design Professional and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by Construction Manager, or out of the processes or actions employed by, or on behalf of Construction Manager in connection with the performance of the Contract, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Design Professional. However, if the Construction Manager has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Construction Manager shall be responsible for such loss unless such information is promptly furnished to the Design Professional.

29.2 Construction Manager shall, at its sole expense, promptly defend against any such claim or action for which it is responsible under the prior paragraph unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Construction Manager upon becoming aware of such claims or actions, and provided further that Construction Manager's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or representatives. Construction Manager shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

GC 30 INDEMNITY

30.1 To the fullest extent provided for by law, Construction Manager agrees to protect, defend, reimburse, indemnify and hold the Owner, its agents, employees, elected officers and representatives and each of them, (hereinafter collectively and for the purposes of this paragraph, referred to as "Owner"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including reasonable

attorneys' fees, and causes of action of every kind and character against Owner by reason of any damage to property or the environment, economic losses, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring an interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or in incident to or in connection with Construction Manager's performance under this Contract, the condition of the premises, Construction Manager's acts, or omissions or operations hereunder, or the performance, non-performance or purported performance of the Construction Manager of any breach of the terms of this Contract; provided however, and without waiving the provisions of §768.28, F.S., that Construction Manager shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which Construction Manager can establish as being attributable to the negligence of Owner, its respective agents, servants, employees, officers, or others for whom Owner is responsible, including separate contractors. The indemnification shall not include the indemnity/defense of claims or damages resulting from gross negligence or willful, wanton, or intentional misconduct of Owner or its respective officers, directors, agents, or employees, or for statutory violation or punitive damages, except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Construction Manager, its agents, employees, or any of the Subcontractors, their agents, or of any tier or their respective employees. The parties acknowledge the requirements of Florida Statute § 725.06 have been fulfilled and apply to this GC 30.1.

- 30.2 Construction Manager further agrees to hold harmless and indemnify Owner for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from Construction Manager's activities on the Project, whether or not Construction Manager was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving Construction Manager's activities.
- 30.3 Said indemnification by Construction Manager shall be extended to include all deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of Construction Manager. Construction Manager recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges consideration of one-hundred dollars (\$100.00) therefore, which amount is incorporated into the GMP, as well as such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive termination of this Contract.

GC 31 INSURANCE

- 31.1 Unless otherwise specified in this Contract, Construction Manager shall, at its sole expense, maintain in effect at all times during the performance of Work hereunder insurance coverage with limits not less than those set forth in Exhibit "B" and "J" and with insurers and under forms of policies acceptable to Owner, copies of which shall be furnished to Owner upon its request. Construction Manager shall deliver to Owner

Certificates of Insurance, evidencing that such policies are in full force and effect, no later than ten (10) days after execution of the Contract by Owner and prior to commencing Work on the Project site. Such Certificates shall adhere to the conditions set forth in the table below.

- 31.2 Construction Manager shall purchase and maintain during the life of this Contract Workers Compensation insurance, including Employers Liability, to comply with all applicable State and Federal laws covering all of its employees on the Work site, and in accordance with all of the limits, terms and conditions set forth in Exhibits "B" and "J." If any Work is sublet, Construction Manager shall require all subcontractors to similarly comply with this requirement, unless such subcontractors' employees are covered by Construction Manager's Workers Compensation insurance policy.
- 31.3 Construction Manager shall purchase and maintain during the life of this Contract Comprehensive or Commercial General Liability insurance in accordance with all of the limits, terms and conditions set forth in the table below.
- 31.4 Should any of the Work hereunder involve watercraft owned or operated by Construction Manager or any subcontractor, such shall be insured under the Comprehensive or Commercial General Liability policy, or by other such liability insurance such as Protection and Indemnity.
- 31.5 Construction Manager shall purchase and maintain during the life of this Contract Comprehensive Automobile Liability insurance covering on all owned, non-owned and hired automobiles with all of the limits, terms and conditions set forth in Exhibits "B" and "J."
- 31.6 To the extent available for some or all of the component parts of this Project, Construction Manager shall procure and maintain "all risk" Builder's Risk insurance, including, but not necessary limited to fire, flood, wind and other water damage, in accordance with all of the limits, terms and conditions set forth in Exhibit "B" and "J" unless directed by Owner, in writing.
- 31.7 Should any of the Work hereunder involve the hauling and/or rigging of property in excess of \$500,000.00 or \$250,000.00 in transit, Construction Manager shall procure and maintain "all risk" Transit or Motor Truck Cargo insurance, or similar form of coverage, insuring against physical damage or loss to the property being transported, stored, moved or handled by Construction Manager or any subcontractor pursuant to the terms of this Contract, subject to the limits, terms and conditions set forth in Exhibits "B" and "J."
- 31.8 Should any of the Work hereunder involve aircraft (fixed wing or helicopter) owned or operated by Construction Manager or any subcontractor, Construction Manager shall procure and maintain Aircraft Liability insurance in accordance with the terms and conditions of the table set in Exhibits "B" and "J."

31.9 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Construction Manager are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Construction Manager under the Contract.

31.10 The Certificates of Insurance must provide clear evidence that Construction Manager's Insurance Policies contain the minimum limits of coverage and special provisions prescribed in this GC-31, in accordance with all of the limits, terms and conditions set forth in the table below. All policies must be endorsed so that thirty (30) days notification of cancellation and any material change(s) in coverage shall be provided to the City.. Insurance shall remain in force until all Work required to be performed under the terms of this Contract are satisfactorily completed as evidenced by the formal acceptance by the City.. In the event that the insurance certificates provided hereunder indicates that the insurance shall terminate and lapse during the period of this Contract then, in that event, the Construction Manager shall furnish, at least thirty (30) days prior to the expiration of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereunder is in effect. Construction Manager shall not continue to work pursuant to this Contract unless all required insurance remains in effect. Owner may withhold payment to the Construction Manager until coverage is reinstated.

31.11 The Construction Manager shall deliver the original of the initial Certificates of Insurance and five (5) copies to:

The City of Pompano Beach, Florida

Pompano Beach, FL

Attn.: Dennis Beach, City Manager

31.12 Notices, in original and five (5) copies, of cancellation, terminations and alterations of such policies shall be delivered to:

The City of Pompano Beach, Florida

100 West Atlantic Blvd.

Pompano Beach, FL 33060

Attn.: Dennis Beach, City Manager

GC 32 SITE CONDITIONS

32.1 Construction Manager has the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access; staging, parking, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Contract documents, and

through verification with local utility companies and the Owner, physical conditions of existing construction, topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which would be reasonably known to a licensed general contractor with expertise in overhead utility undergrounding and related infrastructure construction as in any way affecting performance of the Contract, or the cost associated with such performance. The failure of Construction Manager to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract.

32.2 The Owner shall not be responsible for any conclusions or interpretations made by the Construction Manager based on the information made available by the Owner. The Town shall not be responsible for any understanding reached or representation made concerning conditions which can affect the Work by any of Construction Manager's officers, employees, agents, subcontractors, material men, or suppliers before execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

32.3 The provisions of GC 32.1 shall be deemed a complete waiver by the Construction Manager of claims for equitable adjustment in Contract Time or Price, or both, unless due to (1) subsurface or concealed conditions which differ materially from those indicated on the Contract Documents, or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction of the character provided in the Contract Documents; provided however, that claims under this GC 32.3 shall be denied in the event that the conditions were reasonably inferable from activities, testing and investigations performed in connection with the Pre-Con Agreement, and which would otherwise provide to Construction Manager an expectation that the conditions could be similar elsewhere in the Project.

GC 33 NOT USED

GC 34 ACCESS TO WORK AREAS

34.1 Owner, Design Professional, and their duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over Work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements and permits, have access to such areas and the premises used by Construction Manager. Construction Manager shall also arrange for Owner, Design Professional, and their said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

34.2 Construction Manager's access to the site and storage areas shall be as shown on the plans and as designated by the Owner. Access routes may also be used by Owner's employees, the public, and other separate Owner contractors. No other access points shall be allowed unless approved by the Owner, in writing. All Construction Manager traffic authorized to enter the site shall be experienced with the route or guided by Construction Manager personnel. The Construction Manager is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic.

GC 35 INGRESS AND EGRESS

35.1 Construction Manager's access to the Work area will be permitted only through approaches that will be designated by Owner, and then only in such manner that Construction Manager's traffic will not interfere with Owner's operations and Merchants/Tenants adjacent to the activity area(s). Construction Manager shall, at all times, maintain reasonably free unimpeded ingress and egress at the site. Construction Manager personnel are not to enter into any areas of the jobsite other than Work areas and areas of designated access. Construction Manager shall safely maintain, at all times during the performance of the Work, both vehicular and pedestrian traffic in, around, and adjacent to the Project.

GC 36 PRECONSTRUCTION CONFERENCE

36.1 As soon as practicable after execution of this Contract, and prior to commencing any Work, a pre-construction conference will be coordinated by the Construction Manager and the Owner. In attendance at said conference will be Owner, Design Professional, and any of their representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project, review of any items requiring clarification, maintenance of traffic, merchant and pedestrian accessibility, related safety issues, and procedures for the processing and distribution of all documents and correspondence related to the Contract, among other things.

GC 37 MEETINGS

37.1 The Construction Manager shall, at its expense, as requested by Owner, attend any and all meetings called by Owner to discuss the Work under the Contract. Such meetings shall be conducted and recorded by the Owner with typed minutes of each meeting distributed to all attendees.

GC 38 NOT USED

GC 39 DELIVERY, UNLOADING AND STORAGE

- 39.1 Construction Manager shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Contract. The storage facilities, methods of storing and security provisions shall meet Owner's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure.

GC 40 WORK AREA

- 40.1 All Construction Manager's Work areas on the jobsite will be assigned by Owner. Construction Manager shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Construction Manager shall provide a temporary office in the vicinity of the Work, or as otherwise agreed to by the Owner, in writing, which shall have a telephone where a representative of the Construction Manager may be reached at all times during normal working hours. Should Construction Manager find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Construction Manager shall, provide and make its own arrangements for the use of such additional land.

GC 41 PLANT, EQUIPMENT AND FACILITIES

- 41.1 Construction Manager shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the Contract and within the time or times specified in the Contract. Before proceeding with any Contract Work or with erection of any facilities, including, but not limited to, temporary structures, machinery, equipment, offices and warehouses, Construction Manager shall furnish Owner such information and drawings relative to such equipment, plant facilities as Owner may request.
- 41.2 Upon written order of Owner, Construction Manager shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site.
- 41.3 Construction Manager shall not remove construction plant or equipment from the site before the Work is finally accepted without Owner's written approval. Such approval shall not be unreasonably withheld.

GC 42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

- 42.1 Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by Owner to order removal of rejected materials and equipment shall not relieve Construction Manager from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.
- 42.2 Construction Manager shall continuously check Design Professionalural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Construction Manager's negligence to foresee means of installing equipment into position inside structures.
- 42.3 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications, will be acceptable regardless of Owner's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Construction Manager from responsibility for the quality and securing progress of Work as required by the Contract Documents. The Owner shall notify the Construction Manager of defective or unacceptable Work if the Owner discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with the GENERAL CONDITIONS Section entitled, WARRANTY. No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.
- 42.4 Construction Manager shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Construction Manager shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Construction Manager or its Trade Contractors shall not be considered as a cause for an adjustment of the Contract Time or a basis for damages or compensation. The Construction Manager shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Construction Manager shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.
- 42.5 Owner will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract. Review and approval of all items proposed by Construction Manager for incorporation into the Work will be by Owner. This function by Owner will apply both to approvals for the Contract

as initially signed, and to approvals for changes to Contract by modifications during progress of the Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise and in accordance with GC 43 below.

- 42.6 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Construction Manager shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract Documents.

GC 43 SUBSTITUTIONS

- 43.1 Prior to proposing any substitute item, Construction Manager shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in Owner's interest, and will in no way impact detrimentally upon the Project completion date and schedule.
- 43.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Construction Manager prior to Owner's decision on such substitution. Construction Manager shall support its request with sufficient test data and other means to permit Owner to make a fair and equitable decision on the merits of the proposal. Construction Manager shall submit drawings, samples, data, certificates, and additional information as may be required by the Owner for proposed substitute items as required by GC 46 CONSTRUCTION MANAGER FURNISHED DRAWINGS, DATA & SAMPLES.
- 43.3 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Construction Manager shall allow an additional 7 days for Owner's review of substitution. All requests for substitutions with submittal data must be made at least fourteen (14) days prior to the time Construction Manager must order, purchase, or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Construction Manager from responsibility for compliance with all requirements of the Contract. Construction Manager shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

- 43.4 If Owner rejects Construction Manager's substitute item on the first submittal, Construction Manager may make only one additional request for substitution in the same category. On the second request, and all future requests, the Construction Manager shall be invoiced the expenses (including Owner's and Design Professionals' cost and overhead) involved in reviewing submittal data.

GC 44 EXPEDITING

- 44.1 The equipment and material furnished under this Contract may be subject to expediting by Owner, at Owner's expense. Owner shall be allowed reasonable access to the shops, factories, and other places of business of the Construction Manager and its subcontractors and suppliers, for expediting purposes. As required by Owner, Construction Manager shall supply schedules and progress reports for Owner's use in expediting and Construction Manager shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Any expediting performed by Owner shall not relieve Construction Manager of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Contract.

GC 45 FIELD LAYOUT OF WORK

- 45.1 All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as approved by the Owner in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.
- 45.2 All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida, with demonstrated experience in the Project area, and who shall be employed by the Construction Manager at Construction Manager's expense. The Construction Manager shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary bench marks adjacent to the Work. Based upon the information provided by the Contract Drawings, the Construction Manager's surveyor shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Contract Drawings, location of property boundaries, stakes for all working points, lines and elevations. Owner shall provide surveys necessary for utility easements.
- 45.3 The Construction Manager shall have the responsibility to carefully preserve all bench marks, reference points and stakes. In case of destruction thereof by the Construction Manager resulting from his negligence, or for any other reason, it shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal course of construction shall be re-established by the Construction Manager, and all reference ties recorded therefor shall be

not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Owner's review comments will be returned to the Construction Manager. A reproducible copy of drawings equal to or less than 11" x 17" is not necessary, but five copies of the unfolded drawings must be transmitted to the Design Professional and Owner.

46.3.3 If drawings show variations from the Contract requirements, the Construction Manager shall describe such variations in writing, separate from the drawings, at the time of submission. If the Owner approves any such variation(s), it will issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

46.3.4 Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing clearly indicated. If reference drawing numbers are used, the review date of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e. - rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

46.3.5 All drawings submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each drawing to be correct, accurate and shall be furnished in accordance with requirements of the Specifications. The Design Professional and Owner will conduct a review of Construction Manager's drawings and a drawing marked with one of the following review comments will be returned to the Construction Manager:

1. No exceptions taken.
2. Make corrections noted. No resubmittal.
3. Not required for review.

46.3.6 The Construction Manager must incorporate the changes indicated, resubmit and obtain a Code 1 or 2 notation before release for shipment can be granted.

46.4 Samples.

46.4.1 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. Samples of all items of related systems (i.e., adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin.

46.4.2 Where samples are required, they shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty five (35)

calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any Work in accordance with the schedule. Allow at least five (5) calendar days for Owner's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review. Each sample shall bear a label showing the Construction Manager's name, date submitted, Project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, Technical Specification section and paragraph number, all as applicable.

46.4.3 Samples that have been reviewed may, at Design Professional's and Owner's option, be returned to the Construction Manager for incorporation into the Work.

46.5 Catalogues, Data and Certificates.

46.5.1 Where catalogues, data or certificates are required, five (5) copies of each shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than fourteen (14) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any Work in accordance with the approved Bar Chart schedule. Allow at least 7 calendar days for Design Professional and Owner's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any Work without such review.

46.5.2 Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Construction Manager's name, Project name, name of the item, manufacturer's name, and reference to the appropriate drawing, Technical Specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specifications. Design Professional and Owner will conduct a review of Construction Manager's catalogues, data, and certificates and one copy marked with the review comments listed in paragraph 46.3.5, above, will be returned to the Construction Manager.

GC 47 CONSTRUCTION SCHEDULE

47.1 Within ten (10) days after the date of the Owner's issuance of a Notice to Proceed, the Construction Manager shall prepare and submit to the Owner a CPM construction schedule in graphically depicting the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The Owner's initial approval for the purposes of this GC 47.1, and any other provisions in the Contract Documents related to the Construction Manager's responsibility to

prepare and submit schedules shall be limited to a determination that the activities, durations and logic are reasonable.

47.1.1 The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other Construction Managers at the site of the Work, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Construction Manager furnished material and equipment. The schedule shall be a Bar Chart drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

47.1.2 The construction schedule shall include the following:

- a. Brief description of each activity.
- b. All submittals, samples, approvals, fabrication, and deliveries for equipment and materials. Allow no more than 60 days float between submittal approval and beginning of fabrication.
- c. Activities showing scheduled start and finish, late start and finish, and float.
- d. Relations between activities.
- e. Duration of activities. No activity should be scheduled for more than 20 workdays.
- f. Contractual and other major milestones including phasing.
- g. Schedule activities to include labor and material.
- h. An allowance for delays due to weather. Contract Time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.

47.1.3 Upon acceptance of the original Bar Chart Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the Owner.

47.1.4 The detailed Bar Chart schedule submittal shall include five (5) color copies of the following:

- a) Time Scaled Diagram.
- b) Bar Chart in the following formats:
- c) Sorted by activity.
- d) NOT USED.
- e) Sorted by early start.
- f) Precedence and Successor report.
- g) Narrative report.
- h) Computer diskette. (One copy)
- i) Submittals shall be organized under Standard CSI format.

- 47.1.5 The detailed Bar Chart Schedule shall be updated monthly and submitted along with an updated CD accompanied by an Application for Payment. Construction Manager shall meet with the Owner and Design Professional of Record to review and verify:
- a) Actual start and finish dates for completed activities.
 - b) Remaining duration required to complete each activity started, scheduled to start, but not completed.
 - c) Logic and time, for change orders that are to be incorporated into the schedules.
 - d) Percentage for completed and partially completed activities.
- 47.2 Following development and submittal of the construction schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision.
- 47.3 The Construction Manager shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:
- a. Subcontractor Construction (Subnetworks) - Upon the award of each subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the Specifications, taking into account the Work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.
 - b. Occupancy Schedule - The Construction Manager shall jointly develop with the Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.
- 47.4 The Construction Manager shall submit a written narrative report as a part of his monthly review and update in a form agreed upon by the Construction Manager and the Owner. The narrative report shall include a description of problem areas; current and anticipated

delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

- 47.5 The Construction Manager shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Contract will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Contract, and maintain updated information as required regarding the interface with other contracts. The costs associated herewith, and all scheduling activities, are included in the Lump Sum.
- 47.6 The Construction Manager agrees that whenever it becomes apparent from the current progress review meeting or the computer produced calendar dated schedule that the Contract completion date will not be met, the Construction Manager shall execute some or all of the following remedial actions at Construction Manager's sole cost and expense:
- a) Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.
 - b) Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.
 - c) Reschedule the Work in conformance with the specification requirements.
- 47.7 Prior to proceeding with any of the above actions, the Construction Manager shall notify the Owner of the proposed schedule changes. Such actions shall be incorporated by the Construction Manager into the diagram before the next update, at no additional cost.

GC 48 RESPONSIBILITY FOR WORK SECURITY

- 48.1 Construction Manager shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Construction Manager shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, at a minimum. Construction Manager shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.
- 48.2 Construction Manager shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner within three days of each incident.

GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

- 49.1 Construction Manager shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from Construction Manager's responsibility is any loss or damage which results from acts or omissions of the Owner or its representatives or other contractors.
- 49.2 Permanent openings or thoroughfares for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the entire Work will be delivered to the Owner in proper, whole and unblemished condition.

GC 50 PROTECTION OF EXISTING PROPERTY

- 50.1 Construction Manager shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Construction Manager's operations, Construction Manager shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and the welfare of persons on the jobsite and the general public.
- 50.2 Construction Manager shall conduct its operation so as not to damage any existing buildings or structures. The Construction Manager shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Construction Manager shall provide protection methods which insure the safety of persons on the jobsite and the general public.
- 50.3 Unless otherwise specifically provided in the Contract, Construction Manager shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by Owner. Thereafter, and before it begins such Work, Construction Manager shall give due notice to Owner of its intention to start such Work. Construction Manager shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay cause by any such line, ditch or structure on or adjacent to the site of the Work. If Construction Manager has exercised due diligence, such as, but not limited to, conducting soft digs, securing utility locates, as well as other activities both during its Pre-Con performance and thereafter, +Construction Manager shall not be held responsible for any damages caused to any lines, cables, pipes, or pipelines which are not depicted on the surveys, studies, reports, investigations and legal descriptions of the site supplied to the Construction Manager.
- 50.4 Construction Manager shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Project, which, as determined by Owner, do not reasonably interfere with the performance of this Contract.

50.5 Construction Manager shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Construction Manager.

GC 51 LABOR

51.1 Construction Manager shall employ only competent and skilled personnel to perform the Work. Construction Manager shall, if requested to do so by Owner, remove from the jobsite any personnel of Construction Manager whom Owner determines unfit or acting or working in violation of any provision of this Contract.

51.2 Work assignments and the settlement of jurisdictional disputes shall conform with either the Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.

51.3 Construction Manager shall comply with and shall cooperate with Owner in enforcing jobsite conditions and job work rules which directly affect the performance of the Work including, but not limited to, starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

51.4 The Construction Manager and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All work necessary to be performed after regular working hours, on Saturdays, legal and Town holidays, shall be performed without additional expense to the Owner. The Construction Manager shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Construction Manager or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

51.5 Construction Manager shall complete "Construction Manager's Daily Report" (Appendix "A") for each day work is accomplished. Reports shall be made available to Owner upon its request.

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

52.1 During the performance of this Contract, the Construction Manager agrees as follows:

- A. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Construction Manager will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, 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 Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this nondiscrimination clause.
- B. The Construction Manager will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
- C. The Construction Manager will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner, advising the labor union or workers' representative of the Construction Manager's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Construction Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Construction Manager will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the

Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontractor or purchase order as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Construction Manager becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Construction Manager may request the United States to enter into such litigation to protect the interest of the United States.

H. All regulations, guidelines, and standards lawfully adopted under the governing statutes.

GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

53.1 RESPONSIBILITY FOR SAFETY AND HEALTH

53.1.1 The Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Contract ("Work"). The Construction Manager shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner and Users who may be affected thereby. The Construction Manager shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the Owner. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Construction Manager with respect thereto.

53.1.2 All Work, whether performed by the Construction Manager, its Sub-Construction Managers or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

a. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and

b. all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

53.1.3 Should the Construction Manager fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to

suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Construction Manager.

- 53.1.4 The Construction Manager shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Construction Manager to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the Construction Manager shall promptly comply.
- 53.1.5 The Construction Manager shall defend, indemnify and hold the Owner, the Owner's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, reasonable attorneys' fees, expenses, causes of action, claims or judgments to the extent resulting from any failure of the Construction Manager, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition.
- 53.1.6 In any and all claims against those indemnified hereunder by any employee of the Construction Manager, any subcontractor or sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Construction Manager or any subcontractor or sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

53.2 PROTECTION OF WORK AND PROPERTY; RESPONSIBILITY FOR LOSS

- 53.2.1 The Construction Manager shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Owner and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the Owner and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The Owner, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal safety, loss control and security programs. In such event, however, the Construction Manager shall not be relieved of its aforesaid responsibilities and the Owner shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Construction Manager by this Contract.
- 53.2.2 Until final acceptance of the Work by the Owner pursuant to GC 72 of this Contract, the Construction Manager shall have full and complete charge and care of and, except as otherwise provided in this subparagraph or elsewhere in this Contract, shall bear all risk

of loss of, and injury or damage to, the Work or any portion thereof (specifically including Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever, except to the extent caused by Owner, its representatives, or contractors.

53.2.3 The Construction Manager shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Construction Manager's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration:

A. Is directly due to errors in the Contract Documents which were not discovered by the Construction Manager and which the Construction Manager could not have discovered through the exercise of due diligence;

B. Is caused by the agents or employees or contractors of the Owner (unless (1) the Construction Manager has waived its rights of subrogation against the Owner on account thereof as provided in the Contract Documents, or (2) such loss or damage would be covered by any policy or policies of insurance which the Construction Manager is required to maintain hereunder, whether the Construction Manager actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies of insurance maintained by the Construction Manager, whether or not required hereunder).

53.3 SURFACE AND SUBSURFACE WATER

53.3.1 Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Job Site shall be permitted by the proper regulatory agency and submitted to the Owner for its prior written approval. All such Work shall be done at the sole expense of the Construction Manager.

53.4 EMERGENCIES

53.4.1 In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Construction Manager shall act immediately to prevent threatened damage, injury or loss to remedy said violation, whichever is applicable. Failure by Construction Manager to take necessary emergency action shall entitle the Owner to take whatever action it deems reasonably necessary, including, but not limited to, suspending the Work as provided in GC 23.

53.4.2 The Owner may offset any and all costs or expenses of whatever nature, including reasonable attorneys' fees, paid or incurred by the Owner in taking such emergency action against any sums then or thereafter due to the Construction Manager. The Construction Manager shall defend, indemnify and hold the Owner harmless against any and all costs or expenses pursuant to this GC 53.4.2, by whomsoever incurred. If the Construction Manager shall be entitled to any additional compensation or extension of time claimed on account of emergency work which is not due to the fault or neglect of the Construction Manager or its subcontractors or sub-subcontractors, it shall be handled as provided in GC 65.

53.5 OWNER'S STANDARDS

53.5.1 The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Construction Manager shall comply, and to review the efficacy of all protective measures taken by the Construction Manager. The exercise of or failure to exercise any or all of these rights by the Owner shall not relieve the Construction Manager of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Construction Manager.

GC 54 PROJECT SITE PROTECTION

54.1 Construction Manager, at its expense, shall maintain such protection as provided in General Conditions Section (GC 53) titled SAFETY & PROTECTION OF PERSONS & PROPERTY in a satisfactory condition until removal is authorized by Owner. Construction Manager, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner. The Construction Manager will provide parking for its employees within the designated work areas. Construction Manager employees will not be allowed to park in areas which are used by any facilities which remain in operation.

GC 55 FIRE PREVENTION

55.1 Construction Manager shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Construction Manager. This includes keeping the Contract Work area clear of all trash at all times.

55.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the Owner. Construction Manager shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel

in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Construction Manager to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

GC 56 ILLUMINATION

56.1 When any work is performed at night or where daylight is shut off or obscured, Construction Manager shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

GC 57 BEST MANAGEMENT PRACTICES

57.1 Construction Manager shall be responsible for evaluating the site before construction is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For example, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

57.2 Regulated Substances are substances that are known to cause significant harm to human health and the environment (including surface and groundwater). The Unified Land Development Code (ULDA) Section 9.3, Wellfield Protection, regulates the storage, handling, use and production of Regulated Substances within wellfield zones which may impair present and future drinking water suppliers. In addition, the ULDC, Section 9.6, Excavation, requires that Best Management Practices for the Construction industries be followed for Agricultural Area, TYPE II, TYPE IIIA and TYPE IIIB excavation activities.

57.3 If any Regulated Substances are stored on the construction site, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons, or 440 pounds, or more containing Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, ground waters, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

57.4 Construction Manager shall familiarize itself with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance.

Any tools or equipment necessary to accomplish same shall be available in case of a release.

- 57.5 Upon completion of construction, all unused and waste Regulated Substances and containment systems shall be removed from the construction site and shall be disposed of in a proper manner as prescribed by law.

GC 58 DUST CONTROL

- 58.1 The Construction Manager, for the duration of the Contract, shall, at its expense, maintain all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

GC 59 WATER POLLUTION

- 59.1 Construction Manager shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

GC 60 AIR POLLUTION

- 60.1 The Construction Manager shall, at its expense, so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Palm Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Palm Beach County Air Pollution Board Regulations.

GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

- 61.1 Construction Manager shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, labeling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The Construction Manager will notify the Owner immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the Owner. The Construction Manager shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of his work.

61.2 In the event that hazardous material is improperly handled or stored by the Construction Manager, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Construction Manager shall immediately notify the Owner and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Construction Manager's sole cost and expense. Further, Construction Manager shall indemnify and hold harmless from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. If without negligence on the part of the Construction Manager or anyone for whom it is responsible, Construction Manager is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the Work as required by the Contract Documents, the Owner shall pay for the direct costs of remediation as approved beforehand by Owner, in writing, which shall be paid from the Contingency Fund.

GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

62.1 All materials and equipment furnished and work performed shall be properly inspected by Construction Manager, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by Owner. Construction Manager shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose Owner shall be afforded full and free access to the shops, factories or places of business of Construction Manager and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. If Construction Manager covers all or any portion of the Work prior to any quality surveillance or test by Owner, the cost of any necessary uncovering and replacing shall be borne by Construction Manager. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Construction Manager for such work, materials or equipment shall prejudice the rights of Owner thereafter to correct or reject the same as hereinafter provided.

62.2 If any material, equipment or workmanship is determined by Owner, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Contract, Owner shall notify Construction Manager in writing that such material, equipment or work is rejected and the Owner reserves the right to withhold payment on any such item. Thereupon, Construction Manager shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same comply strictly with all requirements of the Contract.

GC 63 TESTING

63.1 Unless otherwise provided in the Contract, Drawings and Specifications shop testing of materials or work shall be performed by the Construction Manager and in accordance

with the Technical Specifications. Field testing of materials or work shall be performed by Owner. Should tests in addition to those required by the Specifications be desired by Owner, Construction Manager will be advised in reasonable time to permit such testing. Such additional tests will be at Owner's expense unless such additional tests are required due to Construction Manager's work or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Construction Manager's expense. Construction Manager shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing. Construction Manager shall provide reasonable and accurate notice of when construction activities which require Owner's testing services are required. Construction Manager shall be responsible for stand-by and other costs associated with the testing agency if that construction activity is delayed or canceled.

GC 64 PROGRESS

- 64.1 Construction Manager shall give Owner full information in advance as to its plans for performing each part of the Work. If at any time during the progress of work, Construction Manager's actual progress is inadequate to meet the requirements of the Contract, Owner may so notify Construction Manager who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by Owner, Construction Manager does not improve performance to meet the currently approved Contract construction schedule, Owner may require an increase in Construction Manager's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to Owner. Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Construction Manager of its obligation to achieve the quality of work and rate of progress required by the Contract.
- 64.2 Failure of Construction Manager to comply with the reasonable instructions of Owner may be grounds for determination by Owner that Construction Manager is not prosecuting its work with such diligence as will assure completion within times specified. Upon such determination, Owner may terminate Construction Manager's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with the applicable provisions of this Contract.

GC 65 CHANGES

- 65.1 Owner may, at any time, without invalidating the Contract and without notice to the Surety(ies), make changes in the Work by issuing Change Orders, as well as Contingency Fund Change Orders addressed elsewhere in the Contract Documents (and which are not subject to this GC 64 and its subparts).
- 65.2 Owner will issue written orders to Construction Manager for any changes, except that in the event of an emergency which Owner determines immediately endangers life or

property, Owner may issue oral orders to Construction Manager for any work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered work.

- 65.3 Construction Manager shall commence such changed work so that all dates set forth in Construction Manager's current construction schedule, as accepted by Owner, will be met. In the event of an emergency which Owner determines immediately endangers life or property, Construction Manager shall immediately commence such changes as required by Owner in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle Owner to invoke the provisions of section GC 25 entitled TERMINATION FOR DEFAULT.
- 65.4 Unless otherwise required, Construction Manager shall, within twenty-one (21) calendar days following receipt of a written Change request from Owner, submit in writing to Owner a Contract Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to Owner of performing the change under the Contract in comparison to what the cost would have been, had such change not been offered.
- 65.5. The proposal shall state the Construction Manager's added and/or deleted compensation in detail, including, but not limited to:
- a. Material quantities and unit prices;
 - b. Labor man-hours and wages by craft;
 - c. Equipment type and size and rental rate;
 - d. Overhead, profit, and bond allowance of 5% for those portions subcontracted, and 15% of those portions that are self-performed by the Construction Manager;
 - e. Subcontract costs with back-up detail as specified (in items a), b), c), and a markup for Subcontractor overhead and profit not to exceed 10% in the aggregate;
 - f. Time extension, if any;
 - g. A detailed description of any impacts this change will have on any activities on the Critical Path which would effect any of the Milestone Dates;
 - h. Proof of payment of any tax liability resulting from a specific change (if requested by Owner);
 - i. General Condition costs: provided however, that said costs shall be compensable *only in the event that the Change Order results in an extension in excess of thirty (30) calendar days of the Substantial Completion Date, as extended by Change Orders, if any*, and at a daily rate that shall be extrapolated from the amount of the General Conditions items specifically applicable to the Change Order.

- 65.6 Under no circumstances shall Construction Manager apply for or be entitled to recover extended home office overhead costs associated with a change in the Work, whether or not calculated in accordance with the Eichleay Formula. The Parties may agree, if justified in accordance with GC 27, to an extension of time in connection with any changes to the Work. Any time extension request submitted after the twenty-one (21) calendar day time period noted above, will not be considered and deemed waived by the Construction Manager.
- 65.7 If Construction Manager does not propose the method of compensation for such change, or any part thereof, within the time required, or if any proposed method is not acceptable to Owner, or if a method of compensation for such change, or any part thereof cannot be agreed upon, Construction Manager shall proceed upon direction (“Construction Change Directive”) with such change.
- 65.8 A Construction Change Directive (CCD) is a written order prepared by the Design Professional of Record and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD may be used in the absence of total agreement on the terms of Change Order or to complete work which, if not accomplished, could adversely affect a critical path activity. Upon receipt of the CCD, the Construction Manager shall promptly proceed with the change in the Work involved and advise the Design Professional of Record of the Construction Manager’s agreement or disagreement with the method, if any, provided in the CCD for determining the proposed adjustment in the Contract Sum or Contract Time. When the Owner and Construction Manager agree with the determination made by the Design Professional of Record concerning the adjustments in the Contract Sum and/or Time, or otherwise reach agreement upon the adjustments, such agreement shall be recorded by the preparation of a Change Order. The Construction Manager shall not seek payment for work performed pursuant to a CCD until it has been converted to a Change Order.
- 65.8.1 If, at any time after Construction Manager commences such change, and a method of compensation other than verifiable cost of the changed Work plus the markups allowed in GC 65.5 is agreed upon, such compensation will be made in accordance with such agreement. In any event, Construction Manager shall keep accurate records of the actual cost to Construction Manager for such change. Costs for which Construction Manager shall be entitled to compensation on a cost of the changed Work plus markup basis as described above, are as follows:
- a. Direct Labor Cost - Payment will be made for all manual classifications up to and including foremen, but shall not include superintendents, assistant superintendents, general foremen, office personnel, time-keepers and maintenance mechanics, and those personnel categorized in the Lump Sum. The time charged to changes will be subject to the daily approval of Owner, and no charges shall be accepted unless evidence of such approval is submitted by Construction Manager with its billing.

Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the change, excluding those employees catalogued above. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by Construction Manager by law or collective bargaining agreements, excluding those employees catalogued I (a) above. Copies of certified pertinent payrolls shall be submitted to Owner.

- b. Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Construction Manager shall be made for all construction and automotive equipment or tools with a new cost at point of origin of one thousand dollars or less each. Equipment time charged to changes will be subject to daily written approval of Owner and no charges will be accepted unless evidence of such approval is submitted with Construction Manager's billing.

The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Construction Manager-owned equipment used in this Contract shall be those contained in the RENTAL RATE BLUE BOOK as published by K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110-1313, (800-669-3282) and current at the time that work for any specific Change is performed, less 30%. When equipment is used for cost of the workchanges which do not reasonably resemble adjusted Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

If Construction Manager-owned equipment is not available and equipment is rented from outside sources, payment will be computed on the basis of actual invoice cost. Rental rates for non-owned equipment must be approved in advance by Owner.

When the operated use of equipment is infrequent and, as determined by Owner, such equipment need not remain at the site of the Work continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Owner's direction shall be paid for at a standby rate.

Unless otherwise provided in the Contract, all equipment rental rates shall be agreed upon in writing before commencing any change. When a specific piece of rental equipment, normally used to perform unchanged Contract Work is used for cost of the Work Changes, the applicable rental rate shall be the actual rate paid by the Construction Manager at the time the Work is performed.

Transportation costs for bringing equipment to the jobsite and for returning equipment to the point of origin, exclusively for use on time and material work,

will be reimbursed to Construction Manager based on invoices, provided that prior written approval has been given to Construction Manager.

Overtime shall be paid as per Method 2 described in said RENTAL RATE BLUE BOOK.

No compensation will be made to the Construction Manager for equipment repair, equipment maintenance or idle equipment time.

- c. Material Costs - Payment for the cost of materials furnished by Construction Manager for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Owner. Payment will be the net cost to Construction Manager delivered at the job and vendor's invoice shall accompany the billing along with the verification by Owner of such use of such materials.
- d. Contract and Outside Service Costs - Payment for work and services subcontracted by Construction Manager in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Owner before the subcontractor starts to work on the change.
- e. Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Owner.

65.9 For any changes involving deductive items, the following shall apply to the amount of allowable overhead, profit and bond allowance:

- a. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Construction Manager for processing.
- b. For changes containing both additions and deductions covering related work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change, plus nine (9) percent thereof covering overhead, profit, and bond allowance.

65.10 No change order or CCD shall be valid until approved and signed by the Owner. The Design Professional of Record is not authorized to bind the Owner to changes relative to changes in Contract cost and or time. The Design Professional may only recommend acceptance or rejection. If a proposed change is deemed beneficial to the Project and is within the limits set forth in the Contract, the Owner may cause to be issued an appropriate change order to the Contract with or without the Construction Manager's signature.

- 65.11 The Design Professional of Record will have the authority to order minor changes in the Work which do not involve adjustment to the GMP or Time and are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Construction Manager. The Construction Manager shall carry out such written orders promptly, and the Construction Manager shall receive no additional compensation therefore, nor shall there be any change in the Contract Time. The Design Professional shall immediately provide notices of all minor changes in the Work to the Owner.
- 65.12 Execution of a change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the modification(s) constitutes, in whole or part, a cardinal change to the Contract.

GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings:

1. Conformed Documents - Prior to the first application for payment, Construction Manager shall show proof of conformed documents with all Bid addenda identified on the record drawings and on his field set of drawings. Supplemental information following the bid shall be included and updated monthly for review with the application for payment.
2. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed. These drawings shall be available to Owner for inspection at any time.
3. Final Records - The Construction Manager shall furnish to Owner a complete set of marked-up as-builts with RECORD clearly printed on each sheet. Owner, at its expense, will furnish Construction Manager with drawings for mark-up by Construction Manager. Construction Manager shall, by use of professional draftsman, accurately and neatly transfer all deviations from progress as-builts to final as-builts.

B. Specifications:

1. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of Specifications showing as-is conditions on the site annotated to clearly indicate all substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These Specifications shall be available to Owner for inspection at any time.
2. Final Records - The Construction Manager shall furnish to Owner a complete set of marked-up as-built Specifications with RECORD clearly printed on cover. Owner, at its expense, will furnish Construction Manager a set of Specifications for mark-up by Construction Manager. Construction Manager shall accurately and neatly transfer all annotations from progress as-builts to final as-builts.

C. Manuals:

1. Manuals - As a condition precedent to Substantial Completion, the Construction Manager shall furnish to Owner three complete sets of manuals and applicable operating instructions as referenced in Technical Specifications.
2. Unless otherwise specified, manuals to be bound in 3-ring binder with contents clearly indicated on outside cover.

D. Endorsement:

1. Construction Manager shall sign each final record drawing and the cover of the record Specifications and shall note thereon that deviations and annotations are complete and accurate.
2. The Construction Manager shall provide a signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of construction as a condition precedent to Final Acceptance.

E. Fixed Asset Equipment and Fixture Information:

1. Construction Manager shall provide the Owner with a list (in electronic format and hard copy) of each piece of equipment having an individual value greater than \$500.00 prior to Final Acceptance. The list shall include, at a minimum; a) the name, make and model number, b) the quantity installed, and 3) the value of the equipment.

GC 67 MEASUREMENT OF AND PAYMENT FOR WORK

67.1 Estimates and all support data shall be prepared by Construction Manager and submitted in writing for Owner's approval on or about the end of each month covering the amount and value of work satisfactorily performed by Construction Manager up to the date of such estimate. Such estimates shall be based on the construction schedule completed activity cost, as approved, and may be confirmed by actual measurement of the Work in place. Estimates shall be based on cumulative total quantities of work performed. Estimates may include materials or equipment not incorporated into the Work provided the requirements set forth below are met. A format for such estimates shall be determined by the Owner according to type of Contract Work and shall be agreed upon prior to, or no later than, application for the first progress payment.

The quantity of work to be paid for under any item for which a unit price is fixed in the Contract shall be the amount or number, approved by Owner, of units of work satisfactorily completed with the Contract and computed in accordance with applicable measurement for payment provisions of the Contract.

67.2 Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided such materials meet the requirements of this Contract, plans, and Specifications and are delivered to acceptable locations at the Project Site or to other sites in Palm Beach County that are acceptable to the Owner (bonded warehouse). Such material must be stored in a secure manner, acceptable to the Owner, and in accordance with any manufacturer's recommendations.

67.3 Delivered cost of such stored or stockpiled materials may be included in any subsequent payment request once the Construction Manager meets the following conditions:

- a. An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Contract, by name.
- b. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
- c. Once any stored material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Work.
- d. Evidence that Construction Manager has verified quantity and quality of materials delivered (verified packing list).

67.4 It is further agreed between the parties that the transfer of title and the Owner's payment for any stored or stockpiled materials pursuant to this General Condition shall in no way relieve the Construction Manager of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, plans and Specifications. Construction Manager shall make all surveys necessary for determining all quantities of work to be paid for under the Contract. Copies of field notes, computations, and other records made by Construction Manager for the purpose of determining quantities shall be furnished to Owner upon

request. Construction Manager shall notify Owner prior to the time such surveys are made. Owner, at its discretion, may arrange to have its representative witness and verify all surveys made by Construction Manager for determining quantities of work to be paid for under the Contract. Measurements and computations shall be made by such methods as Owner may consider appropriate for the class of work measured.

- 67.5 The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of work where not definitely indicated on the drawings or in the Specifications, shall be determined by Owner.
- 67.6 No payments of invoices (or portions thereof) shall at anytime constitute approval or acceptance of the Work under this Contract, nor be a waiver by Owner of any of the terms contained herein.

GC 68 PROGRESS PAYMENT PROCEDURES

- 68.1 The Construction Manager shall prepare a schedule of values by phases of work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of work scheduled. Change Orders shall be added as separate line items. The schedule of values shall be submitted to the Owner and Design Professional of Record for review and approval prior to "Commencement of Work."
- 68.2 The Construction Manager will prepare and submit three (3) original copies of monthly invoices for work completed during the one month period. Pay Applications shall be submitted in the format of the sample form given to the Construction Manager at the Pre-Construction meeting. All information must be completed for the pay application to be accepted. Owner's account number(s) for the Project will be given at the Pre-Construction meeting and will be placed at the top right hand corner of each application. These payment applications will be reviewed by all parties in attendance at the monthly pay application meetings. Prior to formal submission of the Application the Construction Manager shall submit a rough draft plus two extra copies for the Owner and Design Professional of Record to review. Submit final approved copies (3) to: the Design Professional of Record, whose approval is required prior to submission to the Owner.
- 68.3 If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Construction Manager shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Construction Manager, in accordance with Florida Prompt Payment Act (FS 218.70). Retainage, in the amount of 10%, will be withheld on the calculated value of any work, with the exception of stored materials which may be paid at the supplier's invoiced cost. After 50% completion of the Work has been achieved, the Owner may, at its sole discretion and with consent of Surety, implement a reduction in retainage. However, in no instance can the amount retained be less than the value of the Work the Owner determines remains to be put in place or required to be performed as remedial activities.

- 68.4 Each application for payment shall be accompanied by the following:
- a. A notarized "Affidavit of Disbursement of Previous Periodic Payments to subcontractors" from the Construction Manager for the portion of work up to the date of that particular pay application.
 - b. An Owner approved construction schedule update.
- 68.5 If one or more "Notice of Non-Payment" is received by the Owner, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the Owner. Upon request, Construction Manager shall furnish acceptable evidence that all such claims or liens have been satisfied. On bonded projects only, the Owner may allow, with consent of Surety and indemnification of the County against any claims, payment for work which there is an outstanding Notice of Non-Payment.
- 68.6 Any amount otherwise payable under the Contract may be withheld, in whole or in part, if:
- a. Any claims are filed against Construction Manager by Owner or third parties; or if reasonable evidence indicates the probability of filing any such claim; or
 - b. Construction Manager is in default of any Contract condition; or
 - c. There is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum
 - d. Damage to the Owner or a separate contractor;
 - e. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay
 - f. Defective work or material is not remedied; or
 - g. Construction Manager repeatedly fails to carry out the Work in accordance with the Contract Documents; or
 - h. Construction Manager fails to timely submit an owner-approved updated Schedule with each Application for Payment.
- 68.7 If claims or liens filed against Construction Manager or property of Owner connected with performance under this Contract are not promptly removed by Construction Manager after receipt of written notice from Owner to do so, Owner may remove such claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Construction Manager. Construction Manager shall have no less than thirty (30) days to remove or bond off such lien after notice. If the amount of such withheld payments or other monies due Construction Manager under the Contract is insufficient to meet such cost, or if any claim or lien against Construction Manager is discharged by Owner after final payment is

made, Construction Manager and its surety or sureties shall promptly pay Owner all costs (including attorneys' fees) incurred thereby regardless of when such claim or lien arose.

68.8 Following issuance, by the Design Professional of Record, of a Certificate of Substantial Completion, Construction Manager may submit special payment request, provided the following have been completed:

- a. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for the Owner's occupancy and use of the Project.
- b. Complete final cleaning of the Work.
- c. Submit record documents (record drawings).
- d. Submit listing of work to be completed before final acceptance.
- e. Settle liens and other claims.
- f. Obtain Consent of Surety for partial release of retainage.
- g. Settle Liquidated Damages due to Owner, if any.

68.9 Upon receipt by Owner of Construction Manager's written Notice of Final Completion of its work under this Contract, in accordance with GC 72, Owner shall verify all work has been completed on the Project. When all work has been verified as complete, and the Construction Manager completes and submits the items listed below, the Construction Manager may submit a final invoice.

- a. Complete work listed as incomplete at the time of Substantial Completion and obtain Design Professional certification of completed Work.
- b. Submit proof of payment on fees, taxes or similar obligations.
- c. Transfer operational, access, security and similar provisions to Owner; remove temporary facilities, tools and similar items.
- d. Obtain Consent of Surety for final payment and/or partial release of retainage.
- e. All information required by GC 66.
- f. Obtain certification of as-built (record) drawings from Design Professional of Record.

GC 69 USE OF COMPLETED PORTIONS OF WORK

69.1 Whenever, as determined by Owner, any portion of work performed by Construction Manager is in a condition suitable for use, Owner may initiate certificate of Substantial Completion (Partial Utilization) for that portion and take possession of or use such portion. Such use by Owner shall in no case be construed as constituting final acceptance, and shall neither relieve Construction Manager of any of its responsibilities under the Contract, nor act as a Waiver by Owner of any of the conditions thereof, provided, that Construction Manager shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of work, Construction Manager shall be entitled to an equitable adjustment in its compensation and/or schedule under this Contract.

- 69.2 If, as a result of Construction Manager's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to Owner, Owner shall have the right to continue such use until such portion of work can, without injury to Owner, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.
- 69.3 Construction Manager shall not use any permanently installed equipment unless such use is approved by Owner in writing. Where Construction Manager's written request is granted for the use of certain equipment, Construction Manager shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of Owner. If Owner furnishes an operator for such equipment, such operator's services shall be performed under the complete direction and control of Construction Manager and shall be considered Construction Manager's employee for all purposes other than the payment of such operator's wages, workmen's compensation or other benefits paid directly or indirectly by Owner.

GC 70 ALLOWANCES AND UNIT PRICES

- 70.1 Construction Manager has included in the GMP all unit prices and allowances. Items covered by unit prices shall be supplied for such amounts as the Owner may direct.
- 70.2 Unit prices shall apply to revisions to the Work as applicable. Unit Prices are "all inclusive", including labor, material, supervision, tools, equipment, insurance taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other things necessary.

GC 71 SUBSTANTIAL COMPLETION

- 71.1 The date of Substantial Completion is the date established by the Design Professional and approved by the Owner when the Project is sufficiently complete to permit the Owner to use it for its intended purpose and the items listed below in 71.4 are complete. Liquidated damages shall be assessed from the date of substantial completion of the entire Project.
- 71.2 The Construction Manager shall notify the Design Professional, in writing, when the Construction Manager considers the Project Substantially Complete and attach a comprehensive list of incomplete work and items needing correction with dates indicating when the items listed will be completed.
- 71.3 Once the Design Professional has received notice from the Construction Manager, the Design Professional will promptly inspect the Work. The Design Professional may

refuse to inspect the Work if the Work is obviously not substantially complete or when the Construction Manager's list is not complete.

71.4 The following items shall be completed prior to a request by the Construction Manager for inspection for Substantial Completion of a particular phase of the Project

- a. Temporary Certificate(s) of Completion shall be obtained from the proper Building Official.
- b. All general construction completed.
- c. All electrical work complete, equipment and fixtures in place, connected, cleaned and ready for use.
- d. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
- e. Project site shall be cleared of the Construction Manager's excess equipment, storage shacks, trailers, and/or building supplies. All temporary construction shall be removed.
- f. All electrical systems shall be complete, fully functional, and demonstrated to the Owner.
- g. All operations and maintenance manuals for all equipment shall have been submitted.
- h. Manufacturers' certifications and warranties shall be delivered to Owner.
- i. All operations and maintenance training related literature, software and back-up disks shall have been provided. A video tape of the training shall be provided.
- j. All required spare parts as well as any special tools shall have been provided.
- k. The Project record Drawings and Specifications shall be submitted in accordance with GC 66.

71.5 If Substantial Completion is not obtained at the inspection, called by the Construction Manager, for reasons which are the fault of the Construction Manager, the cost of any subsequent inspections requested by the Construction Manager for the purpose of determining Substantial Completion shall be the responsibility of the Construction Manager and shall be assessed against the final payment application.

- 71.6 Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the Construction Manager within fourteen (14) calendar days and in any event prior to any request for Final Inspection and Acceptance.

GC 72 FINAL INSPECTION AND ACCEPTANCE

- 72.1 When the Construction Manager considers that all work under the Contract is complete as previously referenced in GC 71, Construction Manager shall so inform Owner and Design Professional, in writing. In addition, when items on the punch list as recorded at the Substantial Completion inspection have been corrected and the Owner is satisfied that all work under the Contract is completed and is in accordance with the requirements of this Contract, Owner shall notify Construction Manager in writing of final acceptance of its work under this Contract.

- 72.2 The Owner will make final payment to the Construction Manager of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items, for which a Change Order will be issued:

1. Liquidated Damages, as applicable.

2. At the discretion of the Owner, one hundred and fifty percent (150%) of the value of outstanding items, corrective Work, or "punch list" items indicated on the Certificate of Substantial Completion, "final punch list", or any other "punch list" as being yet uncompleted or uncorrected, as applicable. All such Work shall be completed or corrected to the satisfaction of the Owner within the time stated on the Certificate of Substantial Completion, or on the "final punch list", or any other "punch list", otherwise the Construction Manager does hereby waive any and all claims to all monies withheld by the Owner to cover the value of all such uncompleted or uncorrected items.

- 72.3 Neither final acceptance of the Work, nor payment therefor, nor any provision of the Contract Documents shall relieve the Construction Manager of responsibility for defective or deficient materials or work. If, within one (1) year or as provided for elsewhere in the General Conditions or Technical Specifications after Substantial Completion, any of the Work is found to be defective, deficient or not in accordance with the Contract Documents, the Construction Manager shall correct, remove and replace it promptly after receipt of a written notice from the Owner and correct and pay for any damage to other Work resulting in therefrom.

GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

- 73.1 The Construction Manager shall make his own arrangements for disposal of materials outside the Project limits and shall pay all costs involved. The Owner reserves the right to retain any salvage material or equipment scheduled for removal. Should the Owner elect to retain salvaged materials or equipment, the Construction Manager will provide

appropriate on-site storage and protection. The Owner will be responsible for transporting from the site any materials or equipment it has elected to retain. Off-site disposal of any items not retained by the Owner shall be the responsibility of the Construction Manager.

- 73.2 When any material is to be disposed of outside the Project limits, the Construction Manager shall first obtain a written permit from the property owner on whose property the disposal is to be made and he shall file in writing with the Owner said permit or the certified copy thereof together with a written release from the property owner absolving the agency of any and all responsibility in connection with the disposal of material on said property.
- 73.3 When material is disposed of as above provided and the disposal location is visible from the Project, the Construction Manager shall dispose of the material in a neat and uniform manner to the satisfaction of the Owner.

GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

- 74.1 The Construction Manager represents to the Owner that neither the Construction Manager, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of the Construction Manager, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted with to furnish labor, material, equipment or professional services in connection with the construction or the Project. Construction Manager agrees to give written notification and obtain the approval of the Owner before entering into any Contract on this Project with any subcontractor or material supplier where there exists any identity of interest.

GC 75 CLEANING UP

- 75.1 Construction Manager shall, at all times, at its expense, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Construction Manager shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work.

GC 76 PROJECT SIGNS

- 76.1 Construction Manager, shall construct a Project job sign as indicated and described on Site Sign Detail. Construction Manager shall coordinate location of sign with Owner's representative and install within 21 days after Owner's issuance of "Notice to Proceed". Any deletion/addition of lettering during the life of the Project will be at the Construction Manager's expense. Construction Manager will remove and properly dispose of sign at final acceptance of project. With the exception of the right reserved by the Owner to

erect a sign in connection with the Project and unless otherwise provided in the Contract Documents, Construction Manager shall not display or permit to be displayed on or about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.

GC 77 PERFORMANCE AND PAYMENT BONDS/CHAPTER 558 OPT OUT

- 77.1 Within ten (10) calendar days following the Owner's action to approve this Contract, Construction Manager shall furnish Performance and Payment Bonds in form as set forth in Exhibits "F" and "G," written by a surety company acceptable to Owner. It is the Construction Manager's obligation to record a copy of the statutory Payment Bond in the Public Records of Broward County, Florida, and to otherwise comply with all applicable Florida laws.
- 77.2 Both Owner and Construction Manager hereby expressly opt out of the provisions of Chapter 558, F.S., and elect not to be governed by its terms and provisions.

EXHIBIT A



Vincent G. Burkhardt
President



July 14, 2015

City of Pompano Beach
1201 NE 5th Avenue
Pompano Beach, FL 33060
Attn: Mr. John Sfiropoulos, P.E.

RE: Preconstruction Services Agreement
Construction Manager at Risk for the City of Pompano Beach Overhead Utility Undergrounding Project – *A1A corridor*; from Hillsboro Bay to Terra Mar Road including the side streets from Terra Mar Road to 10th Street (excluding a section from NE 5th Court south to SE 2nd Street and Terra Mar Island)

Dear Mr. Sfiropoulos:

Burkhardt Construction, Inc. (BCI), acting as Construction Manager at Risk (CMAR), is pleased to provide this proposal to the City of Pompano Beach (Owner) for Pre-Construction Services for the Pompano Beach Overhead Utility Undergrounding Project – A1A corridor. The work to be designed and constructed is generally described as demolition, traffic control, undergrounding of franchise utilities and restoration as required. As CMAR, BCI shall function as an agent of the Owner, shall be paid a fixed fee for services performed and shall be an integral part of the design team. Pre-construction services will include:

- Interface with the Owner and the Engineer as required during the design phases of the project to establish a project team that includes the Engineer and the Owner, including attending all design team meetings and review preliminary design drawings and specifications;
- Site visit and “walk through” with CMAR, Owner and Design Team
- Securing of Easements
- Public Outreach
- Review and input of project cost and schedule;
- Review of proposed construction materials and systems;
- Project estimating and value engineering;
- Coordinating of bidding and contracting for trade subcontractors; and
- The development of a Guaranteed Maximum Price (GMP) for the construction of the facilities based on the design.



Pre-construction services shall be rendered and invoiced in the following format:

Task I

PRE-CONSTRUCTION PROGRESS MEETINGS

The scope includes the CMAR participating in team progress meetings attended by CMAR, Design Professionals, Owner and others as requested. This task shall also include the development of project schedules as directed by the Owner. This task shall also include a site visit/walk through with key CMAR personnel, Owner and Design team members. It is anticipated that these meetings will be held at the Owner's office, Engineer's office or location as designated by the Owner. Preconstruction team meetings are to be held at the convenience of the Owner every 2-3 weeks until completion of the plans/contract documents.

Estimated 7 meetings required

TOTAL FEE TASK I \$12,320.00

Task II

ENGINEERING / DESIGN – A1A corridor; from Hillsboro Bay to Terra Mar Road (excluding a section from NE 5th Court south to SE 2nd Street)

The CMAR with the assistance from Brannon & Gillespie, LLC (BNG) will provide engineering coordination services for this portion of the project. This task will include the following: Consolidate Utility Electric, Telephone, and CATV plans to provide a detailed installation drawing as required for the construction of the proposed underground utility Telephone, Cable TV, and Electric Power facilities. The facilities to be converted are those facilities as indicated on the referenced drawing sheets provided by Utility Engineering (Florida CA 27044). This project will replace approximately 14,000 feet of overhead utility pole lines with underground facilities within the A1A right-of-way, and will extend more or less, from Hillsboro Bay to Terra Mar Road, excluding a section from NE 5th Court south to SE 2nd Street, as more specifically indicated on the referenced drawings. Service connections to street lighting, traffic signals, CATV amplifiers, telephone cabinets, etc., will be designed to be converted to underground facilities. Should existing street lighting be removed as a result of pole removal, the design of new street lighting is specifically excluded.

The CMAR/BNG will provide two preliminary sets of plans for client review prior to finalizing plans. The CMAR/BNG will communicate with overhead utility companies as necessary to resolve any design issues that may arise. We will coordinate with the utilities to obtain minimal cost solutions which include the identified needs of the City, and provide minimal disruption to the harmony within the community.

The CMAR/BNG will provide easement descriptions as required to accommodate the utility facilities which cannot be located within the FDOT right-of-way. Easement documents will include instruments acceptable to the utilities with attached exhibits containing legal descriptions and sketches. Sketches and legal descriptions will be prepared by the Engineer or a surveyor based on complexity. Legal descriptions will typically mirror property deed language to convey



uniformity to property owners. We understand that the City of Pompano Beach is willing to enter into an ROW agreement with FPL for the installation of FPL facilities within the right-of-way.

We understand the following:

- 1) The City shall provide property surveys in AutoCAD format for the areas in which this overhead to underground utility conversion construction shall take place. Our proposal does not include the acquisition of a new survey. Our proposal is dependent on the survey being provided by the City. The current survey depicted in the drawing appears to be one provided by Keith and Associates in April of 2011. There may be some minor updates since that survey was completed. Should any field changes/discrepancies be discovered requiring survey updating, such updates would be the responsibility of the City. This survey work is not associated with any easement acquisition efforts, but is for the design work for the utility undergrounding construction. It is likely that adjacent property ownership will have changes and we would rely on the public records for that information.
- 2) The City will provide existing plans in AutoCAD or GIS format depicting existing and proposed underground water, sewer, drainage, and paving improvements.
- 3) Florida Power & Light Company will provide conduit, cable, and equipment designs for the conversion of their electric power facilities which will be merged into the consolidated plan.
- 4) The telephone company and the CATV company will provide plans depicting conduits, pull boxes, and cabinet equipment required to accommodate their new underground facilities. The telephone and CATV companies will provide their own drawings for their crews to utilize in installing their cable and equipment.

This Project may be broken into multiple sections. FPL typically allows municipal projects to be broken into sections where the total of all sections equal the required 3 miles of overhead lines and the section are constructed with gaps between projects no greater than one year. Sections allow FPL to begin overhead facility removals prior to the entire project undergrounding being completed. Fiber Optic lines would be the biggest constraint to creating sections. We will work with the City to develop a section by section construction plan. We anticipate the project might be broken into 4 or more sections as needed to expedite completion in a given portion to minimize community disruption within that specific area.

TOTAL FEE TASK II \$268,400.00

Task III

ENGINEERING / DESIGN - *Side streets from Terra Mar Road to 10th Street (excluding Terra Mar Island)*

The CMAR with the assistance from Brannon & Gillespie, LLC (BNG) will provide engineering design and coordination services for this portion of the project. This task will include the following: Consolidate Utility Electric, Telephone, and CATV plans to provide a detailed installation drawing as required for the construction of the proposed underground utility Telephone, Cable TV, and Electric Power facilities. The facilities to be converted are those lying South of and along 10th Street and north of and along Terra Mar Road. Side streets will include 10th Street, 11th Street, 12th Street, 13th Street, Terra Mar Drive and all connecting streets within this north-south boundary and lying between State Road A1A and the Intracoastal Waterway. Not included are the streets within Terra Mar Island. This project addition will replace approximately



5845 feet of overhead utility pole lines with underground facilities. All overhead Communication lines will also be placed underground. Service connections to street lighting, traffic signals, CATV amplifiers, telephone cabinets, etc., will be designed to be converted to underground facilities. Should existing street lighting be removed as a result of pole removal, the design of new street lighting is specifically excluded.

The CMAR/BNG will provide two preliminary sets of plans for client review prior to finalizing plans. The CMAR/BNG will communicate with overhead utility companies as necessary to resolve any design issues that may arise. We will coordinate with the utilities to obtain minimal cost solutions which include the identified needs of the City, and provide minimal disruption to the harmony within the community.

The CMAR/BNG will provide easement descriptions as required to accommodate the utility facilities which cannot be located within the right-of-way. Easement documents will include instruments acceptable to the utilities with attached exhibits containing legal descriptions and sketches. Sketches and legal descriptions will be prepared by the Engineer or a surveyor based on complexity. Legal descriptions will typically mirror property deed language to convey uniformity to property owners. We understand that the City of Pompano Beach is willing to enter into an ROW agreement with FPL for the installation of FPL facilities within the right-of-way. We understand the following:

- 1) The City shall provide property surveys in AutoCAD format for the areas in which this overhead to underground utility conversion construction shall take place. Our proposal does not include the acquisition of a new survey. Our proposal is dependent on the survey being provided by the City. This survey work is not associated with any easement acquisition efforts, but is for the design work for the utility undergrounding construction. It is likely that adjacent property ownership will have changes and we would rely on the public records for that information.
- 2) The City will provide existing plans in AutoCAD or GIS format depicting existing and proposed underground water, sewer, drainage, and paving improvements
- 3) Florida Power & Light Company will provide conduit, cable, and equipment designs for the conversion of their electric power facilities which will be merged into the consolidated plan.
- 4) The telephone company and the CATV company will provide plans depicting conduits, pull boxes, and cabinet equipment required to accommodate their new underground facilities. The telephone and CATV companies will provide their own drawings for their crews to utilize in installing their cable and equipment.

This Project may be broken into multiple sections. FPL typically allows municipal projects to be broken into sections where the total of all sections equal the required 3 miles of overhead lines and the section are constructed with gaps between projects no greater than one year. Sections allow FPL to begin overhead facility removals prior to the entire project undergrounding being completed. Fiber Optic lines would be the biggest constraint to creating sections. We will work with the City to develop a section by section construction plan. We anticipate the project might be broken into 4 or more sections as needed to expedite completion in a given portion to minimize community disruption within that specific area.

TOTAL FEE TASK III \$101,942.50



Task IV

PUBLIC PRESENTATIONS/PUBLIC OUTREACH

The scope includes CMAR participation in public presentations, in support of Owner Staff and Design team, as directed by the Owner. The public presentations may include public presentation/discussion of construction methods, construction sequences and construction timelines. The public meetings and presentations shall be as directed by the Owner. The public outreach portion of this scope shall consist of the CMAR participating in meetings with the merchants and public to discuss the project. The presentation shall include introduction of the project team, who & how to contact team individuals, discussion of the project sequences, project phasing/ schedule, business/merchant/pedestrian/traveling public access during construction and additional details as requested by the Owner.

Estimated 6 meetings required

TOTAL FEE TASK IV \$ 11,980.00

Task V

TITLE SEARCH AND EASEMENT ACQUISITION (ALLOWANCE)

Title searches for easement acquisition typically cost \$450 per title search. It is difficult to quantify easement negotiation hours with property owners. It appears there are approximately 65 easements indicated to be obtained outside the right-of-way. This would indicate a budget of \$29,250 for title searches. Allowing four hours per easement for locating and negotiating with property owners, a budget for that activity would be approximately \$55,770.

TOTAL FEE TASK V \$ 85,020.00

Task VI

GUARANTEED MAXIMUM PRICE (GMP) - 90% Plans

BCI will prepare and submit a GMP proposal to the Owner after completion of the pre-construction services phase of the project. The GMP proposal will be prepared in accordance with the guidelines and delivered in the format specified by the Owner. The Owner, at its sole option and discretion, may specify different requirements for the GMP proposal. The GMP will be valid for 90 days after submission. BCI will submit the GMP proposal in a bound format which will include, but not be limited to the following:

- Cover sheet including project title and Owner project number;
- Summary sheet of GMP Proposal including subcontractor bids, allowances, contingencies, bonds, insurance, conditions and exclusions. This sheet will also contain contract time, construction start date, date of substantial completion, date of final completion, bar chart schedule and proposed work hours
- Schedule of values
- Detailed summary of general conditions
- Allowance list statement amounts and uses
- Proposed subcontractor list
- Subcontractor bid sheets
- Plans, drawings and specifications specific to the GMP
- Any supporting documents referenced in the GMP



At such time as the GMP preparation process results in a mutually agreeable GMP value, the Owner will document its acceptance thereof in writing and both parties shall execute a contract amendment for the project that incorporates the GMP and its supporting documents into the contract. CMAR's scope of basic and additional services shall be detailed and subject to a final determination of the project scope and size and careful negotiation and coordination between BCI and the Owner.

TOTAL FEE TASK VI **\$ 23,850.00**

TOTAL PRECONSTRUCTION SERVICES FEE (TASKS I-VI) **\$503,512.50**



All tasks and fees include supplies, presentation materials, equipment, personnel, travel and related costs associated with performing the services described.

Presentation and acceptance, by the Owner, of a mutually acceptable GMP shall conclude preconstruction services.

We have attached our current hourly rates for your use should additional pre-construction services be requested.

Preconstruction services scope & fee proposals for subsequent phases of the work program shall be prepared and submitted by the CMAR as requested by the Owner.

Thank you for the opportunity to submit this pre-construction services proposal for the City of Pompano Beach Overhead Utility Undergrounding Project – A1A corridor. If you have any questions on this proposal, please contact us at (561) 659-1400.

Submitted By:
Construction Manager at Risk
Burkhardt Construction, Inc.

Marc R. Kleisley

Title: Vice President of Operations

Accepted by:
Owner
City of Pompano Beach

By: _____
Printed Name

Title: _____

Date: _____

Upon your acceptance of this letter agreement Burkhardt Construction, Inc. shall begin work immediately. Please return one original for our files.



Hourly Rates For Additional Requested
Pre-Construction Services

<u>Name</u>	<u>Position</u>	<u>Rate</u>
Vincent G. Burkhardt	President/Proj. Principal	\$300.00
Sharon H. Burkhardt	Secretary/C.P.A.	\$175.00
Dennis E. Haynes	Vice President/Proj. Principal	\$175.00
Marc R. Kleisley	V.P.Operations/Sr. P.M.	\$150.00
Anthony Sabatino	Senior Project Manager	\$150.00
Bill Zammit	Vertical Project Manager	\$120.00
Adam Rossmell	Project Manager	\$100.00
CJ Rhody	Project Manager	\$100.00
Brandon Rhodes	Project Manager	\$100.00
Christopher Quenneville	Const. Field Mgr./Estimator	\$100.00
Scott Murray	Const. Field Mgr./Estimator	\$100.00
Karl T. Kaminski	Const. Field Mgr./Estimator	\$100.00
Hemant Tank	Asst. PM/Estimator/Cost Engineer	\$75.00
	Merchant Outreach	\$75.00
Sarah B. Hoadley	Accounting Manager/M.B.A.	\$90.00
Katy Pantaleon	Accounting	\$75.00
Kristy Arnold	Admin. Ass't/Secretarial	\$50.00
Melissa McGraw	Marketing/Graphics	\$55.00

BRANNON & GILLESPIE, LLC RATE SCHEDULE:

Principal Professional Engineer: \$195.00/hour

Utility Design Consultant: \$185.00/hour

Utility Coordinator: \$175.00/hour

Draftsman/Designer: \$75.00/hour

(*) -Expenses to be approved by the client in advance.

Hourly rates include all necessary supplies, transportation, communication, overhead and profit.

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

BURKH-3 OP ID: RAL

DATE (MM/DD/YYYY)
10/02/2015

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

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

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Ken E Willits, CPCU, CFP, CRIS	CONTACT NAME: PHONE (A/C, No, Ext): 954-776-2222 FAX (A/C, No): 954-776-4446 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Burkhardt Construction, Inc. 1400 Alabama Avenue, Suite 20 West Palm Beach, FL 33401-7048	INSURER A : Amerisure Insurance Company	NAIC # 19488
	INSURER B : Amerisure Mutual Ins. Company	23396
	INSURER C : North River Insurance Company	21105
	INSURER D : Lloyd's of London	15792
	INSURER E :	
	INSURER F :	

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

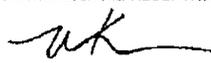
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL2089541	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA2089542	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			5811059709	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Professional Liab Claims-Made			B0621P0028087001 RETENTION:\$15,000	07/22/2015	07/22/2016	Per Claim 1,000,000 Aggregate 1,000,000

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

Certificate holder and Pompano Beach CRA listed as additional insured as respects General Liability if required by written contract.

APPROVED
RISK MANAGEMENT
ON: 10/29/15
BY: JEM

CERTIFICATE HOLDER POMPABC City of Pompano Beach 100 W. Atlantic Blvd. Rm276 Pompano Beach, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



CERTIFICATE OF LIABILITY INSURANCE

BURKCON-01 FRENCHM

DATE (MM/DD/YYYY)
12/29/2014

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

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

PRODUCER Insurance Office of America, Inc. Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME:	
	PHONE (A/C, No, Ext): (561) 776-0660	FAX (A/C, No): (561) 776-0670
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Builders Mutual Insurance Company	10844
INSURED Burkhardt Construction Inc 1400 Alabama Ave West Palm Beach, FL 33401	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCP1036884	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

APPROVED
RISK MANAGEMENT
DATE: 10/29/15
BY: [Signature]

CERTIFICATE HOLDER	CANCELLATION
City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE C. Ray Dorsey III

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EXHIBIT C



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR QUALIFICATIONS
T-12-15**

**CONSTRUCTION MANAGEMENT AT RISK CONTRACT
SERVICES**

**RFQ OPENING: JANUARY 20, 2015 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

December 17, 2014

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS
T-12-15

CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

The City is seeking proposals from qualified firms to provide construction management at risk contract services to the City for various city streetscape projects.

The City will receive sealed proposals until **2:00 p.m. (local), January 20, 2015**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable. Submittal of Response by fax is not acceptable.

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SECTION I - RFQ SCHEDULE

The following schedule will be followed for this RFQ:

RFQ Issued:	12/17/2014
Deadline for Questions:	01/13/2015
RFQ Opening:	01/20/2015
Evaluation of Proposals (estimated)	01/29/2015
Evaluation of Presentations (estimated if required)	02/10/2015
Commission Approval of Highest Ranked Firm (estimated)	02/24/2015

SECTION II INTRODUCTION

1. General

The City of Pompano Beach Public Works Department (CITY) has identified major projects and programs within the CITY boundaries with the goal to make the City more attractive to residents, visitors and tourists and promote economic growth and activity as detailed in the City's Strategic Plan.

The intent of this Request for Qualifications (RFQ) is, through a competitive process pursuant to Florida Statutes, Chapter 287.055(2)(g) (Consultants Competitive Negotiations Act), to select the three (3) most qualified firms based on the top three (3) rankings, with whom to negotiate Guaranteed Maximum Price (GMP) Agreements and enter into Construction Manager at Risk Contracts with on an interchangeable basis as determined by the City, for the potential projects listed herein and any other potential projects of similar nature to be determined by City.

The CITY, as part of the City's Capital Improvement Program and Strategic Plan, are providing for the renovation and replacement of existing facilities and the construction of new facilities within the City. The proposed improvements include, but are not restricted to, conversion of existing overhead utilities (e.g. electric, telephone and cable TV) to underground distribution, installation of new drainage, replacement of water and sewer distribution lines, and streetscape improvements, including lighting, sidewalks, pavement and landscaping. The proposed improvements may not occur at the same time, but may be phased as necessary.

Construction drawings and specifications for each project will be provided by the City to the awarded firm(s) to develop a GMP and Construction Manager at Risk contract accordingly, on an as needed basis as determined by the City. The City reserves the right to enter into agreements interchangeably with either of the top three (3) highest ranked firms as determined by the City.

2. Eligibility

Due to the requirement that the Contractor(s) need to be readily available for meetings, discussions and tours within the areas of responsibility, it will be necessary for any proposers to have an office physically located within the tri-county areas of Miami-Dade, Broward, and Palm Beach County. This office must be an active facility from which consultant services are routinely provided and not merely a post office box or other type of mail drop, nor can it be the office of simply a representative agent. The CITY reserves the right to inspect any facility designated by the proposer to insure that it complies with this section.

3. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and

that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

The City has set a 15% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

4. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

The City has set a 15% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were

contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

5. Contract Award

Upon successful competitive negotiations with the selected Construction Management Firm(s), individual Construction Management at Risk contracts will be developed for each project including a Guaranteed Maximum Price (GMP) and construction schedule. Construction shall not commence until Notice to Proceed is issued by the City. Commission approval will be required for construction projects in excess of \$24,999.

6. Project List

Work to be accomplished under this contract is related, but not limited to the following streetscape, hardscape, and landscape improvement projects in which construction costs may exceed \$2,000,000.00 as follows: The City does not guarantee that the top three (3) ranked firm(s) will be awarded these projects; these projects reflect what we envision to be prospective projects through which construction management at risk contracts are suitable; however, the City reserves the right to procure these services using other methods as deemed appropriate by the City and to expand upon this list or exclude projects from this list.

- A. Briny Avenue Streetscape and Undergrounding Improvements
- B. A1A Undergrounding of Overhead Utilities
- C. DiVito Parking Lot Improvements
- D. N.E. 1st Avenue Streetscape between N.E. 26th Avenue and N.E. 28th Avenue
- E. Section 108 Loan project in Old Pompano (N.E. 1st Avenue, N.E. 1st Street, N.E. 2nd Street, N.E. 3rd Street, N.E. 2nd Avenue, etc.).

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. No contractor or sub-contractor shall commence work under this agreement without the minimal insurance set forth herein, nor without the approval by the City of Pompano Beach Risk Manager. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
-------------------	--------------------	-----------

GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$2,000,000 AGGREGATE

* Policy to be written on a claims incurred basis

XX comprehensive form		
XX premises - operations	bodily injury	
XX explosion & collapse hazard	property damage	
XX underground hazard		
XX products/completed operations hazard	bodily injury and property damage	
XX contractual insurance	combined	
XX broad form property damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$2,000,000 AGGREGATE

	bodily injury (each person)	
	bodily injury (each accident)	
XX comprehensive form	property damage	
XX owned		
XX hired	bodily injury and property damage	
XX non-owned	combined	

REAL & PERSONAL PROPERTY

XX comprehensive form	Contractor must show proof they have this coverage.	
-----------------------	---	--

EXCESS LIABILITY

XX umbrella form	bodily injury and property damage	
XX other than umbrella	combined	\$2,000,000. \$2,000,000.

XX PROFESSIONAL LIABILITY		\$1,000,000. \$1,000,000.
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* Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. GOVERNING LAW

Interested vendors will agree that agreements shall be governed by the laws of the State of Florida, and the venue for any legal action will be Pompano Beach, Florida.

9. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, each Qualifier must disclose if any City employee is also an owner, corporate officer, or an employee of his business. If any City employee is also an owner, corporate officer, or an employee, the Qualifier must file a statement with the Broward County Supervisor of Elections pursuant to Florida Statutes 112.313.

10. LOBBYING PROHIBITED

Qualifiers are not to lobby any City officials, officers or personnel related or involved with this Request for Qualifications. All oral and written inquiries are to be directed to the Procurement Contacts contained herein. Any violation of this condition may result in rejection and/or disqualification of the proposal. The City Manager shall be excluded from this condition.

11. DRUG FREE WORKPLACE

The selected Qualifier with whom an agreement will be negotiated will be required to verify they will operate a "Drug Free Workplace" as outlined in Florida Statute, Section 287.087.

12. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. TAXES

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

14. HOLD HARMLESS AND INDEMNIFICATION

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

15. RETENTION OF RECORDS AND RIGHT TO ACCESS

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

16. COMMUNICATIONS

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

17. NO DISCRIMINATION

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

18. INDEPENDENT CONTRACTOR

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

19. STAFF ASSIGNMENT

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

20. CONTRACT TERMS

The contract resulting from this RFQ shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFQ document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

21. WAIVER

It is agreed that no waiver or modification of the contract resulting from this RFQ, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

22. SURVIVORSHIP RIGHTS

This contract resulting from this RFQ shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

23. TERMINATION

The contract resulting from this RFQ may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFQ for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

24. MANNER OF PERFORMANCE

Proposer agrees to perform its duties and obligations under the contract resulting from this RFQ in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

25. ACCEPTANCE PERIOD

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

26. RFQ CONDITIONS AND PROVISIONS

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

27. STANDARD PROVISIONS

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

h. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

i. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

j. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

k. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

l. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

m. Public Records

1. The City of Pompano Beach is a 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 that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions 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;
 - c. 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

- d. 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.
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 herein.

28. QUESTIONS AND COMMUNICATION

All questions regarding the RFQ are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

29. ADDENDA

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786 4098 to determine if addenda were issued and to make such addenda a part of their proposal.

30. CONTACT INFORMATION

For additional information regarding this RFQ, please contact City of Pompano Beach Public Works Department, Engineering Division, John Sfiropoulos, P.E., Civil Engineer III at 954-545-7009 or email john.sfiropoulos@copbfl.com.

SECTION III- SCOPE OF WORK

1. INTENTION

The intent of this "Request for Qualifications" is for the CITY to select a Construction Management Firm capable of providing construction management services necessary to construct the improvements within the CITY as outlined above. Applicants are encouraged to self- perform any of the general services listed on page 6. The Construction Management Firm(s) may retain necessary design professionals under the process provided in Florida Statute Section 287.055.

Based on the Guaranteed Maximum Price (GMP), the CITY may or may not proceed if the GMP is not acceptable to the CITY. The CITY reserves the right to discontinue with that firm without recourse or liability. The types of services required may include, but shall not be limited to, the following.

2. PRE-CONSTRUCTION PHASE

- A. Review and coordinate the work that the architect, engineer and/or the owner prepared for the project, within the existing site conditions.
- B. Submit to the architect, engineer and owner for consideration, appropriate cost and savings programs (value engineering).
- C. Coordinate competitive bidding and contracting for trade subcontractors.
- D. Calculate and provide a Guaranteed Maximum Price for the project or each phase of the project.
- E. Provide a preliminary construction schedule.

3. CONSTRUCTION PHASE

- A. Provide Performance and Payment Bonds for the full value of the GMP for each phase of the project.
- B. Monitor Minority/Women and Small Business Enterprises participation (M/WBE, SBE) for the project or phases of the project.
- C. Apply for, obtain, coordinate and pay for all permits, inspections and tests. Ensure the successful, timely, and economical completion of the project or phases of the project.
- D. Coordinate and insure compliance with all insurance requirements.
- E. Create, maintain, and present an overall construction schedule
- F. Create a schedule of values for the project or phases of the project.
- G. Coordinate Construction Management Services, including but not limited to:
 - 1) Regular job site meetings.
 - 2) Public presentations and Public outreach
 - 2) Maintaining and updating schedules.
 - 3) Overseeing quality assurances.
 - 4) Maintaining and providing copies of all contract documents.
 - 5) Insuring compliance with all safety programs.
 - 6) Coordination of all construction.

4. GENERAL SERVICES

Work to be accomplished under this contract may include the following:

- A. Undergrounding existing FPL, ATT and Comcast overhead utilities.
- B. Pedestrian improvements within the ROW and City owned property.
- C. Exercise trail, passive park areas and possible playground upgrades
- D. Eco-tourism elements
- E. Trendy design and art elements
- F. Landscape Beautification
- G. On-Street Beachfront Parking along (if applicable)
- H. Base information review/identification of site design issues/opportunities
- I. Cost estimating and value engineering
- J. Paving and Hardscape materials
- K. Lighting-Electrical
- L. Site Furnishings and Special Features
- M. Roadway alignment plan coordination
- N. Outline Specifications
- O. Plans that shall reflect the location and dimensioning of the following elements:
 - a. Plazas, walkways/sidewalks, and specialty features
 - b. Steps, ramps and retaining walls
 - c. Site furnishings
 - d. Exterior lighting
 - e. Hardscape/Paving Plans
 - f. Special pavement materials and patterns (Type and location)
 - g. Pedestrian surfaces
 - h. Curbs and paving borders
 - i. Planting Plans - Quantity, size, and description of the following:
 - Trees (including relocation of any existing trees)
 - Shrubs and groundcovers
 - Soil mixes
 - Planting details and specifications
- P. Irrigation (City to supply source information for irrigation source, i.e., well or City water source).
 - a. Piping and hydraulics design
 - b. Pump and/or well design
 - c. Specifications
- Q. Construction Details
 - a. Decorative walls (structural sub-consultant)
 - b. Special pavements
 - c. Various lighting treatments
 - d. landscaped edges and buffers
 - e. Stairs, ramps, walls and walkways
 - f. Curbs and hardscape edges
 - g. Site furniture
 - h. Construction Details
 - i. Construction Specifications
 - j. Technical Specifications

5. COMPOSITION OF PROJECT TEAM

Qualifier will be required to commit that the personnel and/or principals named in the proposal shall remain assigned to the "project" throughout the period of the contract unless provided for otherwise in a negotiated contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement. The approval of the CITY will be required for any such diversion or substitution.

6. LICENSE

Firms must have previous municipal experience and must be licensed to practice General Contracting in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

SECTION IV - SELECTION/EVALUATION PROCESS

1. Interested Respondents shall submit their qualifications and any other information required herein to the City of Pompano Beach's Purchasing Department's office on or before the date and the time specified.
2. Each partner of joint ventures must individually meet the conditions of the General Contractor's Evaluation. Contractor's License may not have been suspended, put on probation or revoked at any time in the last five (5) years.
3. Limited Liability Corporations (LLC) will be required to comply with a Guaranty of Obligations.
4. General Contractor shall provide a complete financial statement indicating organization's financial condition. Financial statements provided by general contractors shall not be older than six (6) months prior to the date of filing this Prequalification Application. The financial statements are to be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserve the right to reject financial statements in which the financial condition shown is of a date six (6) months or more prior to the date of filing.
5. A certificate by a Certified Public Accountant (CPA) is required. The CPA may submit a certificate in his/her own words, including such qualifications as may be necessary in view of the scope of this assignment, provided that such qualifications shall not be so extensive as to nullify the value of the statement or its usefulness to the City of Pompano Beach. Certificate shall be signed and shall indicate license/certificate number.
6. Bearing in mind that working capital is an important factor in determining the prequalification of the general contractor, the accountant will perform a valuable service for their client and at the same time assist the City, if they will furnish, by supplemental schedules or as part of their certificate, any information not specifically called for by the statement which in their opinion might be taken into consideration. In the event that the general contractor's job income and expenditures are accounted on a completed contract basis and the balance sheet includes an item reflecting the excess of costs to date over billings to date, or vice versa, the elements of "Accumulated Costs" and "Billings to Date" must be shown in support of the balance sheet item.

7. A Selection Committee will review the submittals. The selected Firms will be notified and ranked. The committee may conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' qualifications. The final ranking will then be recommended to the CITY for approval. The CITY has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the board.
8. After the CITY has approved the rankings of the firms and authorized negotiations to proceed, CITY staff may negotiate Contracts with any of the three (3) top ranked Firm(s) on an interchangeable basis, as determined by the CITY. The final Contract negotiated between the Firm and CITY staff will incorporate the contents of this "Request for Qualifications" the qualifications submitted by the Firm, and any other terms or conditions that the parties may agree to include by way of negotiation. If CITY staff is unable to negotiate a satisfactory Contract, CITY staff may terminate negotiations with that Firm without recourse or liability. After a Contract has been formally approved and executed by the CITY, the Firm will be issued an "Authorization to Proceed."
9. The Committee will rank responses based upon the following criteria:

- Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.
- A. 0-20
- Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (contractor and/or subcontractor must be FPL- approved/certified), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years:
- B. 0-20
- a. Number of similar projects
 - b. Complexity of similar projects
 - c. References from past projects
 - d. Safety record
- Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials
- C. 0-5
- Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.
- D. 0-10
- Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects:
- E. 0-20
- a. Number of technical staff
 - b. Qualifications of technical staff: (1) Number of licensed staff
(2) Education of staff
(3) Experience of staff
- Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:
- F. 0-10
- Proximity of the nearest office to the project location:
- G. 0-10
- a. Location
 - b. Number of staff at the nearest office

- Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work? 0-5

Total Points 0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

SECTION V - SUBMITTAL FORMAT

Information to be submitted should include the following and be tabbed as indicated:

Title Page: Show the "Request for Qualifications" project title, project number, the name of the Respondent firm, address, telephone number, name of contact person and date.

- A. Table of Contents: Clearly identify the section, topic, and page number.
- B. The Essential Requirements Questionnaire and the Declaration page below.
- C. Letter of Transmittal: Limit to one (1) or two (2) printed pages.
 - 1. Briefly state the firm's understanding of the work to be done and provide a positive commitment to perform the work.

2. Give the names of the persons who will be authorized to make representations for the firm including their titles, addresses and telephone numbers.

D. Profile of Construction Management Services:

1. Describe the firm, including the size, range of activities, and other pertinent information.
2. Provide an organizational chart.
3. State whether the organization is national, regional or local.
4. State the location of the office from which the work is to be performed.
5. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.

E. Provide a list and description of similar municipal or other projects satisfactorily performed within the past five (5) years that have been completed under a "Construction Management at Risk Services" agreement. For each project listed, include the name and telephone number of a representative for whom the project was undertaken who can verify satisfactory performance. Describe experiences in conducting similar projects for each of the staff assigned to the project, as well as their relevant educational background.

F. Provide information on any litigation (decided, settled or pending) the firm has been involved in within the last five (5) years.

G. Describe what municipal staff support is anticipated for this type of project.

H. Describe the firm's approach to performing the work. This should include the following points: overall plan for this project outlining major tasks and responsibilities, project time schedule and staff assigned.

I. Provide reviewed or audited financial statements for your most recent past three (3) complete fiscal years, accompanied by a review report by an independent Certified Public Accountant. Compiled or internally prepared financial statements will not be accepted.

J. Insurance certificate and any other forms the Qualifier feels are pertinent.

K. City Forms: The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFQ pages, initialed where indicated.

The Submittal Package shall be submitted in accordance with the requirements of the Consultants Competitive Negotiation Act and shall include a completed sample insurance certificate listing the insurance company's name(s) for both Professional and General Liability Insurance and the dollar amounts of the coverage.

Submit one (1) original unbound and six (6) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Submittal packages should be marked on the exterior RFQ CM at Risk Contract Services For Various City Streetscape Improvement Projects and addressed to City of Pompano Beach, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

SUBMITTALS MUST BE RECEIVED NO LATER THAN THE DATE SPECIFIED IN THE RFQ SCHEDULE IN THE SECTION I ABOVE.

No fax or e-mail copies will be accepted. Submittals received after the specified time and date will not be considered and will be returned unopened to the sender.

The CITY reserves the right to accept or reject any or all submittals, to waive any minor irregularities, and to extend the deadline for submission when it is in the best interest of the CITY.

VI. CONTRACT SECURITY

When the Successful Firm delivers the executed Agreement to the CITY, it must be accompanied by a Performance Bond equivalent to 100% of the contract. A warranty Bond, equal to 25% of the actual cost of construction shall remain in effect after the project(s) is completed and for a period of two (2) years from the date of final approval.

ESSENTIAL REQUIREMENTS
QUESTIONNAIRE

1. Qualifier possesses a valid and current Florida Contractor's license for the project or projects for which it intends to submit a bid.

___ Yes ___ No

2. Qualifier has or will obtain a general liability insurance policy with a policy limit of at least \$_____ per occurrence and \$_____ aggregate.

___ Yes ___ No

3. Qualifier has current workers' compensation insurance policy.

___ Yes ___ No

Qualifier is exempt from this requirement, because it has no employees

a) A "no" answer to Question 4 will not be disqualifying if the Qualifier is exempt from complying with Question 4, for reasons explained in footnote 3.

b) A Qualifier disqualified solely because of a "Yes" answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

c) Public Entity may request an additional notarized statement from the surety at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?

___ Yes ___ No

NOTE: A financial statement that is not reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the Florida Department of Insurance) and authorized to issue bonds in the State of Florida, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for the Project?

Yes No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has your contractor's license been revoked at any time in the last five years?

Yes No

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Yes No

8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract?

Yes No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

9. At any time during the last five years, has your firm, or any of its owners or officers, been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

Yes No

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

1a. Date Incorporated: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, and treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name: _____

Position: _____

Years with Company: _____

% Ownership: _____

Social Security #: _____

1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

Person's Name: _____

Construction Firm: _____

Dates of Person's Participation with Firm: _____

For Firms That Are Partnerships:

1a. Date of formation: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name: _____

Position: _____

Years with Company: _____

% Ownership: _____

Social Security #: _____

1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name: _____

Construction Firm: _____

Dates of Person's Participation with Firm: _____

For Firms That Are Sole Proprietorships:

1a. Date of commencement of business.

1b. Social security number of company owner.

1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name: _____

Construction Firm: _____

Dates of Person's Participation with Firm: _____

For Firms That Intend to Make a Bid as Part of a Joint Venture:

1a. Date of commencement of joint venture.

1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm: _____

% Ownership of Joint Venture: _____

B. History of the Business and Organizational Performance

1. Has there been any change in ownership of the firm at any time during the last three years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

Yes No

If "yes," explain on a separate signed page.

2. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed page.

3. Are any corporate officers, partners or owners connected to any other construction firms?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed page.

4. State your firm's gross revenues for each of the last three calendar years:

2013 _____ 2012 _____ 2011 _____

5. How many years has your organization been in business in Florida as a contractor under your present business name and license number? ___ years

6. Is your firm currently the debtor in a bankruptcy case?

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

7. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

C. Licenses

1. List all Florida construction license numbers, classifications and expiration dates of the Florida contractor licenses held by your firm:

2. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the Contractors State Licensing Board (CSLB) records who meet(s) the experience and examination requirements for each license.

3. Has your firm changed names or license number in the past five years?

Yes No

If "yes," explain on a separate signed page, including the reason for the change.

4. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?

Yes No

If "yes," explain on a separate signed page, including the reason for the change.

5. Has a State of Florida license(s) held by your firm been suspended within the last five years?
____ Yes ____ No

If "yes," please explain on a separate signed sheet.

D. Disputes

1. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

____ Yes ____ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, and the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

2. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

____ Yes ____ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

3. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

____ Yes ____ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor.

4. In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

Yes No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

5. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

6. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

Yes No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

7. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

E. Criminal Matters and Related Civil Suits

1. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

___ Yes ___ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

2. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

___ Yes ___ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

3. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

___ Yes ___ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the City if a state court, the district or location of the federal court), the year and the criminal conduct.

F. Bonding

1. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and
telephone number: _____

2. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

3. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

4. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies, which denied coverage; and the period during which you had no surety bond in place.

G. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1. Has the Occupational Safety and Health Administration (OSHA) cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If "yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation. Yes No

If "yes," attach a separate signed page describing each citation.

3. Has the state or federal Environmental Protection Agency (EPA) or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If "yes," attach a separate signed page describing each citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

5. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business).

H. Prevailing Wage and Apprenticeship Compliance Record

1. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

___ Yes ___ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

SURETY AND BONDING REQUIREMENTS

A. Attach a notarized statement from the bonding company your firm proposes to use indicating their commitment to provide a Performance and Payment Bond for the full amount of the contract.

B. List the names of the Bonding firms utilized by your organization in the last five (5) years, for projects over \$3,000,000.

Name of Bonding Company No. 1

Address: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Amount Bonded: _____ % _____

Completed _____

Name of Bonding Company No. 2

Address: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Amount Bonded: _____ % _____

Completed _____

INSURANCE REQUIREMENTS

Each policy of insurance carried by the successful bidder for this project shall be issued by an insurance company licensed to do business in the State of Florida with a rating of "A" or better and a financial size category of "V" or better according to the latest edition of "Bests".

A. Attach a notarized statement from the Worker's Compensation carrier specifying organization's current Experience Modification rating for Worker's Compensation in the State of Florida.

B. List the names of the insurance firms utilized by your organization in the last five (5) years, for projects over \$3,000,000.

Name of Insurance Company No. 1

Address: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Amount Bonded: _____ % _____

Completed _____

Name of Insurance Company No. 2

Address: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Amount Bonded: _____ % _____

Completed _____

Failure to provide all these attachments may be cause for disqualification for this project.

Attachment 1 – Certificate of Accountant Attachment 1A –
General Statement of Bank Credit Attachment 2 – Notarized
Statement from Bonding Company

Attachment 3 – Notarized Statement from Worker's Compensation Insurance Carrier

Attachment 4 – Current Copy of Organization's Florida Contractor's License(s)

Attachment 5 – Certification declaring that the applying Organization has not has a surety company finish work on any project within the last five (5) years.

Attachment 6 – Certification declaring that the applying Organization, in the last five (5) years has not been found by a judge, arbitrator, jury, or a nolo contendere plea to have submitted a false or fraudulent claim to a public agency

Attachment 7 – Certification declaring that the applying Organization has not been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violations of law or a safety regulation, pursuant to Public Contract Code section 10162

DECLARATION

1. Acknowledgement and Release. By signature and date on this page, prospective bidder authorizes any financial institution, credit reporting agency and/or service, legal firm or any other type of business, agency or individual named within this document to release to the City (or City's designated representative) any and all information as that information relates, or could relate, to their ability to evaluate the background, stability and general worthiness of this bidder to perform current or future construction activities if Pre-Qualified and awarded a contract by the City.

- a. A photocopy of this page shall be deemed as valid as an original document.
- b. This Acknowledgement and Release shall remain in effect until such time as the bidder, in writing, requests that the City cease any attempt to evaluate himself/herself/themselves as potential Pre-Qualified bidder for construction work on City of Pompano Beach properties.
- c. Reserved Right. The City reserves the right, for the sole purpose of evaluating a potential Pre-Qualification candidate (bidder), to make other inquiries as permitted by law. Furthermore, the City reserves the right to reject any or all Pre-qualification applications.

AFFIDAVIT

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of Florida, that the foregoing is correct.

Dated: _____

(Signature)

PROPOSAL SIGNATURE PAGE
RFQ T-12-15, CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

STATEMENT OF NO RESPONSE

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Request for Letters of Interest
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

PROJECT TEAM FORM

RFQ NUMBER _____

Federal I.D.# _____

Is Prime Consultant a
Certified SBE firm YES__ NO_

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
Landscaping	_____	_____
Engineering	_____	_____

Other Key Member

Other Key Member

Other Key Member

Other Key Member

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RFQ Number & Title: _____ Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount/Percentage</u>

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly YES NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number T-12-15

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

(Date)

(Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RFQ # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- _____ Did not bid in response to the invitation
- _____ Submitted a bid that was not the low responsible bid
- _____ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RFQ # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

7. List the SBEs you will utilize and subcontract amount/percentage.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RFQ Number & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RFQ # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Form of Bid Sought (i.e.,
Unit Price,
Materials/Labor, Labor
Only, etc.)

Business Name, Address Work Items Sought

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RFQ # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____
