

Meeting Date: June 14, 2016

Agenda Item 1

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE L. S Warren would like to transfer his plots in the South Lawn in Block 05, Lot 4&5, Plot 1-4 & 4 to Julia Hardy Kilgore. Burial Right Agreement #6604-6605(Cost:0.00)

OR MOTION:

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 consent in writing.

L. S Warren to transfer ownership of his plots in Block 05, Lot 4 & 5, Plot 1-4 & 4 in the South Lawn to Julia Hardy Kilgore

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: L. S Warren
- (2) Primary staff contact: Robert A. McCaughan, Ext 4097
Public Works Director
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>5/23/16</u>	APPROVE	<u>[Signature]</u>
Finance	<u>5/23/16</u>	APPROVE	<u>[Signature]</u>
Budget	<u>5/25/16</u>	APPROVE	<u>[Signature]</u>

Advisory Board
 Development Services Director
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

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

TRANSFER AND ASSIGNMENT OF BURIAL RIGHT AGREEMENT

I (we), L.S. Warren (deceased)
(Assignor)

of _____ hereby
(Address)

assign, transfer and set over this date to Julia Hardy Kilgore
(Assignee)

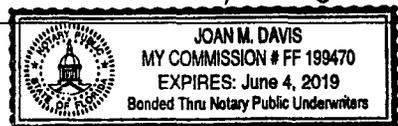
Right(s), title and interest in and to Burial Right Agreement# _____ entered to the
_____ day of _____ 201__ between the City of Pompano Beach, a municipal
corporation existing under the laws of the State of Florida, and being in Broward County, Florida and
L.S. Namen
(Assignor)

(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 Julia Hardy Kilgore
(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 05 Lot(s) 04 Plot(s) 1-4 Lawn South
Block 05 Lot 05 Plot 4 lawn south

(Assignor)
Julia Hardy Kilgore
(Assignor)
Colores Calderon
(Witness)

Subscribed and sworn to/affirmed before me on May 17, 2016, by
Julia Hardy Kilgore who is personally known to me or has presented
_____ as identification.



Joan M. Davis
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: _____
Asceleta Hammond, City Clerk

SEPTEMBER 14, 1992

This is to verify the official listing of burial in
the South Lawn of Block-5, Lot-4:

Plot-1, Julia Hardy Champion

Plot-2, Bobby Champion

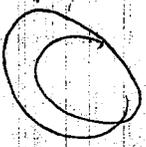
Plot-3, Sheryl Hardy

Plot-4, Charles Hardy

Block-5, Lot-5; Plot-4, Jenny Lynn Hardy

Julia Hardy Champion - great niece
Signature

[Handwritten Signature]
Witness





Pompano Beach Cemetery
Burial Right Agreement No. 6604

THIS INDENTURE, made this ___ day of ___, A.D., 201___ 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 Julia Hardy Kilgore of the County of Broward and State of Florida Party of the Second Part, whose address is: 3001 NW 107th Ave. Coral Springs, FL 33065.

WITNESSETH, that the said Party of the First Part for and in consideration of the sum of \$0.00, 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:

Block 05 Lot 4 Plot 1-4 of Pompano Beach Cemetery South 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 Julia Hardy Kilgore

By _____

WITNESS

WITNESS

CITY OF POMPANO BEACH

By _____ CITY MANAGER

MAYOR-COMMISSIONER

ATTEST

CITY AUDITOR-CLERK (SEAL)

Signed, sealed and delivered in our presence:

WITNESS

WITNESS

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ___ 201___ 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
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

cc: City Clerk
Public Works



Pompano Beach Cemetery
Burial Right Agreement No. 6605

THIS INDENTURE, made this ___ day of ___, A.D., 201__ 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 Julia Hardy Kilgore of the County of Broward and State of Florida Party of the Second Part, whose address is: 3001 NW 107th Ave. Coral Springs, FL 33065.

WITNESSETH, that the said Party of the First Part for and in consideration of the sum of \$0.00, 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:

Block 05 Lot 5 Plot 4 of Pompano Beach Cemetery South 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 Julia Hardy Kilgore (handwritten signature)

By _____

WITNESS

WITNESS

CITY OF POMPANO BEACH

By _____ CITY MANAGER

MAYOR-COMMISSIONER

ATTEST

CITY AUDITOR-CLERK (SEAL)

Signed, sealed and delivered in our presence:

WITNESS

WITNESS

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ___ 201__ 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
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

cc: City Clerk
Public Works

Meeting Date: 06/14/16

Agenda Item 2

REQUESTED COMMISSION ACTION:

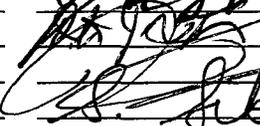
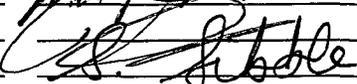
Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approve ranking order for RFP E-38-16 Design-Build Services for Construction of New Fire Station No. 24 (Rebid), and authorize staff to negotiate a contract with the highest-ranked firm, West Construction, Inc. (No cost at this time.)

Summary of Purpose and Why:

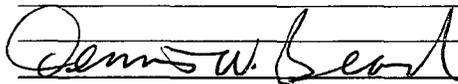
RFP E-38-16 was issued to establish a contract to provide design-build services to the City for the construction of the new multi-bay Fire Station No. 24, located at 2001 NE 10th Street, Pompano Beach. The scope of work includes design and construction of complete fire station facilities, including all civil, emergency signalization, architectural, structural, plumbing, mechanical, and electrical components. City Commission approval of the ranking order presented by the Selection/Evaluation Committee is requested, and authorization is requested for appropriate City staff to negotiate a contract with the highest-ranked firm, West Construction, Inc. Further authorization is requested to continue negotiations with the succeeding ranked firm should an impasse occur in the negotiations with the recommended firm. The General Services Department performed outreach to local design-build companies to inform them about this project. A total of fourteen (14) local companies were notified.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Horacio Danovich, CIP Manager/Brad Wolak, Engineering 954 786-7834/
Project Manager III 786-5520
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: No cost at this time
302-7563-522.65-12/16285/Capital Project Fund/Fire Station 24

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>6/6/16</u>	<u>APPROVE</u>	
General Services	<u>6/2/16</u>	<u>APPROVE</u>	
Budget	<u>6/19/16</u>	<u>Approval</u>	
Finance	<u>6/6/16</u>		



City Manager



ACTION TAKEN BY COMMISSION:

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

MEMORANDUM

Purchasing #16-078
June 02, 2016

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director *OT*

From: Jeffrey English, Purchasing Agent *JE*

Subject: Award RFP E-38-16 Design-Build Services for Construction of New Fire Station No. 24 (Rebid)

Contract Need/Background

RFP E-38-16 was issued to establish a contract to provide design-build services to the City for the construction of the new multi-bay Fire Station No. 24, located at 2001 NE 10th Street, Pompano Beach. The scope of work includes design and construction of complete fire station facilities, including all civil, emergency signalization, architectural, structural, plumbing, mechanical, and electrical components.

Mailing List

The mailing list for this project was created by using companies suggested by the requesting department, companies that have responded to prior solicitations, companies that have requested their names be placed on the mailing list, and companies from appropriate listings in other sources.

Number of received proposals3

Advertising

The RFP was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. The RFP package was also posted on the City's web page for download by interested firms.

Selection/Evaluation Committee

Three responses were received to the solicitation. The Selection/Evaluation Committee met on May 24 (in a public meeting) to evaluate and rank the responses. Copies of the minutes and voting matrix from the meeting are attached.

Market Research

The General Services Department performed outreach to local design/build companies to inform them about this project. A total of fourteen (14) local companies were notified.

Recommendation

The recommendation from the Selection/Evaluation Committee to the City Commission is to approve the ranking order, and authorize the City staff to negotiate a contract with the highest-ranked firm, West Construction, Inc. Additional authorization is requested to continue negotiations with the succeeding ranked firm to complete a contract in case of an impasse in negotiations with the recommended firm.

attachments

cc: file

**MINUTES
SELECTION / EVALUATION COMMITTEE**

RFP #E-38-16

**DESIGN-BUILD SERVICES FOR CONSTRUCTION OF NEW FIRE STATION NO. 24
(REBID)**

**Engineering Large Conference Room
1201 N.E. 5th Avenue, Pompano Beach, FL. 33060
10:02 a.m. 05/24/16**

The committee consisted of the following voting members:

Michael Hohl, Assistant Fire Chief
Jack Rogerson, East CRA Committee Board Member
John Sfiropoulos, City Engineer
Nguyen Tran, NW CRA Director
Brad Wolak, Engineering Project Manager III

Non-voting members:

Horacio Danovich, CIP Manager
Jeffrey English, Purchasing Agent

The meeting was held to evaluate the proposals received in response to the City's solicitation to establish a contract to provide design-build services to the City for the construction of the new multi-bay Fire Station No. 24, located at 2001 NE 10th Street, Pompano Beach. The scope of work includes design and construction of complete fire station facilities, including all civil, emergency signalization, architectural, structural, plumbing, mechanical, and electrical components.

This meeting was posted as a "Public Meeting" at City Hall, the Purchasing Division office, and on the City's website. Three (3) firms submitted responsive proposals to the City's Request for Proposals.

Horacio Danovich led the technical discussion. The Purchasing Representative reviewed evaluation procedures and distributed Conflict of Interest Statements for completion by all voting members.

Each Committee member had reviewed all of the responses in advance of the meeting. The Committee discussed each of the proposals in alphabetical order, and scored the responses using voting forms containing the evaluation criteria published in the RFP, with the following results:

- | | | |
|----|-------------------------------------|-----|
| 1) | West Construction, Inc..... | 480 |
| 2) | Kaufman Lynn Construction, Inc..... | 415 |
| 3) | Gulf Building, LLC..... | 402 |

A copy of the voting matrix is attached. The Committee decided oral presentations would not be required, as the scoring results showed sufficient distinction between the responding firms. An agenda item will be prepared to present the ranking to the City Commission for their approval to negotiate a contract with West Construction, Inc.

The meeting adjourned at approximately 11:41 a.m.

	Total Potential Points	Gulf Building, LLC	Kaufman Lynn Construction, Inc.	West Construction, Inc.
Committee Member	Potential Points			
<u>Michael Hohl</u>				
Qualifications	0-40	40	40	40
Project Understanding	0-20	17	17	18
Scheduling	0-5	4	3	5
Capability of Team to Perform	0-20	19	20	20
Cost Proposal	0-15	10	5	15
	Total =	90	85	98

Committee Member	Potential Points			
<u>Jack Rogerson</u>				
Qualifications	0-40	32	40	38
Project Understanding	0-20	20	20	20
Scheduling	0-5	5	3	5
Capability of Team to Perform	0-20	15	20	20
Cost Proposal	0-15	12	8	15
	Total =	84	91	98

	Total Potential Points	Gulf Building, LLC	Kaufman Lynn Construction, Inc.	West Construction, Inc.
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Committee Member	Potential Points			
<u>John Sfiropoulos</u>				
Qualifications	0-40	30	36	39
Project Understanding	0-20	16	19	19
Scheduling	0-5	4	2	5
Capability of Team to Perform	0-20	15	19	19
Cost Proposal	0-15	10	5	15
	Total =	75	81	97

Committee Member	Potential Points			
<u>Nguyen Tran</u>				
Qualifications	0-40	30	35	40
Project Understanding	0-20	20	20	20
Scheduling	0-5	3	2	5
Capability of Team to Perform	0-20	20	20	20
Cost Proposal	0-15	10	5	15
	Total =	83	82	100

	Total Potential Points	Gulf Building, LLC	Kaufman Lynn Construction, Inc.	West Construction, Inc.
Committee Member	Potential Points			
Brad Wolak				
Qualifications	0-40	34	36	37
Project Understanding	0-20	10	18	19
Scheduling	0-5	3	1	4
Capability of Team to Perform	0-20	14	18	16
Cost Proposal	0-15	9	3	11
	Total =	70	76	87

Committee Members (Average)	Potential Points			
Qualifications	0-40	33	37	39
Project Understanding	0-20	17	19	19
Scheduling	0-5	4	2	5
Capability of Team to Perform	0-20	17	19	19
Cost Proposal	0-15	10	5	14
	Average Score =	80	83	96

	Total Potential Points	Gulf Building, LLC	Kaufman Lynn Construction, Inc.	West Construction, Inc.
--	------------------------	--------------------	---------------------------------	-------------------------

Committee Members (Total)	Potential Points			
Qualifications	0-200	166	187	194
Project Understanding	0-80	83	94	96
Scheduling	0-25	19	11	24
Capability of Team to Perform	0-100	83	97	95
Cost Proposal	0-75	51	26	71
	Grand Total=	402	415	480

EVALUATION CRITERIA
 RFP E-38-16 – DESIGN-BUILD SERVICES FOR CONSTRUCTION OF NEW FIRE STATION NO. 24

VENDOR NAME: GULF / PGAL

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Qualifications	0-40	<u>40</u>
B. Project understanding	0-20	<u>17</u>
C. Scheduling	0-5	<u>4</u>
D. Capability of the team to perform	0-20	<u>19</u>
E. Cost Proposal	0-15	<u>10</u>
Total	0-100	<u>90</u>

List the reasons for this evaluation (justify the rating/scoring):

GOOD EXPERIENCE IN FIRE STATIONS

GOOD SCHEDULE

LACKED PUMPING EXPERIENCE

MID-RANGE OVERALL

Michael Hottel
 Signature of Evaluator

5-24-16
 Date

MICHAEL HOTTEL
 Printed Name

EVALUATION CRITERIA

RFP E-38-16 – DESIGN-BUILD SERVICES FOR CONSTRUCTION OF NEW FIRE STATION NO. 24

VENDOR NAME: KACEMAN LYNN / CARTAYA

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Qualifications	0-40	<u>40</u>
B. Project understanding	0-20	<u>17</u>
C. Scheduling	0-5	<u>3</u>
D. Capability of the team to perform	0-20	<u>20</u>
E. Cost Proposal	0-15	<u>5</u>
Total	0-100	<u>85</u>

List the reasons for this evaluation (justify the rating/scoring):

GODD EXPERIENCE IN FIRE STATIONS

GODD EXPERIENCE IN PUMP AND BOILER

LONGEST SCHEDULE

HIGHEST PRICE

LEAST FAVORABLE OVERALL

Michael Hotel

5-24-16
Date

MICHAEL HOTEL

Printed Name

Signature of Evaluator

EVALUATION CRITERIA
RFP E-38-16 - DESIGN-BUILD SERVICES FOR CONSTRUCTION OF NEW FIRE STATION NO. 24

VENDOR NAME: WEST / CSA

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Qualifications	0-40	<u>40</u>
B. Project understanding	0-20	<u>18</u>
C. Scheduling	0-5	<u>5</u>
D. Capability of the team to perform	0-20	<u>20</u>
E. Cost Proposal	0-15	<u>15</u>
Total	0-100	<u>98</u>

List the reasons for this evaluation (justify the rating/scoring):

BEST EXPERIENCE IN FIRE STATIONS

BEST EXPERIENCE IN POMPANO BEACH

BEST SCHEDULE

BEST PRICE

BEST OVERALL

Michael Hotel
Signature of Evaluator

5-4-06
Date

MICHAEL HOTEL
Printed Name

EVALUATION CRITERIA
RFP E-38-16 – DESIGN-BUILD SERVICES FOR CONSTRUCTION OF NEW FIRE STATION NO. 24

VENDOR NAME Gulf building

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Qualifications	0-40	<u>32</u>
B. Project understanding	0-20	<u>20</u>
C. Scheduling	0-5	<u>5</u>
D. Capability of the team to perform	0-20	<u>15</u>
E. Cost Proposal	0-15	<u>12</u>
Total	0-100	<u>84</u>

List the reasons for this evaluation (justify the rating/scoring):

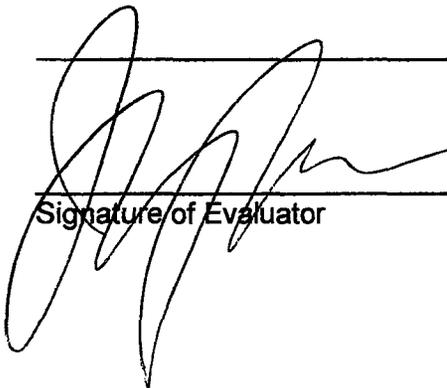
A Has less fire station experience than the others. No previous PB experience.

B All 3 bidding firms have a thorough understanding of the project

C Their schedule is 18 months, which is tied for shortest.

D Less experience than the other firms.

E At \$5.3M, they are in the middle cost wise.

 5-24-16 JACK ROBENSON
Signature of Evaluator Date Printed Name

EVALUATION CRITERIA

RFP E-38-16 – DESIGN-BUILD SERVICES FOR CONSTRUCTION OF NEW FIRE STATION NO. 24

VENDOR NAME West Construction

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Qualifications	0-40	___ 38 ___
B. Project understanding	0-20	___ 20 ___
C. Scheduling	0-5	___ 5 ___
D. Capability of the team to perform	0-20	___ 20 ___
E. Cost Proposal	0-15	___ 15 ___
Total	0-100	___ 98 ___

List the reasons for this evaluation (justify the rating/scoring):

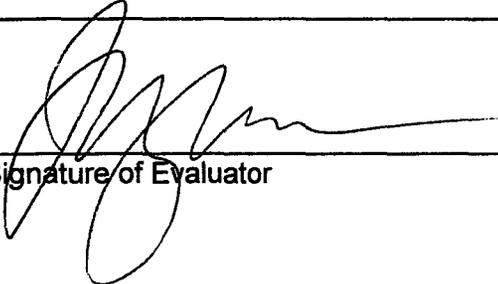
A Has the most fire station experience. Built one station in PB and completed another

B All 3 bidding firms have a thorough understanding of the project

C Their schedule is 18 months, which is tied for shortest.

D They performed well on fire station #103 and on the library. Also rescued fire station #3

E At \$4.8M, they are the low bidder.

 5-24-16 JACK ROGERSON
Signature of Evaluator Date Printed Name

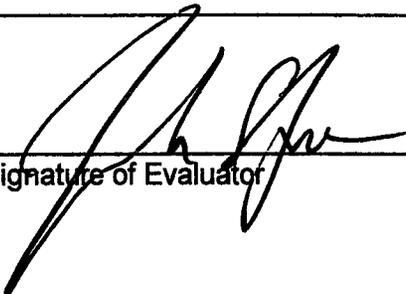
EVALUATION CRITERIA
RFP E-38-16 – DESIGN-BUILD SERVICES FOR CONSTRUCTION OF NEW FIRE STATION NO. 24

VENDOR NAME: GULF BUILDING, LLC, PCAL

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Qualifications	0-40	<u>30</u>
B. Project understanding	0-20	<u>16</u>
C. Scheduling	0-5	<u>4</u>
D. Capability of the team to perform	0-20	<u>15</u>
E. Cost Proposal	0-15	<u>10</u>
Total	0-100	<u>75</u>

List the reasons for this evaluation (justify the rating/scoring):

AS A D/B TEAM, ONLY ONE PROJECT
TOGETHER (CITY OF MIRAMONTE), SOME ELEMENTS
OF TECH APPROACH GENERAL, NO EXPERIENCE
IN POMDANO.


Signature of Evaluator

5/24/16
Date

JOHN S. PROPOULOS
Printed Name

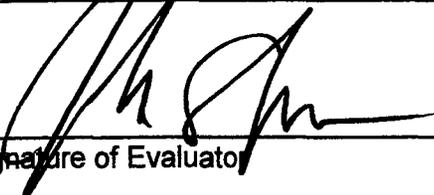
EVALUATION CRITERIA
RFP E-38-16 – DESIGN-BUILD SERVICES FOR CONSTRUCTION OF NEW FIRE STATION NO. 24

VENDOR NAME: KAUFMAN LYNN/CARTAYA

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Qualifications	0-40	<u>36</u>
B. Project understanding	0-20	<u>19</u>
C. Scheduling	0-5	<u>2</u>
D. Capability of the team to perform	0-20	<u>19</u>
E. Cost Proposal	0-15	<u>5</u>
Total	0-100	<u>81</u>

List the reasons for this evaluation (justify the rating/scoring):

8-COMBINED PROJECTS AS D-B TEAM, IMPRESSIVE
TEAM APPROACH, PHASING & LOGISTICS PLAN, STRONG
LOCAL BUSINESS INITIATIVE, LOCAL EXPERIENCE
(PIER PARKING GARAGE), SCHEDULE WAS NOT
DETAILED ENOUGH & THE LONGEST (22-MONTHS)
& PRICE WAS THE HIGHEST AT \$5.6 M



5/24/16
Date

JOHN STAMPOULOS
Printed Name

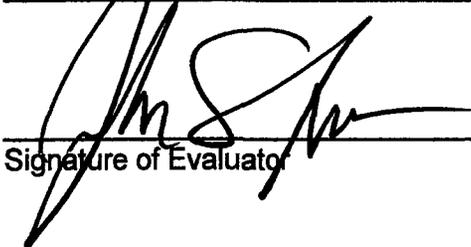
EVALUATION CRITERIA
RFP E-38-16 – DESIGN-BUILD SERVICES FOR CONSTRUCTION OF NEW FIRE STATION NO. 24

VENDOR NAME: CSA/WEST

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Qualifications	0-40	<u>39</u>
B. Project understanding	0-20	<u>19</u>
C. Scheduling	0-5	<u>5</u>
D. Capability of the team to perform	0-20	<u>19</u>
E. Cost Proposal	0-15	<u>15</u>
Total	0-100	<u>97</u>

List the reasons for this evaluation (justify the rating/scoring):

EXTENSIVE LOCAL EXPERIENCE, 20-PROJECTS
AS ID-B TEAM, 7-LEED PROJECTS, COST
WAS THE LOWEST @ \$4.6 M & SCHEDULE
WAS VERY DETAILED AND SHORTEST AT 18-MONTHS.
LITIGATION WAS HIGH WITH WEST HOWEVER THIS
ID-B TEAMS HAS THE MOST QUALIFICATIONS, BETTER COST
& SCHEDULE.


Signature of Evaluator

5/24/16
Date

JOHN SPEROPOULOS
Printed Name

EVALUATION CRITERIA

RFP E-38-16 – DESIGN-BUILD SERVICES FOR CONSTRUCTION OF NEW FIRE STATION NO. 24

VENDOR NAME: Gulf / PGAL

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Qualifications	0-40	<u>30</u>
B. Project understanding	0-20	<u>20</u>
C. Scheduling	0-5	<u>3</u>
D. Capability of the team to perform	0-20	<u>20</u>
E. Cost Proposal	0-15	<u>10</u>
Total	0-100	<u>83</u>

List the reasons for this evaluation (justify the rating/scoring):

Team of Gulf / PGAL ranked second in my
review based upon Cost, Qualifications and Scheduling.
Had experience with similar projects but not as much
as West / CSA. All 3 proposals showed Capacity &
good understanding of project; however, building
Design from Gulf / PGAL ranked 3rd in my opinion.



5/24/16
Date

NGUYEN TRAN
Printed Name

EVALUATION CRITERIA

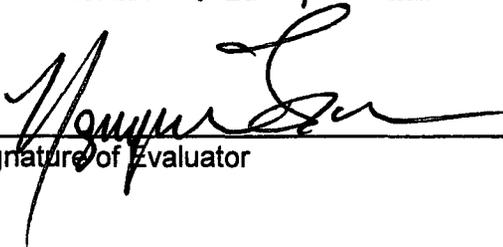
RFP E-38-16 – DESIGN-BUILD SERVICES FOR CONSTRUCTION OF NEW FIRE STATION NO. 24

VENDOR NAME: Kaufman Lyn / Cartaya & Assoc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Qualifications	0-40	<u>35</u>
B. Project understanding	0-20	<u>20</u>
C. Scheduling	0-5	<u>2</u>
D. Capability of the team to perform	0-20	<u>20</u>
E. Cost Proposal	0-15	<u>5</u>
Total	0-100	<u>82</u>

List the reasons for this evaluation (justify the rating/scoring):

Kaufman Lyn / Cartaya Team had strong project understanding and Capability but ranked 3rd on my scoring due to Cost and Scheduling. KL & Cartaya was over \$1 million higher than West/CSA. With respect to building design, I felt that KL / Cartaya placed 2nd to West/CSA in overall building design.

 5/24/16
 Signature of Evaluator Date

Neuvien Tran
 Printed Name

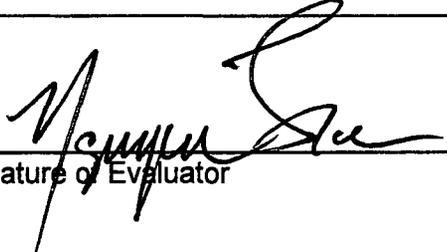
EVALUATION CRITERIA
RFP E-38-16 – DESIGN-BUILD SERVICES FOR CONSTRUCTION OF NEW FIRE STATION NO. 24

VENDOR NAME: West / CSA Associates

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Qualifications	0-40	<u>40</u>
B. Project understanding	0-20	<u>20</u>
C. Scheduling	0-5	<u>5</u>
D. Capability of the team to perform	0-20	<u>20</u>
E. Cost Proposal	0-15	<u>15</u>
Total	0-100	<u>100</u>

List the reasons for this evaluation (justify the rating/scoring):

Of the 3 proposals received, the team of West/CSA
had the most experience with the Design & Construction
of Fire Stations but more importantly, presented a proposal
with the Best design, lowest cost and shortest
schedule.


Signature of Evaluator

5/24/16
Date

NGUYEN TRAN
Printed Name

EVALUATION CRITERIA
 RFP E-38-16 – DESIGN-BUILD SERVICES FOR CONSTRUCTION OF NEW FIRE STATION NO. 24

VENDOR NAME: Gulf-PLAL

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Qualifications	0-40	<u>34</u>
B. Project understanding	0-20	<u>10</u>
C. Scheduling	0-5	<u>3</u>
D. Capability of the team to perform	0-20	<u>14</u>
E. Cost Proposal	0-15	<u>9</u>
Total	0-100	<u>70</u>

List the reasons for this evaluation (justify the rating/scoring):

- Neither firm has significant work history for the City.
- Broward local (ETL), Designer in Boca
- Claimed currently completing a DB project for Pompano, team couldn't verify
- provided LEED schedule/qual's
- Less experience of working on projects together.
- A little light on technical detail, felt as though a lot of proposal was re-iterated as opposed to demonstrating innovation & project specific knowledge
- Schedule at 20 months is a little over conceptual plan but in line.
- The fact that total cost/#man hours is \$708/hr vs \$98/hr on west proposal for relatively similar total cost raises warning flag about level of effort required (6,963 man hours vs 98,000)
- Otherwise meet D/B & LEED qualifications

[Signature]
 Signature of Evaluator

5/24/16
 Date

Brad Wolak
 Printed Name

EVALUATION CRITERIA
RFP E-38-16 – DESIGN-BUILD SERVICES FOR CONSTRUCTION OF NEW FIRE STATION NO. 24

VENDOR NAME: K.L. - Cartaya

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Qualifications	0-40	<u>36</u>
B. Project understanding	0-20	<u>18</u>
C. Scheduling	0-5	<u>1</u>
D. Capability of the team to perform	0-20	<u>18</u>
E. Cost Proposal	0-15	<u>3</u>
Total	0-100	<u>76</u>

List the reasons for this evaluation (justify the rating/scoring):

- 200+ DB projects
- Cartaya demonstrated good experience w/ FAA
- Good familiarity w/ program design standards & requirements
- ~~Team~~ - team has extensive experience working together.
- Based local (FTL)
- Good understanding of Fire Fighter needs - economical sand proofing, decontamination room,
- Collaborative approach to design "Client First"
- Solid understanding of logistics & project sequencing required re operating site.
- Thorough technical approach.
- Did not demonstrate 3 F.S. projects by Designer in 10 years (Brad was 2004)
- Not listed total man hours as requested

 5/24/16 Brad Wolak
Signature of Evaluator Date Printed Name

- Weak schedule details, largely appear to have used conceptual from RFPX
- High in cost (by \$/million)
- Appear to have demonstrated weaker experience of Designer.

EVALUATION CRITERIA
RFP E-38-16 – DESIGN-BUILD SERVICES FOR CONSTRUCTION OF NEW FIRE STATION NO. 24

VENDOR NAME: West-Currie Services

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Qualifications	0-40	<u>37</u>
B. Project understanding	0-20	<u>19</u>
C. Scheduling	0-5	<u>4</u>
D. Capability of the team to perform	0-20	<u>16</u>
E. Cost Proposal	0-15	<u>11</u>
Total	0-100	<u>87</u>

List the reasons for this evaluation (justify the rating/scoring):

- Met profile D/B qual requirements, excellent demonstrated qualifications
- Extensive knowledge, local City projects, largely positive for Designer on F.S. 103 & 11 (Contractor would prefer)
- Delivered many similar projects.
- Completed projects of similar nature together.
- Good D/B experience.
- Pointed out variance requirements for zoning demonstrating knowledge.
- Understand City review process
- Lowest cost proposal (Note that numbers didn't tally prelim comparison)
- Demonstrated schedule compression for design.
- lots of litigation (and w/ municipalities) x


 Signature of Evaluator

5/24/16
 Date

Bred Wilcox
 Printed Name

CITY OF POMPANO BEACH

RFP-Response to Request for Proposal

E-38-16

Selection/Evaluation Meeting for E-38-16 DESIGN-BUILD SERVICES FOR CONSTRUCTION OF NEW FIRE STATION NO. 24 (rebid)

5/12/2016

<u>Company Responding:</u>	<u>Address</u>	<u>City, State, Zip</u>
Gulf Building, LLC	633 S. Federal Highway, Suite 500	Ft. Lauderdale, FL 33301
Kaufman Lynn Construction, Inc.	500 E. Broward Blvd., #1710	Ft. Lauderdale, FL 33394
West Construction, Inc.	318 S. Dixie Highway, Suites 4-5	Lake Worth, FL 33460



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-38-16**

**DESIGN-BUILD SERVICES FOR CONSTRUCTION OF
NEW FIRE STATION NO. 24 (REBID)**

**OPTIONAL PRE-SUBMITTAL MEETING:
APRIL 18, 2016, 1:30 P.M.
ENGINEERING CONFERENCE ROOM
1201 N.E. 5th AVENUE
POMPANO BEACH, FLORIDA 33060**

**RFP OPENING: MAY 12, 2016 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 11, 2016

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
E-38-16
DESIGN BUILD SERVICES FOR FIRE STATION NO. 24

The City is seeking proposals from qualified firms to provide Cost Proposals along with qualifications and project approach for consideration to provide design-build services to the City for the design and construction of a replacement multi-bay Fire Station No. 24, located at 2001 NE 10th Street, Pompano Beach, FL 33060.

The City will receive sealed proposals until 2:00 p.m. (local), May 12, 2016, 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 has chosen to utilize a single-step selection process. The Proposers will provide qualifications and approach along with a Cost Proposal to construct the project. The anticipated form of construction contract will be stipulated sum or a cost plus a fee not to exceed a Guaranteed Maximum Price (GMP).

1. Project Description

The CITY wishes to construct a new Fire Station No. 24, in lieu of rehabilitating the existing one. The CITY hereby requests proposals from interested Design-Build Service Providers to provide a turnkey project for the demolition of existing Fire Station No. 24 and the design/build of a new Fire Station No 24 on the existing site.

The scope-of-work includes the design and construction of a new CBS 2-story, multi-bay, fully fire protected, building. The existing fire station building and parking lot is to be demolished and the existing site is to be prepared for new construction. The scope of work includes design and construction of complete fire station facilities including all civil, emergency signalization, architectural, structural, plumbing, mechanical, and electrical components. New services and utilities will be required with connections to existing systems. New landscaping and irrigation will be required. The design and construction will achieve a minimum of Silver LEED Certification and will require full associated documentation. Incorporation of gender friendly dormitory design is required for the new fire station.

For this site, Design-Build Service Provider shall provide for **Alternate Proposal Item #1** for a temporary fire station operations facility required for use during existing site demo and construction. The requirements of the temporary (portable) trailer facilities including configuration and footprint dimensions with gender-friendly dormitory, and offices for firefighters along with assistance with various service hookups such as temporary electric and backup power, water and sanitary, IT, security, alarm and communication linkages will be as determined by City fire personnel. Design Team will be required to coordinate schedules and arrangements and perform installation of the required items for the relocation.

Compliance with all state and local codes, laws and ordinances, including but not limited to the CITY, OSHA, Federal and State ADA Standards for Accessible Design, Broward County Building Department, and the latest edition of the Florida Building Code, including the latest amendments to these codes is mandatory. The project must meet all applicable Development Review Committee (DRC), Planning and Zoning (P&Z), and Architectural Advisory Committee (AAC) requirements as well as CITY's Engineering, Parking, Fire, Police, Building Department, etc., requirements.

Incorporation of the CITY's security and information technology requirements are required. Provision of a complete fire station alerting system integrated with a complete PA system is included. Coordination with the County's Office of Communications Radio Shop requirements is required. Design Builder will be required to attend coordination meetings with the City IT Department and the County's Office of Communications Radio Shop

Responsible design-build professionals within the Team shall perform studies, investigations, designs and calculations. The professionals shall design and build a complete fire station facility that meets the operational expectations of the CITY. The responsible design professionals of the successful Design Build Services Team will be required to certify, sign, and seal their respective drawings and specifications.

The design and construction of the building and the site for Fire Station No 24 must meet FAA airspace requirements of the adjacent airpark. The CITY has commissioned a FAA Airspace Study Checklist. The selected Design-Build Services Provider will work in partnership with the CITY's FAA Consultant in creating a site plan and building plan in accordance with the FAA Airspace Study Checklist and submitting a final facility design for approval by the FAA. This collaborative team will address all comments and revisions in order to achieve an approved final design from the FAA.

Due to the proximity of the Air Park to the Fire Station No. 24 site and due to other site constraints at Fire Station No. 24, variances for right-of-way setbacks may be required from the CITY's Development Services Dept. and City's applicable advisory Boards. The successful Design Build Services Team will be required to perform activities and provide services on the CITY's behalf to achieve any variance that may be required to bring the project to fruition.

Platting with the County will be required for the site and the successful Design Build Services Team will be required to perform activities and provide services on the CITY's behalf to achieve platting of the site that may be required.

The project will incorporate a design build contract and shall include payment and a performance bond, applicable permits, fees, impacts, utility taps, and licenses.

2. Optional Pre-Submittal Meeting

There will be an optional pre-submittal meeting to review the City's expectations for the project, including backgrounds and scopes, and answer questions from potential proposers on April 18, 2016, beginning at 1:30 p.m. in the Engineering Conference

Room, 1201 N.E. 5th Avenue, Pompano Beach, Florida, 33060. Attendance at the Pre-Submittal Meeting is highly recommended.

3. **Introduction and Purpose**

The City of Pompano Beach ("CITY") hereby requests proposals from interested development teams who shall be required to provide a turnkey design-build fire station project through a single-step selection process.

The City has recently constructed Fire Station 11 at 109 North Ocean Boulevard Pompano Beach. Fire Station 11 shall serve as a model for the desired design of the proposed station including floor space allocations, materials, finishes, equipment and architectural theme. General project specifications and requirements include, but are not limited to, the following items:

- A) The turnkey design and construction of a new Fire Station No 24.
- B) The demolition of the existing fire station and preparation of the site for new construction. Contractor shall make environmentally conscious choices when performing demolition and construction. Contractor shall divert and dispose of demolition and construction debris in accordance with all controlling federal, state, and county environmental agencies. Exhibits attached to this RFP outline the results of surveys to detect Asbestos Containing Materials, Lead Paint and Mold. All waste products shall be disposed of in accordance with Federal State and Local regulations
- C) The accommodation for provision of and relocation to on-site temporary fire station facilities and related service hookups for firefighters during construction in accordance with the requirements of City fire service personnel. **Temporary fire station facilities should be clearly marked "Alternate Proposal Item #1" with cost broken out separately on proposal documents.**
- D) Building areas will reflect the building program as coordinated with Pompano Beach Fire Rescue and will include the following building functions: 1) Storage, 2) Apparatus Bay, 3) Business, 4) Gender Friendly Dormitory; 5) Separate Battalion Chief Work and Dormitory Quarters; and 6) Pharmacy. . An outline program of proposed floor spaces is provided in Exhibit J-13. However, the City reserves the right to provide further coordination and development towards the ultimate project plan.
- E) Provide a complete fire station facility including all civil, emergency signalization, architectural, structural, plumbing, mechanical, fire alerting system, security access system, emergency generator, fire alarm system, and electrical system;
- F) A minimum of Silver LEED Certification and will require full documentation for the fire station project; The Design Build Consultant Team will be required to submit all applications, calculations and responses needed to achieve certification.
- G) Compliance with FAA airspace requirements of the adjacent airpark for the design of Fire Station No 24;
- H) Incorporation of the CITY's security and information technology requirements;
- I) Incorporation of the County's Office of Communications Radio Shop requirements for fire station alerting;
- J) Incorporation of gender friendly dormitory design; Each dormitory will be a private space with a bed, desk and three casework cabinets (20"x20"x84"). Private shower rooms with showers, toilets and sinks will be provided.

- K) Incorporation of design build contract including a payment and performance bond, applicable permits, fees, impacts, utility taps, and licenses;
- L) Provision of pre-design consulting services and stakeholder meetings to determine projects' scope, requirements, values, and community interests; Proposers should plan for a minimum of five public meetings as part of the program and design confirmation process.
- M) Preparation of preliminary and detailed fire station designs and/or design alternative recommendations, including (as required) various types of modeling, site inspections, surveying, value engineering and field data analysis;
- N) Preparation of preliminary project schedules and cost estimates; A construction cost estimate shall be provided consistent with each design development drawing submitted.
- O) Preparation of all required construction documents for the fire stations including schematic design drawings, design development drawings, contract documents, permit documents, and bid documents The DESIGN/BUILD Consultants will furnish to the CITY signed and sealed Plans and Specifications for the project. The Plans and Specifications must be sealed by a Registered Architect and Professional Engineers, as appropriate for the various disciplines, licensed to practice in Florida per the requirements of Chapter 481 or Chapter 471, Florida Statutes. The final conformed Construction Documents will form the basis for the GMP.
- P) Preparation of all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County, and CITY); Permit fees are to be paid by the Contractor and reimbursed by the City under a permit fee allowance..
- Q) Provision of pre-construction services, construction management/administration and full construction services for the complete fire station (and all associated building systems) and for the site development;
- R) Provide project closeout services.

4. The following items are intended to set minimum requirements for various design aspects of the project:

A) **Intent**

The intent of the CITY is to solicit proposals and to issue a contract to a Design-Build team to provide professional services to the CITY for the New Fire Station No. 24 located 2001 NE 10th Street, Pompano Beach, FL 33060.

The CITY wishes for this project to have a lasting impression. It desires to make a new fire station compatible in design and theme with another recently built fire stations within the CITY; Fire Station 11 at 109 North Ocean Boulevard Pompano Beach. Fire Station 11 shall serve as a model for the desired design of the proposed station including floor space allocations, materials, finishes, equipment and architectural theme. The Architectural theme shall be Florida Vernacular Style characterized by wood frame appearance, metal roofs, raised floors, and large porch.

Exhibits attached to this RFP contain potential site plan layouts that were developed solely for the purpose of determining potential FAA impacts and which

are being used to comply with the provisions of Fla. Stat. 287.055 as part of the design criteria package. These site plans may be taken as a guide but they are not intended to convey any City preference for the proposed layout. Proposers shall use their experience and design expertise to propose the site layout that they feel works best for the City.

The new fire station has a preliminary estimated budget of \$3,500,000 including building design, construction activities, and site development. The CITY's preliminary budgets do not include furniture, fixtures, and equipment, however the D/B team will be required to specify these items and a City generated Allowance will be provided in order to purchase them.

The successful proposer will have to coordinate building design activities, site development, and building construction with various CITY Departments.

The CITY is seeking proposals that demonstrate creativity in addressing neighborhood compatibility, street frontage, pedestrian activity, quality design, and quality materials in construction.

Proposers will clearly demonstrate the experience of their team and their background of developing similar projects.

Proposers will present conceptual designs that are financially feasible prior to preparing construction documents.

B) Project Site

The project site for the New Fire Station No. 24 is 2001 NE 10th Street, Pompano Beach, FL 33060. Site and Utility surveys are included as exhibits to this RFP.

C) Team Experience /Minimum Qualifications

The CITY's goal is to hire an experienced and competent team to provide all identified services and successfully complete the project. Proposer must clearly demonstrate this experience in its response to this RFP. The Designer or Builder shall have completed a minimum of one (1) LEED Silver fire station in the last 5 years. In addition, the D/B firm shall have constructed a minimum of 3 fire stations (or projects of similar nature, as determined by the City) in the last 10 years and Designer on the team shall have designed a minimum of 3 fire stations in the last 10 years (or projects of similar nature, as determined by the City). This shall be a pass/fail requirement. Failure to meet this requirement will result in proposal being rejected. D/B firm shall possess a GC license and an Architectural/Engineering license issued by the State of Florida. D/B firm to provide sufficient backup to demonstrate qualifications

D) Financial Capabilities

The CITY's goal is to hire a team with sufficient financial resources to complete the project without delays. Proposer must provide sufficient information to verify

the team contractor has the financial capacity to secure bonding adequate to construct the projects.

Proposers are required to submit a Proposal security made payable to CITY in an amount of \$50,000.00 in the form of a cashier's check or a Proposal (bid) Bond issued on a form and by a surety satisfactory to the City and approved by the City Attorney or Risk Manager.

The Proposal security or Bond of the Successful Proposer will be retained until such Proposer has executed an Agreement and furnished the required contract security (Performance and Payment bonds.) If the Successful Proposer fails to execute and deliver the Agreement and/or furnish the required contract security within twenty-one (21) calendar days after receipt of the contract documents from the CITY, the CITY may annul the contract award and the Proposal security of that Proposer will be forfeited.

Performance and Payment bonds, written on the City's forms, shall be submitted with the executed contract by the Proposer receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award.

E) Project Design/Development Concept/Delivery

- 1) The CITY's desire is to make the new Fire Station No. 24 compatible in design and theme with recently built new fire stations within the CITY.
- 2) The existing Fire Station No. 24 will be demolished and the existing site prepared for new construction. The successful construction management plan will allow for the establishment and accommodation of temporary and portable gender-friendly dormitories and offices for firefighters during construction (indicate as **Alternate Proposal Item #1**). The Fire Services department is requiring temporary operations facilities to house a minimum of seven (7) individuals. Proposer shall plan covered parking space and related ingress/egress with suitable weight loading surfaces for a minimum of three (3) vehicles (engine truck, rescue truck and battalion chief's vehicle) and related apparatus. The temporary facility shall be fenced for security control.
- 3) For Fire Station #24, the design and construction of building and site will be in accordance with FAA airspace requirements of the adjacent airpark. The CITY has commissioned a FAA Airspace Study Checklist. The selected Design-Build Services Provider will work in partnership with the CITY's FAA Consultant in creating a site plan and building plan in accordance with the FAA Airspace Study Checklist, submit a final facility design for approval by the FAA, and achieve an approved final design.
- 4) For Fire Station #24, the redevelopment will be subject to Pompano Beach Air Park (PMP) airspace obstruction limitations. The Air Park is a public use general aviation airport with three active runways. The Federal Aviation Administration (FAA) issues guidance for the safe, efficient use and preservation of navigable airspace under Federal Regulations Part 77.
- 5) For Fire Station #24, due to the proximity of the project to the Air Park a Notice of Proposed Construction or Alteration, Form 7460-1, will be

required to be submitted once the site plan and building elevations are finalized. The CITY will not issue a formal site plan approval until the FAA Issues a Notice of No Hazzard for the proposed improvements. The developing team should allow up to 90 days for FAA review and approval once the information is submitted.

- 6) For the new fire station, variances for right-of-way setbacks may be required from the CITY's Development Services Dept. The D/B firm shall include costs and time for this process.
- 7) In order to provide guidance for the development of Fire Station No 24, the included exhibits reflect anticipated maximum building heights at the property boundaries. Every effort should be made to remain below these elevations with considerations for antennae, equipment parapets, flagpoles and other potential obstructions taken into consideration.
- 8) Compliance with all state and local codes, laws and ordinances, including but not limited to the CITY, OSHA, Federal and State ADA Standards for Accessible Design, Broward County Building Department, and the Florida Building Code, including the latest amendments to these codes is mandatory.
- 9) The project will be subject to all City Codes, including the Land Use Code, and must meet all applicable requirements from the CITY's Engineering Department, Parking, Fire, Police, Building Department, etc.. The project will be subject to the Site Plan Approval Process through the City Development Services Department that includes approvals from the Development Review Committee (DRC), Planning and Zoning (P&Z), and Architectural Advisory Committee (AAC)
- 10) Project design shall include at a minimum a sufficient number of Leadership in Energy and Environmental Design (LEED) elements to ensure LEED Silver certification. The applicant is encouraged to propose a design that includes such elements as solar powered panels to reduce dependency on electricity, recyclable products, etc.
- 11) These are time sensitive project. The firm must be able to deliver the Fire Station and site in a timely fashion and as required by the CITY. The proposed schedule for this project is anticipated to be 18 months including Design Permitting and Construction (GMP preparation and negotiation excluded). The Design Build teams shall indicate their proposed schedule and any major milestones for successful project completion as part of their proposal. The City's current milestone-level planning schedule is provided in Exhibit J-15. The Contractor proposed schedule will be the basis of evaluation and will set the baseline for the Contractual obligation that will be subject to liquidated damages.
- 12) The CITY will impose liquidated damages of \$1,000.00 per day for failure to deliver on time, except when delays are not directly caused by the firm's negligence or lack of planning.
- 13) Platting with the County will be required for the site and the successful Design Build Services Team will be required to assist with the process. The CITY is handling the platting and D/B will only be required to help coordinate to avoid scheduling issues. The D/B teams will be required to accommodate any delays to the project schedule that may be caused by the platting process without additional costs to the City. Likewise, any delays caused by the platting process will not be subjected to liquidated damages.

- 14) The fire station will have designated construction project management and field supervision personnel assigned exclusively to this project.
- 15) The project shall be equipped with a standby generator with an automatic transfer switch. The generator shall be sized to run the full facility load under emergency operations. The generator shall be diesel with a standby tank to provide power for a minimum of 96 hours before fuel resupply is required. An option for natural gas will be considered as an alternate. The generator shall be housed within an enclosed structure that is either contiguous with the main building or stand-alone. The structure shall be enclosed with walls and a roof of similar design to the main building and shall be hardened against wind load for emergency facilities.
- 16) The buildings shall be designed for structural upgrades in accordance with a Risk Category IV building for a wind speed designated by the FBC Section 1620.2 for Broward County.
- 17) The minimum building floor elevation shall be set 2' above the base flood elevation in accordance to the Florida Building Code provisions for emergency facilities. Base Flood shall be in accordance with updated FIRM maps and Broward County requirements. Project shall be designed in North American Vertical Datum 1998 (NAVD88).
- 18) Civil design for the project shall be performed in accordance with City standards regarding paving, grading, drainage, signing, marking and utilities.
- 19) Reinforced concrete pavement shall be utilized for a minimum of 50' outward from the building face at the front and rear doors to the apparatus bay. Reinforced concrete shall be a minimum of 6" thick on 12" of compacted subgrade and shall be reinforced for the for the apparatus loads.
- 20) Other paved areas shall be a minimum of 2" of asphalt on 8" of limerock. Asphalt shall meet FDOT standards for SP9.5 or approved equal.
- 21) The project shall include a flag pole with uplighting.
- 22) The project shall include a monument sign similar to the City standard utilized at Fire Station 11. The sign shall be externally lit on a phot cell.
- 23) The project shall have a dumpster enclosure in accordance with City standards. The dumpster enclosure shall include a minimum 6" reinforced concrete pad that extends at least 8' from the face of the enclosure.
- 24) Bollards shall be provided at the entry points to the apparatus bay and dumpster enclosure as well as any other structure that could be struck by vehicular movement.
- 25) The proposed site will require a total of 25 parking spaces configured in such a way that 20 are set aside for staff within a secured fenced perimeter. The remaining 5 shall be arranged for visitors including one handicap parking space.
- 26) The site shall be fenced with the staff parking and private side of the building enclosed within secure perimeter. The public entrance and public parking shall be accessible from the street. Fencing shall be 6' aluminum picket estate style fencing with a remote controlled operating rolling gate for access
- 27) **Alternate Proposal Item #2**: Emergency Traffic Signal: Provision of mast arms and electronic signalization, material, equipment and labor in

the roadway immediately in front of the driveway exit from Fire Station #24. References to Emergency Traffic Signal should be clearly marked "**Alternate Proposal Item #2**" with cost broken out separately on proposal documents.

5. **Design Build Process**

The City is employing a Single-step design build competitive proposal selection process to retain a Design-Build firm to perform the work. The City has procured a design criteria package as required by Fla. Stat. 287.055. Such documents and requirements are included herein and also attached as exhibits.

Responses will be evaluated based on the scoring criteria provided in this document.

6. **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. Please indicate in your response if your firm is a certified Small Business Enterprise.

The City has set a 10% 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.

7. **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: http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr

The City has set a 10% 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.

8. **Required Proposal Submittal**

Submission/Format Requirements

Submit one (1) original unbound and six (6) bound copies of the proposal. All copies will be on 8 ½" 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.

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 Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Understanding of the Project:

Written understanding of the project needs and how your team intends to apply this information to the benefit of the City, the Master Development, and the community. (Maximum 10 pages, 8.5" x 11", single sided).

Coordination:

Describe ability to coordinate and successfully complete the required building design by the team (maximum 3 pages, 8.5" x 11" single sided).

Unique Capabilities:

Identify any additional or unique resources, options, capabilities or assets which the Proposer would bring to this project.

Technical Approach:

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls. Submittal shall include Preliminary Plans (Site Plan, Building Plans) and Renderings for Site Plan and Building Elevations. The Submittal shall further include product information, LEED Scoresheet and technical specifications suitable to adequately describe the proposed project.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff. Costs shall be comprehensive in order to deliver this turnkey project and include all material, labor, services, fees and other incidentals required to complete the Design-Build for the replacement of Fire Station #24 in its entirety, consistent with the enclosed Design Criteria package and all federal, state and local requirements.

Proposer shall itemize all costs to complete all and necessary tasks as described herein. Costs associated with travel as well as miscellaneous expenses should be adequately described.

At minimum, Contractors shall structure their proposal costs into the following general headings (additional headings for items that do not fit into those listed below shall be added with sufficient detail in order to clearly understand the nature of the costs):

Architectural & Engineering Design Costs
Construction Costs (breakdown by major equipment discipline and work activity is desired)

Total Design-Build Project Cost

Allowance #1: Permitting Fee Allowance (\$10,000)

Allowance #2: Furniture, Fittings and Equipment (\$100,000). Contractor specified and purchased thru a City Allowance

Alternate Bid #1: Temporary Fire Station Operations Facility

Alternate Bid Item #2: Emergency Traffic Signal

The City reserves the right to declare any Proposer as “non-responsive” in the event of cost presentations that do not fully disclose all anticipated project costs or in cases where the numerical totals are not correct or sufficiently transparent.

Schedule:

Proposer shall provide a detailed timeline that highlights proposed tasks that will meet all applicable deadlines and milestones.

Licensure:

Provide copy of applicable license(s) for team member(s). Prime Contractor shall provide a Copy of the State of Florida General Contractors License. Design team to provide licenses for Architecture and Engineering Disciplines

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 the project, 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:

Brief corporate background and explanation of qualifications for this particular type of project as related to key members of the team. Describe experience as a fire station designer and fire station builder. 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. (Maximum 5 pages, 8.5” x 11” single sided). Highlight any projects in which both the Designer and the Prime Contractor have worked together to successfully deliver D/B projects and the total dollar value of said projects.

Resumes of Key Personnel:

Provide resumes for key project team members listing their location and role on this project and their associated fire station experience within the last 5 years (maximum 2 pages per individual 8.5 x 11 single sided.)

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

Bonding Capacity:

Letter from the surety company that would issue Performance and Payment bonds for the Contractor included on your team, providing information on the Contractor's bonding capacity.

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.

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. Eligible Small Business Enterprises shall be as defined under Federal, State and County programs

Local Businesses:

Completed Local Business program forms, Exhibits E-H, if applicable.

Acknowledgement of all Addenda issued.

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

9. 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/\$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	Consultant must show proof they have this coverage.		
EXCESS LIABILITY			
XX umbrella form	bodily injury and property damage		
— other than umbrella	combined	\$2,000,000.	\$2,000,000.
XX PROFESSIONAL LIABILITY		\$2,000,000.	
* Policy to be written on a claims made basis			

- (3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
- 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.

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. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

10. 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.

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
A.	Qualifications	0-40
B.	Project understanding	0-20
C.	Scheduling	0-5
D.	Capability of the team to perform	0-20
E.	Cost Proposal	0-15
	Total	0-100

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 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. **Contract shall be prepared by the City of Pompano Beach City Attorney in substantially the same form as provided in Exhibit J-14 attached to this RFP.** The City reserves the right to make further revision to the contract language prior to execution of the final Contract.

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.

18. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, 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.

19. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

20. Termination

The contract resulting from this RFP 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 RFP 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.

21. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP 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.

22. 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.

23. RFP 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.

24. 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. 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.

l. 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.

25. Questions and Communication

All questions regarding the RFP 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.

26. 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.

27. WASTE REMOVAL SERVICES

The City has contracted with Waste Management Inc. of Florida for residential and commercial solid waste collection and disposal services. The City has granted to Waste Management Inc. of Florida the sole and exclusive right, franchise, license and privilege to provide non-hazardous solid waste collection, removal and disposal services within the corporate limits of the City, including collection and removal of certain Construction and Demolition Debris. The successful Contractor shall coordinate with Waste Management Inc. of Florida the level and type of service to be provided and the manner of collection charges. Any Contractor or Subcontractor performing construction work within the City of Pompano Beach must use the City's franchised hauler for garbage removal services including removal of Construction and Demolition debris generated over 10 cubic yards, with the exception of Source Separated Recovered Materials as defined in section 403.703(24), Florida Statutes and Chapter 96 of the City Ordinance. The City's current franchised hauler is Waste Management Inc. of Florida. Please contact them directly for dumpsters and/or rolloffs at the following address and phone number: Waste Management Inc. of Florida, 2700 Wiles Road Pompano Beach, FL 33073, (954) 974-7500.

PROPOSAL SIGNATURE PAGE
RFP E-38-16, DESIGN BUILD SERVICES FOR CONSTRUCTION OF FIRE STATION NO. 24
(REBID)

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. _____

Email Address _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

Authorized Signature Print Name and Title: _____

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RFP 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 Percentage of Work</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

RFP 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

RFP # _____

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

RFP# _____

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 percentage of work.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RFP # _____

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

RFP # _____

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 percentage of work.

_____	_____
_____	_____
_____	_____

8. Other comments: _____

EXHIBIT J

RFP E-38-16 DESIGN BUILD SERVICES FOR FIRE STATION NO. 24
PROJECT SPECIFIC EXHIBITS

1. Site Plan Alternate No. 1, prepared by Kimley-Horn and Associates, Inc., dated 5/27/15.
2. Air Space Study Plan Alternate No. 1, prepared by Kimley-Horn and Associates, Inc., dated 5/26/15.
3. Site Plan Alternate No. 1, prepared by Kimley-Horn and Associates, Inc., dated 5/27/15.
4. Air Space Study Plan Alternate No. 2, prepared by Kimley-Horn and Associates, Inc., dated 7/10/15.
5. Site Plan Aerial Alternate No. 2, prepared by Kimley-Horn and Associates, Inc., dated 5/27/15.
6. Boundary, Topographic, and Tree Survey prepared by AWN Design and Consulting Group., Surveyors & Mappers, dated 04/10/15.
7. Utilities Exhibit EX 101, Underground Utilities Survey prepared by Keith and Associates Consulting Engineers, dated 10/13/2015.
8. Fire Station 24 Utilities, Utilities Location Map prepared by City of Pompano Beach Engineering.
9. Information Technologies Specifications for Data & Telecommunications CAT5 Wiring/Security Access Control prepared by the City of Pompano Beach, revised 07/22/15.
10. Asbestos Containing Materials Survey prepared by Universal Engineering Services, dated 03/04/14.
11. Lead Based Paint Survey prepared by Universal Engineering Services, dated 03/04/14.
12. Limited Indoor Quality Assessment prepared by Universal Engineering Services, dated 03/04/14.
13. Outline Building Program for Fire Station 24
14. Sample Contract (Sample only. Final contract will be agreed to in substantially the same form as provided for in this exhibit)
15. City Design Build Conceptual Schedule

Meeting Date: 06/14/16

Agenda Item 3

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to piggyback Broward County Contract #Y1284708B1 for the replacement of the boat ramp along SW 36th Avenue, for the Engineering Department, by Shenandoah General Construction Co., at a total cost of \$70,580.00.

Summary of Purpose and Why:

The Engineering Department requests approval to piggyback Broward County Contract #Y1284708B1, for the replacement of a boat ramp along SW 36th Avenue, by the awarded bidder, Shenandoah General Construction Co. The existing boat ramp will have to be removed in order to construct the new sidewalk and extend the bridge culvert. Broward County Contract #Y1284708B1: Clean, Inspect and Repair Drainage Facilities, which is valid through January 26, 2017, is based on a competitive solicitation, and the City Code allows us to piggyback a contract of this type. The total cost of replacing the boat ramp is \$70,580.00. City Commission approval of this action is requested. The recommended company is a Local Pompano Beach Business.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Horacio Danovich, CIP Manager/Anthony Alhashemi 954 786-7834/
Project Manager I 786-4029
- (3) Expiration of contract, if applicable: see above
- (4) Fiscal impact and source of funding: \$70,580.00 from budgeted funds in account
302-7503-589.65-12/Capital Project Fund/CIP 14-225/Sidewalks SW 36 Ave.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>6/6/16</u>	<u>APPROVE</u>	<u>[Signature]</u>
General Services	<u>6/3/16</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>6/6/16</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>6/6/16</u>		<u>[Signature]</u>

[Signature]
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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

MEMORANDUM

Purchasing #16-080
June 3, 2016

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director *OT*

From: Jeff English, Purchasing Agent *JE*

Subject: Approval to Piggyback Broward County #Y1284708B1: Clean, Inspect and Repair Drainage Facilities

The Engineering Department recommends the City issue a Purchase Order to Shenandoah General Construction Co., to install a replacement boat ramp in the canal along SW 36th Avenue. The existing boat ramp will have to be removed in order to construct the new sidewalk and extend the bridge culvert.

Shenandoah General Construction Co. was awarded Broward County Contract #Y1284708B1: Clean, Inspect and Repair Drainage Facilities. This contract is valid through January 26, 2017. The agreement is based on a competitive solicitation, and the City Code allows us to piggyback a contract of this type. Shenandoah General Construction Co. has quoted the City in accordance with the Broward County contract. The boat ramp replacement will be purchased from account 302-7503-589.65-12/Capital Project Fund/CIP 14-225/Sidewalks SW 36 Ave. Total cost is \$70,580.00.

It is recommended that the Commission approve the furnish and installation of the replacement boat ramp by Shenandoah General Construction Co., per Broward County Contract # Y1284708B1. Please see attached copies of the memorandum from the Engineering department, vendor's quotation, and applicable Broward County contract information. The recommended company is a local Pompano Beach business.

/je
enclosures

cc: file



Phone: (954) 786-4061

**City of Pompano Beach
Engineering Department**

Fax: (954) 786-4028

MEMORANDUM NO. 16-94

DATE: June 1st, 2016

TO: Otis Thomas, Jeff English

FROM: Anthony Alhashemi, Project Manager I

SUBJECT: Request for Resolution – Shenandoah General Construction Co.
Installation of New Boat Ramp for Canal Access

Background:

The existing boat ramp a long SW 36th Ave is currently owned and maintained by Broward County for canal access. The existing boat ramp will have to be removed in order to construct the new sidewalk and extend the bridge culvert. It has been agreed that the City will install a new boat ramp for the same canal along Cypress Blvd. The proposed scope of work will include but not be limited to installing a new pre-cast boat ramp along with bedding and rip rap, placement of turbidity barrier, removing and installing new guardrails, installing new bollards, removing and installing new concrete curbs ,removal and replacement of asphalt sidewalks and sod.

Recommendation:

The City would like to utilize the Broward County-Clean, Inspect and Repair Drainage Facilities Contract (Contract No. Y1284708B1) with Shenandoah General Construction Co. in order to procure these services. Shenandoah Construction has installed multiple boat ramps with the same scope for Broward County. Utilizing this delivery method also eliminates the need to use City resources and time. This method will help to eliminate the potential on not meeting critical deadlines for SW 36th Ave sidewalk federal grant reimbursements.

If you have any questions I can be reached at Ext: 4029

SHENANDOAH

CONSTRUCTION

1888 N.W. 22nd Street • Pompano Beach, FL 33069
(954) 975-0098 Fax: (954) 975-9718

Page 1 of 1

DATE: May 31, 2016

PROPOSAL #P2480

SUBMITTED TO: Pompano Beach Engineering, City of

STREET: 1201 NE 5th Ave

CITY, STATE & ZIP: Pompano Beach, FL 33069

PHONE: (954)786-5512

FAX:

EMAIL: anthony.alhashemi@copbfl.com

JOB NAME: SW 36th Ave Boat Ramp

ATTENTION: Anthony Alhashemi

We propose to furnish a crew and all necessary equipment to install boat ramp and modifications as per provided plan by Shenandoah. Actual boat ramp provided using Broward County's boat ramp standard, at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

18 Construction Forman	(at \$55.00 Per Hour)	60 hour(s)	\$3,300.00
19 Laborer	(at \$35.00 Per Hour)	120 hour(s)	\$4,200.00
21 Backhoe Loader	(at \$95.00 Per Hour)	60 hour(s)	\$5,700.00
34 Long Stick	(at \$130.00 Per Hour)	40 hour(s)	\$5,200.00
39 Tubidity Barrier	(at \$8.00 LF)	150 LF	\$1,200.00
40 Bedding Stone	(at \$35.00 Per Ton)	30 Ton(s)	\$1,050.00
46 Sod	(at \$6.00 Per Sq Yd)	120 Sq Yd(s)	\$720.00
58 Specialized Sub Contractor (Guard Rail & Asphalt)	(at \$14,000.00 Fixed Cost)	1 Fixed	\$14,000.00
55 Parts & Material (Precast slab, concete, misc. mat.)	(at \$5,200.00 Fixed Cost)	1 Fixed	\$5,200.00
Permit Allowance	(at \$5,000.00 LS)	1 LS	\$5,000.00
Utilities Allowance	(at \$10,000.00 LS)	1 LS	\$10,000.00
Owners Contingency	(at \$15,000.00 LS)	1 LS	\$15,000.00
Indemnification	(at \$10.00 LS)	1 LS	\$10.00

Estimated Total:

\$70,580.00

This proposal offers the piggyback of our current Broward County Contract Y1284708B1

SIGNATURE:



SHENANDOAH GENERAL CONSTRUCTION CO.
Danny DiMura

TITLE
Estimator

DATE
05/31/2016

FOLDER # 1284708

Initial Award Authority / Agenda Item -> 29

Award Amt-> 1,033,000.00

Lead Agency Contact (Contact Unit Mgr if Incorrect)

Ellie O'Connell Phone - 954-831-0935

Initial Award Date -> 01/27/15

Award # 29

MA ID #	Document Description	Current Status ->	MA Start Date	MA End Date	Not to Exceed	Amount Ordered	Unit	eoconnell@broward.org
Y1284708B1	Clean, Inspect and Repair Drainage Facilities		01/27/15	01/26/17	\$2,066,000.00	\$776,038.28	Y	

Vend #-AddrID-ContactID	Legal Name	Vendor Contact Name	Vendor Contact Email	Vendor Ph #	Mobile / Pager #	Emergency/Pager #
1-VC0000022646-ADDR00-CONT00	SHENANDOAH GENERAL CONSTRUCTION CO	DANIEL DIMURA	MARGARET.LARY@SHENANDOAHCONSTRUCTION.COM	954-975-0098	954-868-6003	

CC #	Commodity	Commodity Specs	Line Type	Qty	Unit(M A Table)	Unit Price	Svc Amt	Amount Ordered	Amount Paid
1.	91368	Desilt 12 inch Pipe per FDOT Index 430-94	Item	0.	FT	0.7500	\$0.00	\$42.00	\$42.00
2.	91368	Desilt 15 inch Pipe per FDOT Index 430-94	Item	0.	FT	0.7500	\$0.00	\$570.00	\$570.00
3.	91368	Desilt 18 inch Pipe per FDOT Index 430-94	Item	0.	FT	1.0000	\$0.00	\$1,554.00	\$1,554.00
4.	91368	Desilt 21 inch Pipe per FDOT Index 430-94	Item	0.	FT	1.0000	\$0.00		
5.	91368	Desilt 24 inch Pipe per FDOT Index 430-94	Item	0.	FT	1.5000	\$0.00	\$252.00	\$252.00
6.	91368	Desilt 27 inch Pipe per FDOT Index 430-94	Item	0.	FT	2.5000	\$0.00		
7.	91368	Desilt 30 inch Pipe per FDOT Index 430-94	Item	0.	FT	2.5000	\$0.00		
8.	91368	Desilt 33 inch Pipe per FDOT Index 430-94	Item	0.	FT	3.0000	\$0.00		
9.	91368	Pipe Inspection and report 12 inch, FDOT Index 430-4.8	Item	0.	FT	2.0000	\$0.00	\$1,632.00	\$1,632.00
10.	91368	Pipe Inspection and report 15 inch, FDOT Index 430-4.8	Item	0.	FT	2.0000	\$0.00	0	0
11.	91368	Pipe Inspection and report 18 inch, FDOT Index 430-4.8	Item	0.	FT	2.5000	\$0.00	\$3,885.00	\$3,885.00
12.	91368	Pipe Inspection and report 21 inch, FDOT Index 430-4.8	Item	0.	FT	2.5000	\$0.00		
13.	91368	Pipe Inspection and report 24 inch, FDOT Index 430-4.8	Item	0.	FT	3.5000	\$0.00	\$803.25	\$803.25
14.	91368	Pipe Inspection and report 27 inch, FDOT Index 430-4.8	Item	0.	FT	3.0000	\$0.00		
15.	91368	Pipe Inspection and report 30 inch, FDOT Index 430-4.8	Item	0.	FT	3.0000	\$0.00		
16.	91368	Pipe Inspection and report 33 inch, FDOT Index 430-4.8	Item	0.	FT	3.0000	\$0.00		
17.	91368	EMERGENCY MOBILIZATION/DEMOBILIZATION	Item	0.	EA	500.0000	\$0.00	\$2,500.00	\$2,500.00
18.	91368	FOREPERSON	Item	0.	HR	55.0000	\$0.00	\$82,747.50	\$77,055.00
19.	91368	LABORER	Item	0.	HR	35.0000	\$0.00	\$59,167.50	\$56,927.50
20.	91368	WHEEL LOADER, CAT 926 OR EQUAL	Item	0.	HR	75.0000	\$0.00		
21.	91368	BACKHOE LOADER, CAT 416 OR EQUAL	Item	0.	HR	95.0000	\$0.00	\$57,760.00	\$54,957.50
22.	91368	VIBRATORY PLATE COMPACTOR WACKER VPR 1740	Item	0.	HR	15.0000	\$0.00	\$1,357.50	\$1,222.50
23.	91368	100 C.F.M. AIR COMPRESSOR W/HAMMER	Item	0.	HR	30.0000	\$0.00	\$2,415.00	\$2,055.00
24.	91368	4 inch Hydraulic Pump (with 400 feet of Discharge Hose)	Item	0.	HR	35.0000	\$0.00	\$1,522.50	\$1,522.50
25.	91368	6 inch Hydraulic Pump (with 400 feet of Discharge Hose)	Item	0.	HR	50.0000	\$0.00	\$2,700.00	\$2,125.00
26.	91368	Tempory Sheet Pile, FDOT Pay Item 455-133-2	Item	0.	SF	15.0000	\$0.00		
27.	91368	Trench Box, minimum dimensions 10 ft x16 ft, with 4 inch walls	Item	0.	EA	600.0000	\$0.00		
28.	91368	WELL POINT EQUIPMENT DEPLOYMENT WITH 6 inch PUMP FOR UP TO 150 WELL POINT WITH PUMP AND JETTING EQUIPMENT	Item	0.	HR	75.0000	\$0.00	\$91,800.00	\$91,800.00
29.	91368	DUMP TRUCK (Min. Bed Capacity 17 CY)	Item	0.	HR	50.0000	\$0.00	\$3,375.00	\$3,375.00
30.	91368	GRADALL MODEL XL 4100, OR EQUAL	Item	0.	HR	125.0000	\$0.00		
31.	91368	HYDRAULIC ROUGH TERRAIN CRANE, LINK BELT HSP8015 OR EQUAL	Item	0.	HR	200.0000	\$0.00	\$21,500.00	\$21,500.00
32.	91368	Mini Excavator , BOBCAT E35I or equal	Item	0.	HR	50.0000	\$0.00		
33.	91368	SKID STEER LOADER, Bobcat 751 OR EQUAL	Item	0.	HR	40.0000	\$0.00		

34.	91368	LONG STICK EXCAVATOR, CAT 325 OR EQUAL	Item	0.	HR	130.0000	\$0.00	\$26,975.00	\$26,975.00	
35.	91368	VACUUM TRUCK, Vacon 3200 OR EQUAL	Item	0.	HR	165.0000	\$0.00	\$62,370.00	\$61,710.00	
36.	91368	Floating construction platform with Bobcat E35i or equal	Item	0.	HR	245.0000	\$0.00	\$68,600.00	\$66,027.50	
37.	91368	Floating Stoarge Platform with Minimum 4 CU. YD. Capacity	Item	0.	HR	140.0000	\$0.00	0	0	
38.	91368	Track-type Dozer, Cat D3K OR EQUAL	Item	0.	HR	75.0000	\$0.00			
39.	91368	Turbidity Barrier, FDOT 104-11	Item	0.	LF	8.0000	\$0.00	\$5,600.00	\$5,600.00	
40.	91368	Bedding Stone, FDOT 530-74	Item	0.	TON	35.0000	\$0.00	\$5,997.95	\$5,997.95	
41.	91368	Sand Fill, FDOT Index 142-70	Item	0.	CY	20.0000	\$0.00	0	0	
42.	91368	Ditch Rubble, FDOT Index 530-3-3	Item	0.	TON	75.0000	\$0.00	\$22,201.50	\$22,201.50	
43.	91368	Riprap, FDOT Index 530-1	Item	0.	CY	340.0000	\$0.00	\$6,630.00	\$6,630.00	
44.	91368	Fabric Formed Concrete Riprap, FDOT Item 547-70-1	Item	0.	SY	70.0000	\$0.00			
45.	91368	Furnish and Install Concrete Endwall Class II Concrete , FDOT Index 400-2-2	Item	0.	CY	1000.0000	\$0.00	0	0	
46.	91368	Provide and install sod, FDOT Index 570-1	Item	0.	SY	6.0000	\$0.00	\$36,966.00	\$36,966.00	
47.	91368	6 ft long x 3 ft wide x 3 ft high PVC coated Gabions	Item	0.	EA	900.0000	\$0.00	0	0	
48.	91368	12 ft long x 6ft wide x 9 in high PVC coated Mattress	Item	0.	EA	1000.0000	\$0.00			
49.	91368	Diving Crew	Item	0.	HR	250.0000	\$0.00	\$83,250.00	\$74,125.00	
50.	91368	Furnish and Install 2.0 ft Radius Sediment Containment tube	Item	0.	LF	45.0000	\$0.00			
51.	91368	Furnish and Install 2.5 ft Radius Sediment Containment tube	Item	0.	LF	55.0000	\$0.00			
52.	91368	Furnish and Install 3.0 ft Radius Sediment Containment tube	Item	0.	LF	100.0000	\$0.00			
53.	91368	Furnish and Install 3.5 ft Radius Sediment Containment tube	Item	0.	LF	100.0000	\$0.00			
54.	91368	Trash Pump, Wacker PT3 OR EQUAL	Item	0.	HR	25.0000	\$0.00			
55.	91368	Parts and Materials - PASS-THRU ALLOWANCE	Svc	0.		0.0000	\$117,000.00	\$63,814.33	\$63,814.33	
56.	91368	Permits/Fess - PASS-THRU ALLOWANCE	Svc	0.		0.0000	\$28,000.00	\$8,442.01	\$8,442.01	
57.	91368	Specialized Equipment - PASS-THRU ALLOWANCE	Svc	0.		0.0000	\$0.00			
58.	91368	Specialized Sub-contractor Activities - PASS-THRU ALLOWANCE	Svc	0.		0.0000	\$80,000.00	\$49,608.24	\$49,608.24	
Vendor Total									\$776,038.28	\$751,875.78

Departmental Usage	# of DO's	Amount Ordered	Amount Paid
126 - Public Works - Water And Wastewater	49.	772,023.03	747,860.53
400 - Aviation	1.	4,015.25	4,015.25
Department Totals	50.	776,038.28	751,875.78

Renewals				
Ln #	Length	Unit	Starts	Expires
1.	1	Years	01/27/16	01/26/17
2.	1	Years	01/27/17	01/26/18



Broward County Commission Regular Meeting

29.

Meeting Date: 01/27/2015

Director's Name: Robert Miracle

Department: Finance & Administrative Services Division: Purchasing

Information

Requested Action

MOTION TO AWARD open-end contract to single bidder, Shenandoah General Construction Company, for Clean, Inspect and Repair Drainage Facilities, Bid No. Y1284708B1, for Water and Wastewater Services and various County agencies, in the estimated annual amount of \$908,000, plus allowance items in the annual amount of \$125,000, for an estimated total annual amount of \$1,033,000 and authorize the Director of Purchasing to renew the contract for two one-year periods for a three-year potential estimated amount of \$3,099,000. The initial contract period begins on the date of award and terminates one year from that date, contingent upon the receipt and approval of performance and payment guaranty.

ACTION: (T-10:15 AM) Approved.

VOTE: 8-0. Mayor Ryan was not present at the time of the vote.

Why Action is Necessary

In accordance with the Broward County Procurement Code, Section 21.31.a.4, the Board is required to approve all purchases exceeding \$250,000 per annum or \$400,000 in a multi-year period.

What Action Accomplishes

Provides cleaning, inspections and repairs of the County's culverts, rehabilitation and/or replacement of surface water control gates/mechanisms, and restoration of canals and ancillary facilities.

Is this Action Goal Related

Previous Action Taken

None

Summary Explanation/Background

THE PURCHASING DIVISION AND THE PUBLIC WORKS DEPARTMENT/WATER AND WASTEWATER SERVICES RECOMMEND APPROVAL OF THE ABOVE MOTION.

The Office of Economic and Small Business Development (OESBD) established a County Business Enterprise (CBE) goal of 23% for this contract. Shenandoah General Construction Company committed to 23% CBE participation, which has been reviewed and approved by the OESBD (Exhibit 2).

The purpose of this contract is to provide cleaning, inspections and repair of Broward County drainage culverts, canals and ancillary facilities. The work includes, but is not limited to, restoration and maintenance of canals within the Cocomar Water Control District, Water Control Districts 2, 3 and 4 and other areas managed by the County, as well as cleaning and inspection of Broward County stormwater infrastructure.

The allowances incorporated in this contract, in the annual not-to-exceed amount of \$125,000, include \$50,000 for miscellaneous parts and materials, \$10,000 for permits and fees, \$35,000 for specialized equipment rental and \$30,000 for specialized sub-contractor activities. Expenditures under these allowance items must be approved by the Contract Administrator and will be reimbursed at the contractor's actual incurred cost, without mark-up (Exhibit 1: Lines 55 through 58).

This solicitation was issued through Bid Sync, our on-line bidding system, which notified 1,136 Bidders and 40 of them viewed the solicitation documents. The purchasing agent has researched the prices submitted by the single bidder,

Bid Y1284708B1 Clean, Inspect and Repair Drainage Facilities

Bid Number **Y1284708B1**
Bid Title **Clean, Inspect and Repair Drainage Facilities**

Bid Start Date **Oct 16, 2014 4:32:04 PM EDT**
Bid End Date **Nov 5, 2014 2:00:00 PM EST**
Question & Answer End Date **Oct 28, 2014 5:00:00 PM EDT**

Bid Contact **Marie Williams**
954-357-5856
mariwilliams@broward.org

Contract Duration **1 year**
Contract Renewal **2 annual renewals**
Prices Good for **120 days**
Pre-Bid Conference **Oct 23, 2014 3:00:00 PM EDT**
Attendance is optional
Location: Broward County Water and Wastewater Services Complex
Building 2, Training Room, 1st Floor, 2555 West Copans Road,
Pompano Beach, FL 33069
Attendance at the Pre-bid Conference is highly encouraged and recommended as a source of information but is not mandatory. This information session presents an opportunity for bidders to clarify any concerns regarding the bid requirements. The bidder is cautioned that, although the site 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.
A Pre-bid Job Site Visit will not be conducted for this project.
If you require any auxiliary aids for communication, please call 357-6066 so that arrangements can be made in advance.

Bid Comments **Scope of Work:** Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals to **Clean, Inspect and Repair Drainage Facilities**. This contract shall include the following services: cleaning, inspecting and repair of Broward County drainage culverts, canals and ancillary facilities.

Goal Participation:
This solicitation is reserved for Broward County certified County Business Enterprises. Refer to the Office of Economic and Small Business Development Requirements section for additional information.

This is a **Living Wage Service Contract** – Refer to Living Wage Ordinance Requirements section for additional information.

County/State License Requirements: In order to be considered a responsive and responsible Vendor for the scope of work set forth in this solicitation, the Vendor must possess a specified license at the time of submittal (refer to Special Instructions for requirements).

Bid Guaranty: Each submittal shall be accompanied by a bid guaranty in an amount equal to five percent (5%) of the bid amount (refer to Bid Guaranty, Performance and Payment Guaranties, and Qualifications fo Surety Requirements).

Allowances: Any reference to "allowances" for such items as unforeseen requirements, parts, 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 (refer to Special Instructions to Vendors and Specifications and Requirements).

Questions and Answers: The County is not obligated to respond to any questions received after the listed deadline. Vendors should submit questions through the Question and Answer Section (available in BidSync).

Added on Oct 17, 2014:
Words in ~~strikethrough~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text. Bid Comments have been revised as follows:

Jeffrey English

From: Williams, Marie <MARIWILLIAMS@broward.org>
Sent: Wednesday, June 01, 2016 1:15 PM
To: Jeffrey English
Subject: RE: Authorization to Piggyback Y1284708B1

Good afternoon,

In response to your below request, the City of Pompano Beach may utilize the subject contract if the Contractor is in agreement. Thereafter, coordinate your needs directly with them.

Please be advised that each governmental unit which avails itself of a Broward County 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 Contractor. 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 Contractor.

Please let me know if I can assist you further.

Regards,



Marie Williams, CPPB
Purchasing Agent, Senior
Broward County Purchasing Division
115 S. Andrews Ave. Suite 212, Fort Lauderdale, FL 33301
Phone: 954-357-5856 Fax: 954-357-6823
www.broward.org/purchasing

Customer Care is my priority. How am I doing? Please contact my Manager, Martha Perez-Garviso, at MPERZGARVISO@broward.org with feedback.

From: Jeffrey English [<mailto:Jeffrey.English@copbfl.com>]
Sent: Wednesday, June 01, 2016 12:52 PM
To: Williams, Marie <MARIWILLIAMS@broward.org>
Subject: Authorization to Piggyback Y1284708B1

Hi Marie,
Per my voicemail, the City of Pompano Beach hopes to piggyback your Bid Y1284708B1, and use Shenandoah Construction. Your reply can serve as authorization to piggyback.
Thanks in advance,

Jeff English
City of Pompano Beach



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

TRANSMITTED VIA EMAIL

February 5, 2015

Shenandoah General Construction Company
1888 NW 22 Street
Pompano Beach, FL 33069
Email: Margaret.Lary@shenandoahconstruction.com

RE: Solicitation No. Y1284708B1 - Clean, Inspect and Repair Drainage Facilities

Dear Mr. Daniel DiMura,

This is to confirm that the Board of County Commissioners at its meeting held on January 27, 2015 under Agenda Item No. 29, has accepted your solicitation response on the subject solicitation.

A Bid tabulation of all Bids/Proposals received is enclosed, with item(s) awarded to your firm indicated.

The Contract is in effect for the period beginning January 27, 2015 and ending January 26, 2016. Purchase Order(s) will be placed by Using Agencies as and when required.

A copy of this Notice, with a copy of your Bid/Proposal, including all terms and conditions, is being provided to the Lead Using Agency.

Thank you for your interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director
Purchasing Division

**MARIE
WILLIAMS**

Digitally signed by MARIE WILLIAMS
DN: dc=cty, dc=broward, dc=bc,
ou=Organization, ou=BCC, ou=PU,
ou=Users, cn=MARIE WILLIAMS
Date: 2015.02.05 08:52:35 -05'00'

By: Marie Williams, Purchasing Agent IV

C: Carl R. Archie, P.E., Water and Wastewater Services

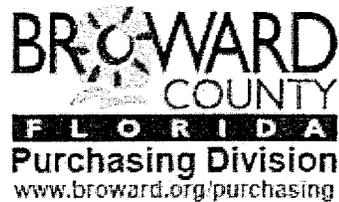
Award Letter Contingent to Vendor
Rev. 3/27/2014

A Service of the Broward County Board of County Commissioners
Excellence in Public Procurement – Our Best. Nothing Less.

**Bid Tabulation Packet
for
Solicitation Y1284708B1**

Clean, Inspect and Repair Drainage Facilities

Bid designation: Public



Broward County Board of County Commissioners

Bid #Y1284708B1 - Clean, Inspect and Repair Drainage Facilities

Creation Date **Oct 3, 2014**

End Date **Nov 5, 2014 2:00:00 PM EST**

Start Date **Oct 16, 2014 4:32:04 PM EDT**

Awarded Date **Not Yet Awarded**

Y1284708B1--01-01 Desilt 12" Pipe per FDOT Index 430-94					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$0.75	6000 / foot	\$4,500.00	Y	Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-02 Desilt 15" Pipe per FDOT Index 430-94					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$0.75	3000 / foot	\$2,250.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-03 Desilt 18" Pipe per FDOT Index 430-94					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$1.00	1000 / foot	\$1,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-04 Desilt 21" Pipe per FDOT Index 430-94					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$1.00	300 / foot	\$300.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-05 Desilt 24" Pipe per FDOT Index 430-94					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$1.50	2000 / foot	\$3,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-06 Desilt 27" Pipe per FDOT Index 430-94					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$2.50	300 / foot	\$750.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-07 Desilt 30" Pipe per FDOT Index 430-94					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$2.50	300 / foot	\$750.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-08 Desilt 33" Pipe per FDOT Index 430-94					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$3.00	300 / foot	\$900.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-09 Pipe Inspection and report 12", FDOT Index 430-4.8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$2.00	2000 / foot	\$4,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-10 Pipe Inspection and report 15", FDOT Index 430-4.8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$2.00	1500 / foot	\$3,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-11 Pipe Inspection and report 18", FDOT Index 430-4.8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$2.50	500 / foot	\$1,250.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-12 Pipe Inspection and report 21", FDOT Index 430-4.8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$2.50	300 / foot	\$750.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-13 Pipe Inspection and report 24", FDOT Index 430-4.8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$3.50	600 / foot	\$2,100.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-14 Pipe Inspection and report 27", FDOT Index 430-4.8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$3.00	300 / foot	\$900.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-15 Pipe Inspection and report 30", FDOT Index 430-4.8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$3.00	300 / foot	\$900.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-16 Pipe Inspection and report 33", FDOT Index 430-4.8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$3.00	300 / foot	\$900.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-17 EMERGENCY MOBILIZATION/DEMOBILIZATION					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$500.00	2 / each	\$1,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-18 FOREPERSON					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$55.00	800 / hour	\$44,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-19 LABORER					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$35.00	1800 / hour	\$63,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-20 WHEEL LOADER, CAT 926 OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$75.00	320 / hour	\$24,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-21 BACKHOE LOADER, CAT 416 OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$95.00	320 / hour	\$30,400.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-22 VIBRATORY PLATE COMPACTOR WACKER VPR 1740					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$15.00	320 / hour	\$4,800.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-23 100 C.F.M. AIR COMPRESSOR W/HAMMER					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$30.00	160 / hour	\$4,800.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-24 4" Hydraulic Pump (with 400' of Discharge Hose)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$35.00	80 / hour	\$2,800.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-25 6" Hydraulic Pump (with 400' of Discharge Hose)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$50.00	40 / hour	\$2,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-26 Temporary Sheet Pile, FDOT Pay Item 455-133-2					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$15.00	1500 / square foot	\$22,500.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-27 Trench Box, minimum dimensions 10'x16', with 4" walls					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$600.00	5 / each	\$3,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-28 WELL POINT EQUIPMENT DEPLOYMENT WITH 6" PUMP FOR UP TO 150 WELL POINT WITH PUMP					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$75.00	80 / hour	\$6,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-29 DUMP TRUCK (Min. Bed Capacity 17 CY)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$50.00	200 / hour	\$10,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-30 GRADALL MODEL XL 4100, OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$125.00	40 / hour	\$5,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-31 HYDRAULIC ROUGH TERRAIN CRANE, LINK BELT HSP8015 OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$200.00	40 / hour	\$8,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-32 Mini Excavator , BOBCAT E35I OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$50.00	200 / hour	\$10,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-33 SKID STEER LOADER, Bobcat 751 OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$40.00	160 / hour	\$6,400.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-34 LONG STICK EXCAVATOR, CAT 325 OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$130.00	400 / hour	\$52,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-35 VACUUM TRUCK, Vacon 3200 OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$165.00	80 / hour	\$13,200.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-36 Floating construction platform with Bobcat E35I OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$245.00	160 / hour	\$39,200.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-37 Floating Storage Platform with minimum 4 CY capacity					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$140.00	160 / hour	\$22,400.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-38 Track-type Dozer, CAT D3K OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$75.00	40 / hour	\$3,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-39 Turbidity Barrier, FDOT 104-11					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$8.00	500 / linear foot	\$4,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-40 Bedding Stone, FDOT 530-74					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$35.00	150 / ton	\$5,250.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-41 Sand Fill, FDOT Index 142-70					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$20.00	300 / cubic yard	\$6,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-42 Ditch Rubble, FDOT Index 530-3-3					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$75.00	100 / ton	\$7,500.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-43 Riprap, FDOT Index 530-1					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$340.00	100 / cubic yard	\$34,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-44 Fabric Formed Concrete Riprap, FDOT Item 547-70-1					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$70.00	600 / square yard	\$42,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-45 Furnish and Install Concrete Endwall Class II Concrete , FDOT Index 400-2-2					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$1,000.00	30 / cubic yard	\$30,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-46 Provide and install sod, FDOT Index 570-1					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$6.00	4000 / square yard	\$24,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-47 6' long x 3' wide x 3' high PVC coated Gabions					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$900.00	15 / each	\$13,500.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-48 12' long x 6' wide x 9" high PVC coated Mattress					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$1,000.00	15 / each	\$15,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-49 Diving Crew					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$250.00	200 / hour	\$50,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-50 Furnish and Install 2.0' Radius Sediment Containment tube					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$45.00	1500 / linear foot	\$67,500.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-51 Furnish and Install 2.5' Radius Sediment Containment tube					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$55.00	1500 / linear foot	\$82,500.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-52 Furnish and Install 3.0' Radius Sediment Containment tube					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$100.00	800 / linear foot	\$80,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-53 Furnish and Install 3.5' Radius Sediment Containment tube					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$100.00	400 / linear foot	\$40,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-54 Trash Pump, Wacker PT3 OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$25.00	80 / hour	\$2,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-55 PASS-THRU ALLOWANCE Parts and Materials					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$50,000.00	1 / lump sum	\$50,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-56 PASS-THRU ALLOWANCE for Permits/Fees					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$10,000.00	1 / lump sum	\$10,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-57 PASS-THRU ALLOWANCE for Specialized Equipment					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$35,000.00	1 / lump sum	\$35,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-58 PASS-THRU ALLOWANCE for Specialized Sub-contractor Activities					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$30,000.00	1 / lump sum	\$30,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Supplier Totals

Shenandoah General Const. Co.	\$1,033,000.00 (58/58 items)
Bid Contact Margaret Lary	Address 1888 NW 22 Street

Margaret.Lary@shenandoahconstruction.com
Ph 954-975-0098

Pompano Beach, FL 33069

Bid Notes **Copy of Bid Bond attached & original delivered to purchasing 11/5/14**

Agency Notes:

Supplier Notes:

Copy of Bid Bond attached & original delivered
to purchasing 11/5/14

**

Shenandoah General Const. Co.

Bid Contact **Margaret Lary**
Margaret.Lary@shenandoahconstruction.com
Ph 954-975-0098

Address **1888 NW 22 Street**
Pompano Beach, FL 33069

Bid Notes **Copy of Bid Bond attached & original delivered to purchasing 11/5/14**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
Y1284708B1--01-01	Desilt 12" Pipe per FDOT Index 430-94	Supplier Product Code:	First Offer - \$0.75	6000 / foot	\$4,500.00	Y	Y
Y1284708B1--01-02	Desilt 15" Pipe per FDOT Index 430-94	Supplier Product Code:	First Offer - \$0.75	3000 / foot	\$2,250.00		Y
Y1284708B1--01-03	Desilt 18" Pipe per FDOT Index 430-94	Supplier Product Code:	First Offer - \$1.00	1000 / foot	\$1,000.00		Y
Y1284708B1--01-04	Desilt 21" Pipe per FDOT Index 430-94	Supplier Product Code:	First Offer - \$1.00	300 / foot	\$300.00		Y
Y1284708B1--01-05	Desilt 24" Pipe per FDOT Index 430-94	Supplier Product Code:	First Offer - \$1.50	2000 / foot	\$3,000.00		Y
Y1284708B1--01-06	Desilt 27" Pipe per FDOT Index 430-94	Supplier Product Code:	First Offer - \$2.50	300 / foot	\$750.00		Y
Y1284708B1--01-07	Desilt 30" Pipe per FDOT Index 430-94	Supplier Product Code:	First Offer - \$2.50	300 / foot	\$750.00		Y
Y1284708B1--01-08	Desilt 33" Pipe per FDOT Index 430-94	Supplier Product Code:	First Offer - \$3.00	300 / foot	\$900.00		Y
Y1284708B1--01-09	Pipe Inspection and report 12", FDOT Index 430-4.8	Supplier Product Code:	First Offer - \$2.00	2000 / foot	\$4,000.00		Y
Y1284708B1--01-10	Pipe Inspection and report 15", FDOT Index 430-4.8	Supplier Product Code:	First Offer - \$2.00	1500 / foot	\$3,000.00		Y
Y1284708B1--01-11	Pipe Inspection and report 18", FDOT Index 430-4.8	Supplier Product Code:	First Offer - \$2.50	500 / foot	\$1,250.00		Y
Y1284708B1--01-12	Pipe Inspection and report 21", FDOT Index 430-4.8	Supplier Product Code:	First Offer - \$2.50	300 / foot	\$750.00		Y
Y1284708B1--01-13	Pipe Inspection and report 24", FDOT Index 430-4.8	Supplier Product Code:	First Offer - \$3.50	600 / foot	\$2,100.00		Y
Y1284708B1--01-14	Pipe Inspection and report 27", FDOT Index 430-4.8	Supplier Product Code:	First Offer - \$3.00	300 / foot	\$900.00		Y
Y1284708B1--01-15	Pipe Inspection and report 30", FDOT Index 430-4.8	Supplier Product Code:	First Offer - \$3.00	300 / foot	\$900.00		Y
Y1284708B1--01-16	Pipe Inspection and report 33", FDOT Index 430-4.8	Supplier Product Code:	First Offer - \$3.00	300 / foot	\$900.00		Y
Y1284708B1--01-17	EMERGENCY MOBILIZATION/DEMobilIZATION	Supplier Product Code:	First Offer - \$500.00	2 / each	\$1,000.00		Y
Y1284708B1--01-18	FOREPERSON	Supplier Product Code:	First Offer - \$55.00	800 / hour	\$44,000.00		Y
Y1284708B1--01-19	LABORER	Supplier Product Code:	First Offer - \$35.00	1800 / hour	\$63,000.00		Y

Y1284708B1--01-20	WHEEL LOADER, CAT 926 OR EQUAL	Supplier Product Code:	First Offer - \$75.00	320 / hour	\$24,000.00	Y
Y1284708B1--01-21	BACKHOE LOADER, CAT 416 OR EQUAL	Supplier Product Code:	First Offer - \$95.00	320 / hour	\$30,400.00	Y
Y1284708B1--01-22	VIBRATORY PLATE COMPACTOR WACKER VPR 1740	Supplier Product Code:	First Offer - \$15.00	320 / hour	\$4,800.00	Y
Y1284708B1--01-23	100 C.F.M. AIR COMPRESSOR W/HAMMER	Supplier Product Code:	First Offer - \$30.00	160 / hour	\$4,800.00	Y
Y1284708B1--01-24	4" Hydraulic Pump (with 400' of Discharge Hose)	Supplier Product Code:	First Offer - \$35.00	80 / hour	\$2,800.00	Y
Y1284708B1--01-25	6" Hydraulic Pump (with 400' of Discharge Hose)	Supplier Product Code:	First Offer - \$50.00	40 / hour	\$2,000.00	Y
Y1284708B1--01-26	Temporary Sheet Pile, FDOT Pay Item 455-133-2	Supplier Product Code:	First Offer - \$15.00	1500 / square foot	\$22,500.00	Y
Y1284708B1--01-27	Trench Box, minimum dimensions 10'x16', with 4" walls	Supplier Product Code:	First Offer - \$600.00	5 / each	\$3,000.00	Y
Y1284708B1--01-28	WELL POINT EQUIPMENT DEPLOYMENT WITH 6" PUMP FOR UP TO 150 WELL POINT WITH PUMP	Supplier Product Code:	First Offer - \$75.00	80 / hour	\$6,000.00	Y
Y1284708B1--01-29	DUMP TRUCK (Min. Bed Capacity 17 CY)	Supplier Product Code:	First Offer - \$50.00	200 / hour	\$10,000.00	Y
Y1284708B1--01-30	GRADALL MODEL XL 4100, OR EQUAL	Supplier Product Code:	First Offer - \$125.00	40 / hour	\$5,000.00	Y
Y1284708B1--01-31	HYDRAULIC ROUGH TERRAIN CRANE, LINK BELT HSP8015 OR EQUAL	Supplier Product Code:	First Offer - \$200.00	40 / hour	\$8,000.00	Y
Y1284708B1--01-32	Mini Excavator, BOBCAT E35I OR EQUAL	Supplier Product Code:	First Offer - \$50.00	200 / hour	\$10,000.00	Y
Y1284708B1--01-33	SKID STEER LOADER, Bobcat 751 OR EQUAL	Supplier Product Code:	First Offer - \$40.00	160 / hour	\$6,400.00	Y
Y1284708B1--01-34	LONG STICK EXCAVATOR, CAT 325 OR EQUAL	Supplier Product Code:	First Offer - \$130.00	400 / hour	\$52,000.00	Y
Y1284708B1--01-35	VACUUM TRUCK, Vacon 3200 OR EQUAL	Supplier Product Code:	First Offer - \$165.00	80 / hour	\$13,200.00	Y
Y1284708B1--01-36	Floating construction platform with Bobcat E35i OR EQUAL	Supplier Product Code:	First Offer - \$245.00	160 / hour	\$39,200.00	Y
Y1284708B1--01-37	Floating Storage Platform with minimum 4 CY capacity	Supplier Product Code:	First Offer - \$140.00	160 / hour	\$22,400.00	Y
Y1284708B1--01-38	Track-type Dozer, CAT D3K OR EQUAL	Supplier Product Code:	First Offer - \$75.00	40 / hour	\$3,000.00	Y
Y1284708B1--01-39	Turbidity Barrier, FDOT 104-11	Supplier Product Code:	First Offer - \$8.00	500 / linear foot	\$4,000.00	Y
Y1284708B1--01-40	Bedding Stone, FDOT 530-74	Supplier Product Code:	First Offer - \$35.00	150 / ton	\$5,250.00	Y
Y1284708B1--01-41	Sand Fill, FDOT Index 142-70	Supplier	First Offer - \$20.00	300 / cubic yard	\$6,000.00	Y

		Product Code:				
Y1284708B1--01-42	Ditch Rubble, FDOT Index 530-3-3	Supplier Product Code:	First Offer - \$75.00	100 / ton	\$7,500.00	Y
Y1284708B1--01-43	Riprap, FDOT Index 530-1	Supplier Product Code:	First Offer - \$340.00	100 / cubic yard	\$34,000.00	Y
Y1284708B1--01-44	Fabric Formed Concrete Riprap, FDOT Item 547-70-1	Supplier Product Code:	First Offer - \$70.00	600 / square yard	\$42,000.00	Y
Y1284708B1--01-45	Furnish and Install Concrete Endwall Class II Concrete , FDOT Index 400-2-2	Supplier Product Code:	First Offer - \$1,000.00	30 / cubic yard	\$30,000.00	Y
Y1284708B1--01-46	Provide and install sod, FDOT Index 570-1	Supplier Product Code:	First Offer - \$6.00	4000 / square yard	\$24,000.00	Y
Y1284708B1--01-47	6' long x 3' wide x 3' high PVC coated Gabions	Supplier Product Code:	First Offer - \$900.00	15 / each	\$13,500.00	Y
Y1284708B1--01-48	12' long x 6' wide x 9" high PVC coated Mattress	Supplier Product Code:	First Offer - \$1,000.00	15 / each	\$15,000.00	Y
Y1284708B1--01-49	Diving Crew	Supplier Product Code:	First Offer - \$250.00	200 / hour	\$50,000.00	Y
Y1284708B1--01-50	Furnish and Install 2.0' Radius Sediment Containment tube	Supplier Product Code:	First Offer - \$45.00	1500 / linear foot	\$67,500.00	Y
Y1284708B1--01-51	Furnish and Install 2.5' Radius Sediment Containment tube	Supplier Product Code:	First Offer - \$55.00	1500 / linear foot	\$82,500.00	Y
Y1284708B1--01-52	Furnish and Install 3.0' Radius Sediment Containment tube	Supplier Product Code:	First Offer - \$100.00	800 / linear foot	\$80,000.00	Y
Y1284708B1--01-53	Furnish and Install 3.5' Radius Sediment Containment tube	Supplier Product Code:	First Offer - \$100.00	400 / linear foot	\$40,000.00	Y
Y1284708B1--01-54	3â€ Trash Pump, Wacker PT3 OR EQUAL	Supplier Product Code:	First Offer - \$25.00	80 / hour	\$2,000.00	Y
Y1284708B1--01-55	PASS-THRU ALLOWANCE Parts and Materials	Supplier Product Code:	First Offer - \$50,000.00	1 / lump sum	\$50,000.00	Y
Y1284708B1--01-56	PASS-THRU ALLOWANCE for Permits/Fees	Supplier Product Code:	First Offer - \$10,000.00	1 / lump sum	\$10,000.00	Y
Y1284708B1--01-57	PASS-THRU ALLOWANCE for Specialized Equipment	Supplier Product Code:	First Offer - \$35,000.00	1 / lump sum	\$35,000.00	Y
Y1284708B1--01-58	PASS-THRU ALLOWANCE for Specialized Sub-contractor Activities	Supplier Product Code:	First Offer - \$30,000.00	1 / lump sum	\$30,000.00	Y
Supplier Total					\$1,033,000.00	

Shenandoah General Const. Co.

Item: **Desilt 12" Pipe per FDOT Index 430-94**

Attachments

Shenandoah BC Y1284708B1 Additional Information and Answers.doc

Shenandoah BC Y1284708B1 BC BUSINESS TAX LICENCE 2015.pdf

Shenandoah BC Y1284708B1 BOND.pdf

Shenandoah BC Y1284708B1 FLorida State License 2016.pdf

Shenandoah BC Y1284708B1 Letter of Intent Elite.pdf

Shenandoah BC Y1284708B1 Letter of Intent JD Backhoe.pdf

Shenandoah BC Y1284708B1 Vehicle and Equipment List.pdf



1888 N.W. 22nd Street • Pompano Beach, FL 33069
(954) 975-0098 Fax: (954) 975-9718

Broward County
Bid#Y1284708B1

Additional Information

Vendor Questionnaire:

Item #7 – Yes

Kenneth R. Jackson, Jackson Land Development
Daniel DiMura, Shen-Line LLC

Bid Guaranty

Uploaded Copy

Original Submitted to Purchasing 11/5/14

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

DBA: SHENANDOAH GENERAL CONSTRUCTION CO Business Name: SHENANDOAH GENERAL CONSTRUCTION CO Owner Name: WILLIAM FRANCES JR JACKSON Business Location: 1888 NW 22 ST POMPANO BEACH Business Phone: 954-973-3060	Receipt #: 189-6135 Business Type: ALL OTHER TYPES CONTRACTOR (UNDERGROUND UTILITY/EXCAVATION) Business Opened: 09/12/2008 State/County/Cert/Reg: CUCG27562 Exemption Code:
--	--

Rooms Seats Employees Machines Professionals
28

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

WILLIAM FRANCES JR JACKSON
 1888 NW 22 STREET
 POMPANO BEACH, FL
 33069-1318

Receipt #1CP-13-00006225
 Paid 07/16/2014 81.00

2014 - 2015

AIA Document A310
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Shenandoah General Construction Company
as Principal, hereinafter called the Principal, and

Western Surety Company
a corporation duly organized under the laws of the State of South Dakota

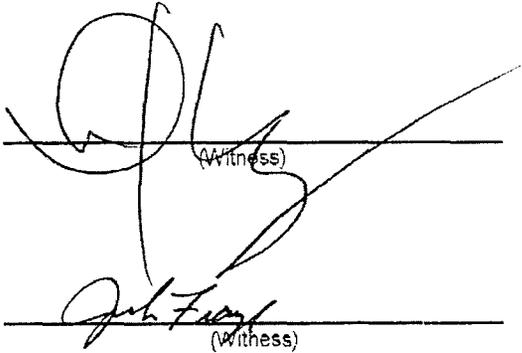
as Surety, hereinafter called the Surety, are held and firmly bound unto

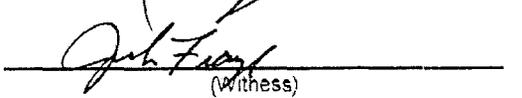
Board of County Commissioners, Broward County, FL
as Oblige, hereinafter called the Oblige, in the sum of **FIVE PERCENT (5%) OF PROPOSED BID**-Dollars (\$ ---5%--),
for the payment of which sum well and truly to be made, the said Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Clean, Inspect and Repair Drainage Facilities, #Y1284708B1

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of November 2014.

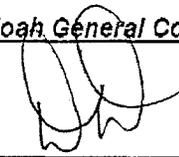


(Witness)


(Witness)

(seal)

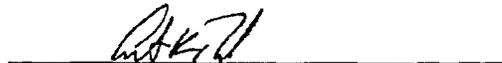
Shenandoah General Construction Company



Daniel Dimura, Vice President

Western Surety Company

(seal)



Arthur K. Broder, Agent & Attorney-in-Fact

having its principal office in the City of Sioux Falls, and State of South Dakota, Board of County Commissioners does by virtue of the signature and seal herein affixed Bid No. 1284708B1 make, constitute and appoint County Commissioners

Arthur Karl Broder, Michael P Broder, Individually

of Davie, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of September, 2012.



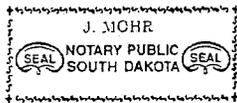
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of September, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of November, 2014.

This Power of Attorney is made and executed pursuant to the following By-Law duly adopted by the shareholders of the Company.
Brown County Board of
County Commissioners

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Broward County Board of
 County Commissioners

Bid Y1284708B1

CONSTRUCTION INDUSTRY LICENSING BOARD
 1940 NORTH MONROE STREET
 TALLAHASSEE FL 32399-0783

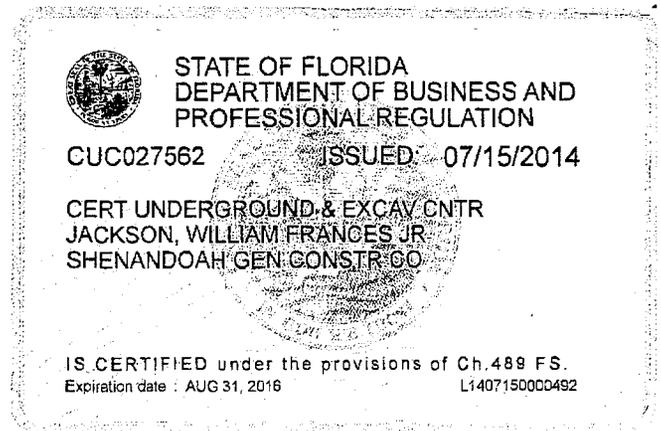
(850) 487-1395

JACKSON, WILLIAM FRANCES JR
 SHENANDOAH GEN CONSTR CO
 1888 NW 22 ST
 POMPANO BEACH FL 33069

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CUC027562

The UNDERGROUND UTILITY & EXCAVATION CO
 Named below IS CERTIFIED
 Under the provisions of Chapter 489 FS.
 Expiration date: AUG 31, 2016



JACKSON, WILLIAM FRANCES JR
 SHENANDOAH GEN CONSTR CO
 1888 NW 22 ST
 POMPANO BEACH FL 33069





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: Y1284708B1	Project Title: Clean, Inspect, Repair Drainage Facilities
---	---

Bidder/Offeror Name: Shenandoah General Construction Company
Address: 1888 NW 22 Street **City:** Pompano Beach, **State:** FL **Zip:** 33069
Authorized Representative: Daniel DiMura **Phone:** 954-975-0098

CBE Subcontractor/Supplier Name: Elite Contractors Supply LLC
Address: 2209 NW 30 Place **City:** Pompano Beach **State:** FL **Zip:** 33069
Authorized Representative: Margaret E. Kennedy **Phone:** 954-971-5663

- 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
Construction Materials/Supplies	423610	\$ 134,615.00	13%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Subcontractor/Supplier Authorized Representative
 Margaret Kennedy *Margaret Kennedy* Owner/Manager 11/4/14
 (Signature) (Title) (Date)

Bidder/Offeror Authorized Representative
[Signature] Vice President 11/5/14
 (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.



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: Y1284708B1	Project Title: Clean, Inspect, Repair Drainage Facilities
---	---

Bidder/Offeror Name: Shenandoah General Construction Company

Address: 1888 NW 22 Street City: Pompano Beach, State: FL Zip: 33069

Authorized Representative: Daniel DiMura Phone: 954-975-0098

CBE Subcontractor/Supplier Name: J.D. Backhoe, Inc.

Address: 4300 SW 59 Ave. City: Davie State: FL Zip: 33314

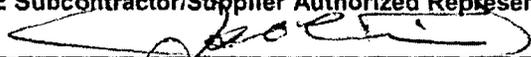
Authorized Representative: Humberto Viana Phone: 954-370-1962

- 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.

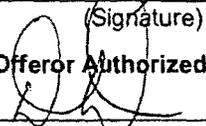
Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Various Construction Services	237110	\$ 103,550.00	10%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Subcontractor/Supplier Authorized Representative

 VP of Operations 11/4/14
(Signature) (Title) (Date)

Bidder/Offeror Authorized Representative

 Vice President 11/5/14
(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.

**Shenandoah General Const. Co.
Broward County Bid#Y1284708B1
List of Vehicles & Equipment**

Equip #	Make	Model	Year	Tag
P187	FORD	FLAT BED/ATTENUATOR	1995	W156DL
P223	FORD	F250 4X4 XL SUPERD	2004	T345IL
P226	FORD	F350 XL UTILITY TRUCK	2006	V015FG
P230	FORD	F450 BOX VAN W/SAG REMOVER	2005	W949HM
P231	FORD	F250 4X4 XL SUPERD	2004	V119BA
P233	FORD	F150 KING CAB 4X4	2004	V325AU
P237	FORD	F250 4X4 XL SUPERD	2004	V140BA
P238	FORD	F250 4X4 XL SUPERD	2004	V141BA
P239	FORD	F150 KING CAB 4X4	2004	U463VR
P240	FORD	F150 KING CAB 4X4	2004	U46OVR
P246	FORD	F150 EXT CAB 4X4	2005	V324AU
P252	FORD	F150 4X4 XLT KING CAB	2006	212LHK
P257	FORD	F150 4 DOOR SUPER CAB	2006	F780UI
P261	FORD	F350 XL UTILITY TRUCK	2007	T332IL
P263	FORD	F150 SUPER CREW XLT	2007	S825UB
P264	FORD	F250 4X4 XL SUPERD	2006	726JDQ
P266	FORD	F250 4X4 XL SUPERD	2007	W157DL
P273	FORD	F150 XL EXT CAB	2010	X737PJ
P274	FORD	F150 XLT STD CAB	2010	F781UI
P275	FORD	F150 XL STD CAB	2010	L34 6ZN
P276	FORD	F150 XL STD CAB	2010	728JDQ
P277	FORD	F150 XL EXT CAB	2010	787XVA
P293	FORD	F150 EXT CAB	2012	041YII
P295	FORD	F150 XL	2013	214 LHK
P302	FORD	F150 4x2 XL	2013	CGIP07
P303	FORD	F250 4X4	2012	BWAV82
P305	FORD	F250 XL 4x4	2011	213LHK
P310	PETERBILT	DUMP TRUCK	2006	N77 26U
P312	FORD	F150 SUPER CREW XLT	2013	CXPY20
P318	FORD	F250 SUPER DUTY SE	2014	CNEK88
TV175	FORD	ARIES TV TRUCK	2000	S425KA
TV210	FORD	ARIES TV TRUCK	2004	729JDQ
TV216	ARIES	ARIES TV TRUCK	2005	306MLI
TV227	ARIES	ARIES TV TRUCK	2005	911TFD
TV228	ARIES	ARIES TV TRUCK	2006	V483NW
TV243	ARIES	ARIES TV TRUCK	2006	CKAQ95
TV268	GMC ISUZU	TV EQUIP FROM TV156	2005	508XPY
TV270	FORD	CUES TV TRUCK	2010	252NSN
VAC163	FORD	VACCON SEWER CLEANING TRUCK	1998	N1186F
VAC185	VACCON	VACCON SEWER CLEANING TRUCK	2001	N5422K
VAC186	VACCON	VACCON SEWER CLEANING TRUCK	2002	N5421K
VAC189	VACCON	VACCON SEWER CLEANING TRUCK	2002	N6596M
VAC190	VACCON	VACCON SEWER CLEANING TRUCK	2002	N6595M
VAC191	VACCON	VACCON SEWER CLEANING TRUCK	2002	N1187F
VAC199	VACCON	VACCON SEWER CLEANING TRUCK	2004	N5611N
VAC206	VACCON	VACCON SEWER CLEANING TRUCK	2004	N2573F
VAC214	VACCON	VACCON SEWER CLEANING TRUCK	2005	N1185F
VAC215	VACCON	VACCON SEWER CLEANING TRUCK	2006	N9010H
VAC222	VACCON	VACCON SEWER CLEANING TRUCK	2005	N1184J
VAC229	VACCON	VACCON SEWER CLEANING TRUCK	2007	N2517K

VAC241	VACCON	VACCON SEWER CLEANING TRUCK	2007	NO589M
VAC259	VACTOR	VACTOR SEWER CLEANING TRUCK	2009	N5423K
VAC281	VACCON	VACCON SEWER CLEANING TRUCK	2012	N8411Q
VAC282	VACCON	VACCON SEWER CLEANING TRUCK	2012	N8410Q
VAC290	VACCON	VACCON SEWER CLEANING TRUCK	2012	N11-83F
VAC299	VACTOR	VACTOR SEWER CLEANING TRUCK	2013	NO588M
VAC301	VACTOR	VACTOR SEWER CLEANING TRUCK	2013	N5608N
VAC306	VACTOR	VACTOR SEWER CLEANING TRUCK	2014	N4919T
VAC317	VACTOR	VACTOR SEWER CLEANING TRUCK	2015	N2521K
Equipment				
AR204	Arrow Master	M90C15	2000	
AR208	Flexolite	2031543	1998	
AR241	Precision	WAAW15LSBSID	1998	
AR313	Wanco	WTSP	2014	CXSK57
AR314	Wanco	WTSP	2014	CXSK56
AR315	Wanco	WTSP	2014	5993GC
AR316	Wanco	WTSP	2014	5994GC
AC172	Leroy	AIR COMPRESSOR	1989	N661JW
AC262	INGERSOL RAND	AIR COMPRESSOR	2006	100XEM
EQP213	JOHN DEERE	BACKHOE	2003	
EQP267	Offshore Yacht	Boat	1987	
EQP283	KOBELCO	SK250LC	2004	
MC244	ARIES	MINI CAMERA	2006	
MC271	ENVIROSIGHT	REEL/CAMERA	2009	
MC289	ENVIROSIGHT	REEL/CAMERA	2012	
MC271A	ENVIROSIGHT	COMPUTER/MONITOR	2009	
MAC254	VERMILLION	FOAM GENERATOR	2008	NA
MAC255	CUES	LASER PROFILER	2008	NA
MAC304	CUES	LASER PROFILER	2013	NA
MAC309	Advance Const Prod	Sag Machine	2014	N/A
MISC297	Logiball	Packer	2013	N/A
MISC298	Logiball	Packer	2013	N/A
PT291	ENVIROSIGHT	Lateral Launcher System	2012	
PP221	PRIMERITE	6" PUMP	2004	N/A
PP235	MWI	6" PUMP	2004	N/A
PP292	THOMPSON	6" PUMP	2006	N/A
TV211	ARIES	Mobile TV Unit	2005	S365VU
TR1	Emerson	6X10	2003	193KLLK
TR2-Dive	Emerson	6X12 - Dive Trailer	2003	194KLLK
TR4-Wood	Emerson	6X12	2006	X802CC
TR195-reel	Trailer	6X8	2002	CKAQ94
TR-279 (PtRepair)	LARK COVERED	6x16	2011	V327AU
TR-284 Equip Trailer	BEBU 20' Trailer	20' Equip Trailer	2002	T334IL
TR-300 Equip Trailer	Bray 20' Trailer	20' Equip/Material Trailer	2005	534-MKM
Trailer TJ			2013	CKAQ96

General Conditions

These instructions are standard for all contracts for commodities, services, or construction 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 Vendors or in the price sheets. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

1. Execution of Solicitation Response:

- (a) Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.
 - (b) No award will be made to a Vendor 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 submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such 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 Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.
 - (c) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.
 - (d) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.
2. **Withdrawal:** No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response submitted which alters the 120 day requirement shall be deemed non-responsive.
 3. **Bid Opening (Invitation for Bids):** Bid Opening shall be public, on date, location and time specified in the solicitation. The official time for hard copy submittals is the time clock located in the Purchasing Division reception area; the official time for electronic submittals is the electronic bidding system's servers, as synchronized with the atomic clock. The official time will be accepted by all parties without reservation. It is the Vendor's responsibility to assure that its response is delivered on date, location and time specified in the solicitation. Solicitation responses, which for any reason are not so delivered, will not be considered. Any timeframe references are in Eastern Standard Time.
 4. **Addenda:** Broward County reserves the right to amend this solicitation prior to the 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 opening date, to allow for review and subsequent clarification on the part of Broward County.
 5. **Prices, Terms, and Payments:** Firm prices shall be provided and include all handling, set up,

shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

- (a) **The Vendor:** in submitting this solicitation response certifies that the prices provided 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.:** unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
 - (c) **Ties:** The award on tie responses will be decided 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 Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
 - (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.
 - (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to this solicitation. Failure of the Vendor 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 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 and terminate as indicated in the Special Instructions to Vendor. The Vendor will complete delivery and the County will receive delivery on any orders mailed to the Vendor prior to the date of expiration. The Director of Purchasing may renew this contract 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 provided 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 Vendor 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 Vendor 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 Vendor(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 Vendor 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 Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response 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 priced. A Vendor desiring to offer "No Charge" on an item in a group must so indicate; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response 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 responses.
10. **Payment:** Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. 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. **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 (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 Vendor.
 - (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 solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.
 - (c) **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, Vendor 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, Vendor 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. Vendor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by

County, the adequacy of which is hereby acknowledged by Vendor, is given as specific consideration to Vendor for the County's right to terminate this Contract.

12. **Conditions and Packaging:** Unless otherwise stated in the solicitation, 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 solicitation response. 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.
13. **Safety Standards:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.
14. **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 (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its 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 of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.
15. **Inspection, Acceptance and Title:** Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.
16. **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 solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its 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.
17. **Legal Requirements:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a 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 Vendor shall not constitute a recognizable defense against the legal effect thereof.
18. **Indemnification:** Vendor 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, Vendor, 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, Vendor 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 Vendor 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.

For construction contracts, Vendor 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 Vendor and persons employed or utilized by Vendor in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor 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.

19. **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

Vendor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the Contract.

20. **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, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract.
21. **Patents and Royalties:** The Vendor, 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 Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the 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.
22. **Assignment, Subcontract:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any Award issued pursuant to this solicitation 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.
23. **Qualifications of Vendor:** Solicitation responses will be considered only from firms normally

engaged in providing the types of commodities, services, or construction specified herein. The County, 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 responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of citations and/or violations of Environmental regulations in determining responsibility. Vendor should submit with its proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any Contract awarded to them.

24. **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 Vendor 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.

25. **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 solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
26. **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 solicitation 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 solicitation 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 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 Vendor 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 8:30 a.m. and 5:00 p.m. 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 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 amount submitted by the protestor. If no contract 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

- 27. **Public Entity Crimes Act:** Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, 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. Vendor represents that its response to this solicitation is not a violation of Discrimination, 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.
- 28. **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 Vendor. 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 Vendor as a result of this solicitation.
- 29. **Public Records:** Broward County is a public agency subject to Chapter 119, Florida Statutes Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor 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. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
 - (b) 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, Florida Statutes, 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 County, at no cost, all public records in possession of the Vendor 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.

(e) 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 Conditions, Article 11.

30. **AUDIT RIGHT AND RETENTION OF RECORDS:** County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this project. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the project.

Vendor 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 of three (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 Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. 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.

31. **Procurement Code:** The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

32. **Ownership of Documents:** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this Contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered 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 Vendor until Vendor complies with the provisions of this section.

33. **State of Florida Division of Corporations Requirements:** It is the Vendor's responsibility to comply with all state and local business requirements. 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 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.

34. **Cone of Silence Ordinance (Invitations For Bids):** In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation 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 solicitation 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 solicitation 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.

35. **Contingency Fees:** By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have 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 Vendor.
36. **Local Business Tax Receipt Requirements:** All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response 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.
37. **Battery Disposal:** The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.
38. **Dun & Bradstreet Report Requirement:** The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.
39. **Code Requirements:** The Vendor 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.
40. **Special Notice:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.
41. **Samples:** Samples or drawings, when required, shall be free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.
42. **Vendor Responsibilities:** Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor 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 their own manufacture.
43. **Vendor Evaluation:** The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf and will be completed by the Contract Administrator.

An interim performance evaluation of the successful Vendor 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 Vendor 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 Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the

Vendor for future solicitations.

VENDOR ACKNOWLEDGEMENT

This form must be completed and submitted with the Vendor's submittal. Failure to comply will deem vendor non-responsive.

1. LEGAL BUSINESS NAME: **Shenandoah General Construction Company**
2. FEDERAL EMPLOYER I.D. NO. (FEIN): **59-1707673**
3. DUN AND BRADSTREET NO.: **092840073**
4. DOING BUSINESS AS/ FICTITIOUS NAME (if applicable):
5. WEBSITE ADDRESS (if applicable): **shenandoahconstruction.com**
6. PRINCIPAL PLACE OF BUSINESS ADDRESS: **1888 NW 22 Street, Pompano Beach, FL 33069**
7. TELEPHONE NO.: **9549750098** FAX NO.: **9549759718**
8. TYPE OF BUSINESS (check appropriate box):
 Corporation (Specify the State of Incorporation): **Florida**
 Sole Proprietor Limited Liability Corporation Limited Partnership (LLC)
 General Partnership (State and County filed in)
 Other – Specify
9. AUTHORIZED CONTACT FOR YOUR FIRM:
Name: **Daniel DiMura** Title: **Vice President**
Telephone Number: **9549750098** Fax Number: **9549759718**
E-mail: **Margaret.Lary@shenandoahconstruction.com**
10. LIST ALL ADDENDA ACKNOWLEDGED:
#1 - 10/17/14

BY EXECUTING THIS ACKNOWLEDGEMENT FORM, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS.

Daniel DiMura	Vice President - 11/5/14	
*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

VENDOR QUESTIONNAIRE

The completed Vendor Questionnaire should be submitted with the solicitation response but must be submitted within three business days of County's request. Failure to provide the completed questionnaire timely may result in the Vendor being deemed non-responsive. **If a response requires additional information, the Vendor should attach/upload 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.

1. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, AND MAJOR SHAREHOLDER:
 - a) Thomas A. Jackson, President/Daniel DiMura, VP
 - b) Kenneth R. Jackson, Sec/Treas, William F. Jackson Jr., Owner
 - c) Staffin Zebarth, Owner
 - d)

2. Specify the type of services or commodities your firm offers:
Underground Contractor, Clean, Televis, Rehabilitation to Storm and Sanitary Sewer Systems.

3. How many years has your firm been in business while providing the services and/or products offered within this solicitation? **38 years**

4. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? Yes No

5. 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? Yes No
The County reserves the right to verify prior to a recommendation of award. N/A (if service)

6. 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 a written response. Yes No

7. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached a written response. Yes No

8. 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 a written response. Yes No

9. 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 a written response. Yes No

10. 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, specify details in an attached a written response, including contact information for owner and surety company. Yes No

Vendor Name: Shenandoah General Construction Company

11. 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

12. Would your firm accept a Visa credit card as payment from Broward County? Yes No

13. 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 informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing.

Yes No
 N/A

If yes, Living Wage increased the pricing by % or decreased the pricing by %.

- 14. Non-Collusion Certification: Vendor shall disclose, 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), Florida Statutes, 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. 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.

Select One:

- Vendor certifies that this offer is made independently and free from collusion; or
- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 15 - 18 are only applicable to service contracts or a construction contracts (repair, maintain or furnish and install) solicitations:

- 15. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet.
City of Ft Pierce - #2014-016 - Georgia Ave. Drainage Basin Outfall Repairs
Collier County - #10-5507 - Storm Drain Cleaning, Documenting & Repairs
FDOT D5 - #E5T04 - Storm Drainage Cleaning, Televising, Lining on US17/92
- 16. Has your firm completely inspected the project site(s) prior to submitting response? Yes No
- 17. 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
- 18. What equipment does your firm own that is available for this contract?
See attached list

Vendor Name: Shenandoah General Construction Company

- 19. 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: Clean, Inspect & Repair Water Control Facilities
 Contract/Project Title: #T0824710B1 Clean, Inspect & Repair Water Control Facilities
 Agency: Broward County Water & Wastewater Management
 Contact Name/Title: Carl Archie, Engineer IV
 Contact Telephone: 954-831-0753 Email: carchie@broward.org

Contract/Project Dates
(Month and Year): 10/14/10 - 10/13/12
Contract Amount: \$ 541,690.00

Reference No. 2:

Scope of Work: Storm Drain Cleaning, Documenting, Repairs, Sliplining, CIPP
Contract/Project Title: #10-5507 Storm Drain Cleaning, Documenting, Repairs
Agency: Collier County
Contact Name/Title: JR Goerentz
Contact Telephone: 239-252-8924 Email: JRGoerentz@colliergov.net
Contract/Project Dates
(Month and Year): 12/14/10 - 12/13/14
Contract Amount: \$ 250,000.00

Reference No. 3:

Scope of Work: Cleaning, Televising, Sliplining & CIPP
Contract/Project Title: #E5T04 Cleaning, Televising, Sliplining & CIPP US17/92
Agency: FDOT D5
Contact Name/Title: Dwight Grube
Contact Telephone: 386-746-3482 Email: dwight.grube@dot.state.fl.us
Contract/Project Dates
(Month and Year): 05/23/14 - 11/24/14
Contract Amount: \$ 1,542,225.00

Name of Vendor: Shenandoah General Construction Company

Litigation History Requirement:

- A. 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.
- B. For each material case, the Vendor is required to provide all information identified, on the Litigation History Form.
- C. 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:
 - 1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
 - 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;
 - 3. A Vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - 4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary); or
 - 5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.
- D. Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the Vendor.
- E. 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.
- F. 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.

LITIGATION HISTORY FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes

- There are no material cases for this Vendor; or
- Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <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 (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	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:

Vendor Name: Shenandoah General Construction Company

Bid Guaranty, Performance and Payment Guaranties, and Qualifications of Surety Requirements:

A. **Bid Guaranty:** A Vendor must submit a bid bond, executed by a surety company meeting the **Qualifications of Surety Requirements**, with its response. Failure to submit a bid guaranty by solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive.

1. In lieu of a bid bond, the following will be acceptable: cash, money order, certified check, cashier's check, an original **Bid Guaranty – Unconditional Letter of Credit**, treasurer's check or bank draft of any national or state bank (United States). A personal check or a company check of a Vendor is not a valid bid guaranty.
2. The bid guaranty shall be in an amount equal to five percent (5%) of the total price offered, payable to the Board of County Commissioners and conditioned upon the successful Vendor providing the Performance and Payment Guaranty, evidence of insurance, or any other requirements set forth within the solicitation, within 15 calendar days after notification of award of the contract.
3. Guaranty of the successful Vendor 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 Vendor fail to provide the required Performance and Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth in the solicitation. Upon request, bid guaranties of unsuccessful vendors will be returned after award of contract or expiration of bid validity.
4. Vendors must either submit an electronic bid bond through BidSync or submit an original bid guaranty to the Purchasing Division, by solicitation due date and time, or Vendor may be deemed non-responsive.
 - a. To submit an electronic bid bond, Vendor must submit through BidSync, using Surety 2000. The Vendor should copy and paste the information from Bid Sync and provide to the bonding agent; the bonding agent should copy and paste information provided by Vendor into the Surety 2000 system to reduce errors. An original bid bond will not be required when the bid bond is submitted electronically through Surety 2000. Note – Vendors, bonding agents, and surety companies must be registered with Surety 2000 to use the service; contact Surety 2000 to find out information regarding their service.
 - b. To submit an original bid guaranty, in lieu of submitting an electronic bid bond through BidSync, Vendor must submit an original bid guaranty in a sealed envelope, with the solicitation number, solicitation title, date and the time of bid opening, and address listed on the envelope. A copy of the bid guaranty should also be uploaded into Bid Sync; this does not replace the requirement to have an original bid guaranty. Vendors must submit the original bid guaranty, by the solicitation due date and time, to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

B. **Performance and Payment Guaranties:** within 15 calendar days of being notified of the award of contract, Vendor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the **Performance Bond Form** and **Payment Bond Form**.

1. 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 the section, Qualifications of Surety.
2. 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 Vendor will upon notification by the County, correct any defective or faulty work or materials which appear within one year after completion of the Contract.
3. Pursuant to the requirements of Section 255.05(1), Florida Statutes, Vendor 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.
4. In lieu of the performance and payment bond, Vendor may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashier's check or an original **Irrevocable Letter of Credit**. 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.
5. The Vendor is required at all times to have valid Performance and Payment Guaranties (or other approved security) in force covering the work being performed.
6. The Vendor agrees to keep such Guaranties (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.

C. **Qualifications of Surety Requirements:** A bid bond performance bond, 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.

1. In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:
 - a. 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 revision. 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 (31 DFR Section 223.10 Section 223.11). 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.
 - b. The surety company shall hold a current Certificate of Authority with the Florida Office of Insurance Regulation.
 - c. The surety company shall have at least the following minimum ratings:

Amount of Bond		Surety Ratings	Financial Size Category
\$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

2. For projects which do not exceed \$500,000, 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 Office of Insurance Regulation at the time the solicitation 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.
3. If the surety company fails to meet the minimum standards, a bond from a surety that meets the minimum standards must be provided to satisfy the bonding requirements.

Office of Economic and Small Business Requirements: CBE Goal Participation

- A. In accordance with Broward County Business Opportunity Act of 2012, Ordinance No. 2012-33, Broward County Code of Ordinances, the County Business Enterprise (CBE) Program is applicable to this contract. All Vendors responding to this solicitation should utilize, or attempt to utilize, CBE firms to perform at least the assigned participation goal for this contract.
- B. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; required forms and information should be submitted with solicitation submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of the Office of Economic and Small Business Development's (OESBD) request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.
1. Vendor should include in its solicitation submittal a **Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier**, for each certified CBE firm the Vendor intends to use to achieve the assigned CBE participation goal.
 2. If a Vendor is unable to attain the CBE participation goal, the Vendor should include in its solicitation submittal **Application for Evaluation of Good Faith Effort** and all of the required supporting information.
- C. The Vendor shall only address the base solicitation amount for CBE goal participation. No alternate/optional item(s) shall be addressed. If the County chooses to exercise the right to award alternate/optional solicitation item(s), the CBE participation goal for this solicitation shall apply to the alternate/optional item(s) recommended to be awarded. The County shall issue a notice to the apparent successful Vendor requiring the Vendor to comply with the CBE participation goal for the alternate/optional item(s); Vendor shall submit all required forms prior to award. Failure to submit the required forms may result in rejection of the solicitation.
- D. 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 Vendors at <https://bcegov3.broward.org/SmallBusiness/SBDirectory.aspx>
- E. 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/>
- F. Requirements for Contracts with CBE Goals: if awarded the contract, the Vendor agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the contract.
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.
 2. Vendor shall comply with all applicable requirements of the Broward County Small Business Development Program in the award and administration of this contract. Failure by Vendor 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.

3. Vendor 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 Vendor 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 Vendor 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.
4. Vendor understands that the County will monitor compliance with the CBE requirements. Vendor must report monthly on its CBE participation commitment with its pay requests and is required as a condition of payment.

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS
ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER**

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. This form is to be completed and signed for each CBE firm. Vendor should scan and upload the completed, signed form(s) in BidSync.

Solicitation Number: Y1284708B1

Project Title: Clean, Inspect and Repair Drainage
Facilities

**Bidder/Offeror
Name:**

Address: City: State: Zip:

Authorized Phone:
Representative:

**CBE Subcontractor/Supplier
Name:**

Address: City: State: Zip:

Authorized Phone:
Representative:

- 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.

**APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
PURSUANT TO BUSINESS OPPORTUNITY ACT OF 2012, Sec. 1-81.5(e)**

If applicable, this form and supporting documentation should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor should scan and upload the supporting documentation in BidSync.

SOLCITATION NO.: Y1284708B1 PROJECT NAME: Clean, Inspect and
Repair Drainage
Facilities

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:

Living Wage Ordinance Requirements:

- A. Living Wage Ordinance, Section 26-100, Broward County Code of Ordinances, as amended, applies to this contract if the open-end contract award value exceeds \$100,000 per year or if the individual project value exceeds \$100,000 under a fixed-term contract.
- B. The following is a summary of requirements contained the Living Wage Ordinance. This summary is not all-inclusive of the requirements of the Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.
- C. In accordance with the Living Wage Ordinance, the Vendor agrees to pay the current minimum hourly wage rates to employees covered by the Living Wage Ordinance, as adjusted.
- D. **There will be no increase in contract prices paid by the County to the Vendor due to any increase in wages required to be paid to employees covered by the Living Wage Ordinance.**
- E. The **Living Wage Ordinance Compliance Affidavit Form**, should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.
- F. Further information about Vendor's obligations under the Living Wage Ordinance, may be obtained from the Purchasing Division's website at <http://www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx>
- G. The Vendor, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the requirements. By responding to a solicitation including the Living Wage Ordinance requirements, Vendor is hereby agreeing to comply with the provisions of the Ordinance and acknowledges awareness of the penalties for non-compliance.
- H. Living Wage Requirements: All covered employees, including those of the Vendor's subcontractors, providing services pursuant to the Vendor's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Vendor and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits.
 - 1. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
 - 2. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Vendors shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a bid/quote/proposal for a subcontract under this contract, prior to their submitting a bid to the Vendor.
 - 3. The covered employer shall provide the three-language statement to each covered

employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.

- I. Living Wage - Indexing: The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.
- J. Sanctions for Unpaid Wages: In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a covered employer by requiring the covered employer to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.
- K. Payroll; Basic Records; Reporting: Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service contractor is responsible for the submission of the information required by the Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.
 - 1. The covered employer shall submit the payroll information required every six months, to the applicable using agency's Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.
 - 2. Exemption: The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six months from the Director of Purchasing. Covered employers may submit **Application For Exemption From Living Wage Ordinance Reporting Requirements Form** to apply for an exemption from these reporting requirements, prior to award. Failure to submit timely may result in rejection of Application for Exemption.
 - i. Exemptions based on Wage History or Contractual Obligations (ex. Collective Bargaining Agreements) may be granted by the Director of Purchasing prior to contract award; however, an exemption may be canceled at any time by written notice to the covered employer.
 - ii. The reporting exemption does not apply to any new covered employees hired after the date the exemption was granted. For newly hired covered employees, the covered employer may submit an additional exemption application to the Contract Administrator prior to the renewal of contract by the County.
- L. Subcontracts: Covered employees of Vendor's subcontractors, providing covered services pursuant to the Vendor's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Vendor shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the subcontractors to include these clauses in all other subcontracts. The Vendor shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.
- M. Complaints and Hearings; Termination and Debarment: If a covered employee believes that

he or she is not being paid in accordance with the Living Wage Ordinance the employee may file a complaint with the Office of Intergovernmental Affairs and Professional Standards in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedure. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.

LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Covered Employer: Shenandoah General Construction Company	
Address: 1888 NW 22 Street, Pompano Beach, FL 33069	
Phone Number: 954-975-0098	Local Contact: Margaret Lary
Solicitation Number: Y1284708B1	Address: 1888 NW 22 Street, Pompano Beach, FL 33069
Contract Amount: 1,033,000.00	Phone Number: 9549750098
Department Served: Water & Wastewater Services	
Brief Description of Service Provided: Clean, Inspect, Repair Drainage Facilities	

By signing below I hereby certify that the covered employees listed below: (please check one)

- A. Receive a minimum pay of \$ per hour and are provided health benefits valued at \$ per hour.
- B. Receive a minimum pay of \$ per hour and are not provided health benefits.

Provide names of employees and job classifications providing covered services for the above referenced contract:

Name	Job Class	A or B	Name	Job Class	A or B
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(Attach additional sheets in the format above, if needed)

I, _____ of _____ hereby attest that
(Name) (Title) (Company)

- (1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Vendor certifies that it shall:
- a) Pay all employees working on this contract/project, who are covered by the Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;
 - b) Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and
 - c) (IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principle officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.

Daniel DiMura
Signature

Vice President
Title

SWORN TO AND SUBSCRIBED BEFORE ME this 5day of **November, 202014**

STATE OF **Florida**
COUNTY OF **Broward**

Margaret Lary My commission expires: **December 9, 2018** (SEAL)
Notary Public

(Print, type or stamp commissioned name of Notary Public)

Personally Known Produced Identification Type of Identification Produced:

APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS FORM

This certification must be provided prior to award of the contract. Failure to submit timely upon request of the County may result in rejection of Application for Exemption.

SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)

Company Name: Contact Person:

Company Address:

City: State: Zip: Phone:

SECTION 2: USING AGENCY AND SOLICITATION INFORMATION

Using Agency: Solicitation #:

Solicitation Title:

Name of Agency Contact: Agency Contact's Phone:

Solicitation Submittal Amount: \$

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested)

- (LWO 26.103(e)(1); Wage History:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.
Required documentation for this exemption: Provide or attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.
- (LWO 26.103(e)(2); Contractual:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.
Required documentation for this exemption: A copy of the CBA or other contractual agreement must be submitted with this application with the controlling language clearly marked, or a letter from the union stating that the union contract requires the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT

I, , of hereby attest that

(Name)

(Title)

(Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

SWORN TO AND SUBSCRIBED BEFORE ME this day of , 20

STATE OF COUNTY OF

My commission expires: (SEAL)
Notary Public

(Print, type or stamp commissioned name of Notary Public)

Personally Known or Produced Identification Type of Identification Produced: .

Shenandoah
Signature

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the 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.

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 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: **(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: **(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).

Daniel DiMura
AUTHORIZED SIGNATURE/ NAME

Vice President
TITLE

11/5/14
DATE

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

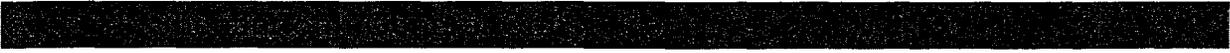
The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (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).

Daniel DiMura
AUTHORIZED SIGNATURE/ NAME

Vice President
TITLE

11/5/14
DATE



LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION FORM

The completed and signed form 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 returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may render the business ineligible for application of the Local Preference.

This form is used to determine applicability of Local Preference, in accordance with Section 1-74, et. seq., Broward County Code of Ordinances. A local business or locally-headquartered business in Broward County or Miami-Dade County, meeting the requirements is eligible for Local Preference, in accordance with the Broward County Local Preference Ordinance and Broward County's Interlocal Reciprocity Agreement with Miami-Dade County.

If the low responsive and responsible bidder is not a local 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.

A Local Business is a business which:

- A. possesses a valid local business tax receipt (or if exempt documentation establishing physical presence at location) issued at least one year prior to bid or proposal submission;
- B. has a physical business address located within the limits of the County from which the business operates or performs business;
- C. is in an area zoned for the conduct of the business; and
- D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a business which: has its principal place of business within the County. A principal place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

Local Business Locally-Headquartered Business

Local or Locally-Headquartered Business Address: 1888 NW 22 Street, Pompano Beach, FL 33069

Vendor is not a Local Business or Locally-Headquartered Business in Broward County or Miami Dade County.

Daniel DiMura Authorized Signature/Name	Vice President Title	Shenandoah General Const. Co. Vendor Name	11/5/14 Date
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SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

-
1. Subcontracted Firm's Name: **No Non Certified Subcontractors**
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:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Daniel DiMura
Authorized Signature/Name

Vice President
Title

Shenandoah General Const. Co.
Vendor Name

11/5/14
Date

TRENCH SAFETY ACT REQUIREMENT FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Florida Trench Safety Act, Section 553.60, Florida Statutes, incorporates the Occupational Safety & Health Administration (OSHA) excavation safety standards, 29 C.F.R Section 1926.650, as Florida's own standards. The Trench Safety Act will apply to any individual project that has trenches in excess of 5 feet deep.

The Vendor, by virtue of the solicitation submission, affirms that the Vendor is aware of this Act, and will comply with all applicable trench safety standards, including any special shoring requirements, if applicable. Such assurance shall be legally binding on all persons employed by the Vendor and subcontractors.

The Vendor is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards. The Vendor further identified the costs and methods summarized below: (fill in either Open-End or Fixed Contract section)

Open-end Contract:

Description	Unit of Measure	Unit Price	Method
Trenching	LF	1.25	Sloping
Special Shoring, if applicable:	SQ. FT.		

Fixed Contract:

Description	Unit of Measure	Quantity	Unit Price	Ext. Price	Method
Special Shoring, if applicable:	SQ. FT.		Unit Price		Method
			Total \$		

Daniel DiMura	Vice President	Shenandoah General Construction Co.	11/5/14
Authorized Signature/Name	Title	Vendor Name	Date

Insurance Requirements: (Refer to the Insurance Requirement Form)

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis 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 Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
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 require that subcontractor names County as an Additional Insured.
 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. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Company Vehicle: Yes or No

If Common Carrier (indicate carrier):

Other:

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.

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.
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.
6. 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.
7. 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.
8. 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 Vendor(s).
9. 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.
10. 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.
11. 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.
12. 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. 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.

- C. 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.
- D. 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.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- F. 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.

EXHIBIT 1

**BROWARD COUNTY
LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT**
(This certification must be provided prior to award of the contract)

Covered Employer:	Shenandoah General Construction Company		
Address:	1888 NW 22 Street, Pompano Beach, FL 33069		
Phone Number:	954-975-0098	Local Contact:	Margaret Lary
Bid/Contract Number:	Y1284708B1	Address:	1888 NW 22 Street, Pompano Beach, FL 33069
Contract Amount:	\$ 1,033,000.00	Phone Number:	954-975-0098
Department Served:	Water & Wastewater Services		
Bid/Contract Title:	Clean, Inspect, Repair Drainage Facilities		

Please check one:

By signing below I hereby certify that the covered employees listed below:

- A. Receive a minimum pay of \$ 11.46 per hour and are provided health benefits valued at \$ 1.49 per hour.
- B. Receive a minimum pay of \$ _____ per hour and are not provided health benefits.

Provide names of employees and job classifications providing covered services for the above referenced contract:

Name	Job Class	A or B	Name	Job Class	A or B
Constant Amande	Vac Operator	<input type="checkbox"/> A	Credell Carpenter	TV Operator	<input type="checkbox"/> A
Wilner Amilcar	Laborer	<input type="checkbox"/> A	Agustin Chavez	TV Operator	<input type="checkbox"/> A
Blake Antones	TV Operator	<input type="checkbox"/> A	David Clarke	Vac Operator	<input type="checkbox"/> A
Edner Baptiste	Vac Operator	<input type="checkbox"/> A	Vincent Farquharson	Vac Operator	<input type="checkbox"/> A
Ralph Borno	Laborer	<input type="checkbox"/> A	David Doria	Laborer	<input type="checkbox"/> A

(Attach additional sheets in the format above, if needed) See Attached

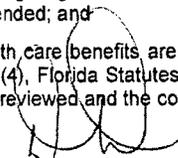
I, Daniel DiMura, Vice President of Shenandoah General Construction Co. hereby attest that
(Name) (Title) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that it shall:

Pay all employees working on this contract/project, who are covered by the Broward County Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;

Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and

(IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principle officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.



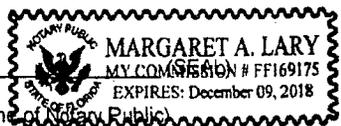
 Signature Title
 Vice President

SWORN TO AND SUBSCRIBED BEFORE ME this 18 day of November, 2014

STATE OF Florida COUNTY OF Broward

Notary Public

My commission expires: _____



(Print, type or stamp commissioned name of Notary Public)

Personally Known or Produced Identification _____

Type of Identification Produced: _____

Shenandoah General Const. Co.

Continuation Sheet

Name	Job Class	A or B
FRANCOIS; JULES	LABORER	A
HOUSTON; ROYNAL E	LABORER	A
JEAN; ST HOLEME	LABORER	A
CUMMINGS JR.; EUGENE	DIVER	A
KELLY; KENNETH R	VAC TRUCK OPERATOR	A
LAURENT; WILFAUD	LABORER	A
MCBRIDE; KEITH B	VAC TRUCK OPERATOR	A
MUNOZ; HAROLD D	TV TRUCK OPERATOR	A
MURRAY; JIMMIE	VAC TRUCK OPERATOR	A
PIERRILUS; SAINT JEAN	LABORER	A
ROBERTS; LEON L	LABORER	A
RUSSELL; ANDEEN	LABORER	A
RUSSELL; FRANK L.	VAC TRUCK OPERATOR	A
RUSSELL; ALLAN L	VAC TRUCK OPERATOR	A
SCHOMBURG; CARY A	VAC TRUCK OPERATOR	A
SIMMS; JOSLYN COUREY	DIVER	A
THOMAS; DERRICK G.	VAC TRUCK OPERATOR	A
THOMAS; CLAYTON B	LABORER	A
TYNES; BRYAN L	LABORER	A
VERA; JOSE I.	LABORER	A
WALKER; ANDRE	LABORER	A
WALLEN; LEAFORD W.	LABORER	A
WHITE; GAREY A	LABORER	A
YOUMANS; CALVIN N.	VAC TRUCK OPERATOR	A

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
11/19/2014

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 Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Michael Gorham	CONTACT NAME: PHONE (A/C, No, Ext): 954-776-2222 FAX (A/C, No): 954-776-4446	
	E-MAIL ADDRESS:	
INSURED Shenandoah General Construction Co Attn: Margaret Lary 1888 NW 22nd Street Pompano Beach, FL 33069	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Liberty Mutual Fire Ins. Co. 23035	
	INSURER B : Amerisure Insurance Company 19488	
	INSURER C : Homeland Ins. Co. of New York 34452	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

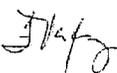
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		TB2291461934033	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/POP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			AS2291461934023	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			TH7Z91461934013	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC208071502	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liab			7930005760002	03/22/2014	12/31/2014	Incident \$ 1,000,000
	DED \$2,500						Aggregate \$ 2,000,000

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

Project: Y1284708B1 - Clean, Inspect & Repair Drainage Facilities
 Certificate Holder is listed as additional insured with respects to General Liability if required by written contract per endorsement LC 04 43 05 12.
 Excess Liability follows form over General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Broward County Room 212 115 S. Andrews Ave Fort Lauderdale, FL 33301	BROW000 Digitally signed by FRANCISCO VASQUEZ Date: 2014.11.26 14:02:16 -05'00'	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 

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Shenandoah General Construction Company
as Principal, hereinafter called the Principal, and

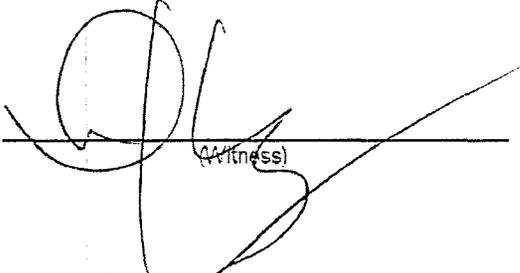
Western Surety Company
a corporation duly organized under the laws of the State of South Dakota
as Surety, hereinafter called the Surety, are held and firmly bound unto

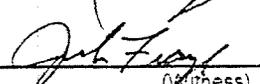
Board of County Commissioners, Broward County, FL
as Oblige, hereinafter called the Oblige, in the sum of **FIVE PERCENT (5%) OF PROPOSED BID-Dollars (\$ ---5%--)**,
for the payment of which sum well and truly to be made, the said Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Clean, Inspect and Repair Drainage Facilities, #Y1284708B1

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of November 2014.

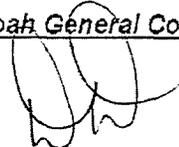


(Witness)


(Witness)

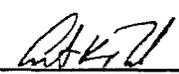
Risk Management Division
Frank Vasquez *FV* 12/1/14
Risk Insurance and Contracts

Shenandoah General Construction Company



Daniel Dimura, Vice President

Western Surety Company



Arthur K. Broder, Agent & Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Arthur Karl Broder, Michael P Broder, Individually

of Davie, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of September, 2012.

WESTERN SURETY COMPANY



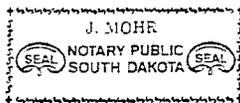
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of September, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of November, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

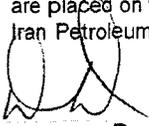
SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

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 solicitation for goods or services in an amount equal to or greater than \$1 million.

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 are 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.



Daniel DiMura	Vice President	Shenandoah General Const. Co.	1/28/15
Authorized Signature/Name	Title	Vendor Name	Date

MEMORANDUM

Purchasing #16-079
June 3, 2016

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director 

From: Jeffrey English, Purchasing Agent 

Subject: Award Bid E-27-16, Repainting of Traffic Mast Arm Assemblies

Contract Need/Background

Bid E-27-16 was issued for the Engineering Department to establish a contract for the coating restoration (repainting) of traffic mast arm assemblies. The project consists of furnishing all traffic control, labor, equipment, tools, and materials for the coating restoration (repainting) of traffic mast arm assemblies located in three (3) intersections. The project has mast arms located within the City of Lighthouse Point and the City of Pompano Beach.

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.....1

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 302-7475-530.65-12/12197 Capital Project Fund/Traffic Signal Mast Arm.

Purchasing #16-079

Page 2

June 3, 2016

Market Research

The General Services Department performed outreach to local painting contractors to inform them about this project. A total of twenty-one (21) 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-27-16 be made to the sole responsive bidder, Roof Painting by Hartzell, Inc. in the amount of \$53,110.00. The recommended company is a local Pompano Beach Business.

enclosures

cc: file

Memorandum No. 16-90

DATE: May 31st, 2016

TO: Jeffrey English, Purchasing Agent

FROM: Anthony Alhashemi, Project Manager

SUBJECT: Repainting of Traffic Mast Arms Assemblies BID E-27-16 (CIP 12-197)

On May, 10th, 2016 bids were opened for the above referenced project. The lowest bidder and only responsive bidder was Roof Painting by Hartzell with a price of \$53,110.00

The references supplied by Roof Painting by Hartzell have been checked and have performed similar mast arms projects in scope for the City of Weston, the City of Margate and the Town of West Palm Beach.

Being the low bidder, coupled with favorable references, it is my recommendation that the award of this contract be made to Roof Painting by Hartzell for the amount of \$53,110.00.

One Executed Bid Award Recommendation form is attached. Please prepare an agenda package for inclusion on the City Commission agenda for consent approval.

Should you have any questions, please do not hesitate to contact me at extension 4029.

CC: John Sfiropoulos, Horacio Danovich,

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Jeff English Date 05/27/16

To: Engineering Department Attn.: Anthony Alhashemi

Subject: Bid No. E-27-16 Item/service: Repainting of Traffic Mast Arm Assemblies

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: 302-7475-530.65-12

Title: Repainting of Traffic Mast Arm Assemblies

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Roof Painting By Hartzell

(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: 

Date: 5/21/16

Title: JOHN SFIROPOULOS
(Department Head)

CITY OF POMPANO BEACH -- BID TABULATION
 Bid #: E-27-16 Title: Repainting of Traffic Mast Arm Assemblies
 Date 05/10/16

Bidder:	Roof Painting By Hartzell, Inc. 2301 NW 33rd Court, Ste. 112 Pompano Beach, FL. 33069
NE 29th St and Federal Hwy	\$15,700.00
Total for 1 LS	\$15,700.00
NE 33rd St and Federal Hwy	\$11,700.00
Total for 1 LS	\$11,700.00
Sample Rd and Federal Hwy	\$15,700.00
Total for 1 LS	\$15,700.00
Cost for performance and payment bonds (required for contract amounts of \$200,000 or more)	\$0.00
Total for 1 LS	\$0.00
Owners Contingency	\$10,000.00
Total for 1 LS	\$10,000.00
Indemnification	\$10.00
Total for 1 LS	\$10.00
GRAND TOTAL	\$53,110.00
Bid Bond?	5%
Addenda Acknowledged?	yes 1 and 2
Notes:	Total corrected for tabulation.



Florida's Warmest Welcome

BID/CONTRACT DOCUMENTS

**REPAINTING OF TRAFFIC MAST ARM
ASSEMBLIES**

BID E-27-16

For the City of Pompano Beach, Florida

BID OPENING: May 3, 2016, 2:00 p.m. (local)

PURCHASING DIVISION

1190 N.E. 3RD AVENUE, BUILDING C (FRONT)

POMPANO BEACH, FLORIDA 33060

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INVITATION TO BID

Sealed Proposals for **Bid E-27-16, Repainting of Traffic Mast Arm Assemblies** 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 May 3, 2016** and will be publicly opened and read aloud. Any bids received after the time and date will not be considered.

The project consists of furnishing all traffic control, labor, equipment, tools, and materials for the coating restoration (repainting) of traffic mast arm assemblies located in three (3) Intersections, as specified herein. The project has mast arms located within the City of Lighthouse Point and the City of 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 30th day of March, 2016

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 April 26, 2016** 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 13-24.

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. WASTE REMOVAL SERVICES

The City has contracted with Waste Management Inc. of Florida for residential and commercial solid waste collection and disposal services. The City has granted to Waste Management Inc. of Florida the sole and exclusive right, franchise, license and privilege to provide non-hazardous solid waste collection, removal and disposal services within the corporate limits of the City, including collection and removal of certain Construction and Demolition Debris. The successful Contractor shall coordinate with Waste Management Inc. of Florida the level and type of service to be provided and the manner of collection charges. Any Contractor or Subcontractor performing construction work within the City of Pompano Beach must use the City's franchised hauler for garbage removal services including removal of Construction and Demolition debris generated over 10 cubic yards, with the exception of Source Separated Recovered Materials as defined in section 403.703(24), Florida Statutes and Chapter 96 of the City Ordinance. The City's current franchised hauler is Waste Management Inc. of Florida. Please contact them directly for dumpsters and/or rolloffs at:

Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073
(954) 974-7500

27. 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: **Repainting of Traffic Mast Arm Assemblies**

Bid Number: E-27-16

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 coating restoration (repainting) of traffic mast arm assemblies located in three (3) Intersections, as specified herein:

Item	Description	Quantity	Unit	Amount
1.	NE 29 th ST and Federal Highway	1	LS	_____
2.	NE 33 rd St and Federal Highway	1	LS	_____
3.	Sample Rd and Federal Highway	1	LS	_____
4.	Cost for Performance and Payment Bonds (required for contract amounts of \$200,000 or more)	1	LS	_____
5.	Owners Contingency	1	LS	\$ 10,000.00
6.	Indemnification	1	LS	_____ 10.00
	GRAND TOTAL			_____

8. The above includes all the necessary excavation, backfill, grading, restoration, traffic control 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: _____

BID BOND

STATE OF FLORIDA)

SS

)

KNOW ALL MEN BY THESE PRESENTS, that we , _____

_____ as principal, and

_____ hereinafter called Surety, are held and firmly bound unto The City of Pompano Beach, Pompano Beach, Florida, a political subdivision of the State of Florida, and represented by its City Commission hereinafter called OWNER, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigned, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

(Bid Name) _____

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that is the Principal within 10 consecutive calendar days after written notice of such award being given to Principal, enters into the contract to such award and gives a Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; in the event of the failure of Principal to enter into such contract and bond, the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay the sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal; otherwise, it shall remain in full force and effect.

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)

By: _____

Print Name: _____

Title: _____

Witnesses:

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 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.

The proposed Project Superintendent must have experience in conducting operations on FDOT roadways within the last five (5) years. In the bid proposal provide information identifying this individual and their relevant work experience.

2. SITE INSPECTION

Submission of a bid shall constitute an acknowledgment by the Bidder that it has thoroughly examined and is familiar with all work required, site conditions, and details of each mast arm location.

3. BID BOND

Performance and Payment bonds are not required for projects costing less than \$200,000. Bidders should mark N/A for the price of the bonds on the bid proposal form if their Grand Total bid is less than \$200,000.

A Bid Bond is required for all bid amounts, and must be submitted with the Bid Proposal.

4. GENERAL LIABILITY

Contractor shall procure at its own cost and expense Comprehensive General Liability Insurance coverage in an amount not less than One Million (\$1,000,000.00) Dollars combined single limit in addition to any other insurance or bond The City of Lighthouse Point may require, which insurance will protect The City of Pompano Beach, The City of Lighthouse Point, and their officers and employees from any claims for damages to property and for personal injuries, including death, which may arise on said property during the term of this agreement and any renewals. The insurance policy shall contain a thirty (30) day cancellation clause period and a Certificate of Insurance shall be furnished the City of Lighthouse Point, naming the City of Lighthouse Point as an additional insured pursuant to this Agreement.

SPECIFICATIONS

Traffic Signal Mast Arms and Signal Head Restoration Recoating

1. GENERAL

This specification covers the preparation of any surfaces, and the provision of all necessary materials and services needed to paint existing mast arms and mast arm assemblies for the City of Pompano Beach. The Contractor shall furnish all labor, materials, and equipment necessary to complete the recoating, painting, and finishing of all traffic signal surfaces including Mast Arm Assemblies (Mast Arms and Masts,) Traffic Signal Heads, Pedestrian Signal Heads, Metal Poles, Illuminated Street Name Signs.

These specifications are intended to include anything needed for the total completion of the job or project. Any incidental item of material, labor or detail required for the proper completion of the work omitted from these specifications but obviously required by governing laws, local regulations, trade practices or good workmanship shall be provided without extra charge even though not specifically detailed or mentioned.

2. MAINTENANCE OF TRAFFIC

- A. The Contractor shall be responsible for submitting a detailed Maintenance of Traffic Plan (MOT) and the plan must be approved by The Florida Department of Transportation (FDOT,) Broward County Traffic Engineering (BCTED,) and the City of Pompano Beach Engineering Division, and City of Lighthouse Point before the Contractor starts work.

The MOT lane closure form (Roadway/Lane Closure Request, Exhibit A) is to be submitted to the City of Pompano Beach, City of Lighthouse Point and the FDOT District 4 Public Information Officer. (The pertinent State of Florida Department of Transportation General Use Permit application is included as Exhibit B.)

- B. The Contractor will keep his MOT plan available for review at all times. The Contractor shall furnish, erect, and maintain all necessary traffic control devices in accordance with the latest Manual of Uniform Traffic Control Devices and the latest Florida Department of Transportation Roadway Design Standards. The Contractor shall provide an FDOT MOT certified Traffic Control Supervisor (TCS) who is responsible for initiating, installing, and maintaining all Traffic Control Devices.
- C. The Contractor shall maintain access for the local traffic with destination adjacent to the project limits at all times. The contractor shall conduct a Pre-Construction meeting with the City of Pompano Beach, City of Lighthouse Point, FDOT and BCTED prior to beginning work. This meeting shall be held at the City of Pompano Beach Engineering Department.

3. EXECUTION

- A. The Contractor shall maintain a clean and safe work environment. The contractor shall control any over spray of paint so not to affect any vehicles or equipment within the job site.
- B. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor and the Contractor shall be held responsible for any damage to property caused by reason of his operations on the property.
- C. The cost of all testing required, FDOT General Use Roadway Permits, City of Lighthouse Point Permits and Painted Galvanized Structures Performance Bonds under this contract shall be borne by the Contractor and included in the lump sum price. All testing must meet the minimum requirement of the latest Florida Department of Transportation section 649 and 975, including all SSPC PA2 requirements and ASTM A78, ASTM D6386, ASTM A123 specifications.
- D. Pre-final inspection conducted by the City's inspector and Contractor's representative to develop a punch-list of deficient items that must be addressed by the contractor within 30 days. After the City inspector and the Contractor's representative conduct a final inspection and agree that all deficiencies have been corrected, close out documents can be submitted by the Contractor for payment by the City.
- E. Required Warranties on Galvanized Steel Mast Arms: In accordance to FDOT Specification 649-1. This contract document is subject to a five (5) year warranty from the paint manufacturer, and one (1) year warranty of workmanship from the Contractor.

4. DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall establish a hazardous coating removal program to document and control coating removal and application operations in strict compliance with OSHA 29CFR Part 1910.1025, 1926.62, and 1926.63. This program will include applicable requirements from Environmental Protection Agency (EPA) environmental protection issues and hazardous waste disposal. The cost of disposal shall be include in the lump sum price.
- B. All materials delivered to the job site shall be in original sealed and labeled containers of the paint manufacturer. Each container shall provide labels with the following information: Name, title of material, manufacturer's name, stock number, color, thinning instructions and application instructions. Containers which are broken, opened, watermarked, or contain caked, lumpy or otherwise damaged shall be removed from the worksite.
- C. The Contractor shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. After completion of the work the contractor shall remove all waste materials and debris from around the worksite.

- D. At all times Contractor shall take precautionary measures to prevent fire hazards and spontaneous combustion.

5. MATERIAL

- A. Signal poles and mast arms shall be painted Black/Satin Finish and applied according to 2010 FDOT's Standards Specifications Section and Broward County Traffic Engineering requirements (See Exhibit D and Exhibit E). All aluminum surfaces finish coat shall be Rust-Oleum solar black gloss finish. The cost for preparation and painting of all signal poles and mast arms in accordance with 2010 Florida Department of Transportation Standard Specification section 649 and 975, including, the FDOT Traffic Signal Mast and Mast Arm Repair and Replacement Procedure dated 4/24/2006, shall be included in the lump sum price.
- B. The City of Pompano Beach specifies the use of Sherwin Williams products, as found on the Florida Department of Transportation Qualified Products List (QPL) for coating of existing steel structures (QPL # S561-0201.) The Contractor may submit other products from the FDOT QPL for approval by the City of Pompano Beach and FDOT prior to beginning work.
- C. For all non aluminum surfaces, use Macropoxy 646 (A + B components) or approved equivalent Organic Zinc Rich Epoxy Primer, Acrolon 218 HS (A + B components) or approved equivalent Polysiloxane Finish coat, followed by a final Diamond Clad Urethane Gloss clear coat (A + B + C components) or approved equivalent.
- D. Contractor shall submit product data on all finishing products and special coatings for review by the City of Pompano Beach and FDOT, prior to beginning work.
- E. Contractor shall submit manufacturer's application instructions for review by the City of Pompano Beach and FDOT, prior to beginning work.

6. INTERSECTIONS

The work required is divided into three (3) Intersections. The chart below indicates the roadway Intersections in each intersection containing mast arm assemblies to be repainted. Exhibit C is a map showing the mast arm locations. East side of Federal Highway is located in the City of Lighthouse Point. Contractor to check with City of Lighthouse Point for permitting and mobilization of traffic requirements.

Lump Sum pricing for each Intersection includes all work on all fixtures in that Intersection. No additional costs will be paid.

Intersection		Mast Arm Qty	Mast Arm Type 1 mast arm to 1 column (1:1) 2 mast arms to 1 column (2:1)
Federal Hwy	NE 29 ST	4	1:1 PERPENDICULAR
Federal Hwy	NE 33 ST	2	1 @ 1:1 PERPENDICULAR 1 @ 2:1 PERPENDICULAR
Federal Hwy	Sample Rd	4	1:1 PERPENDICULAR

ROADWAY/LANE CLOSURE REQUEST
 (Submittal Required 14 Working Days Prior to Date of Closure)

STATE PROJECT NUMBER: _____		PERMIT NUMBER: _____	
STATE ROAD NUMBER: _____			
TYPE OF CLOSURE: <input type="checkbox"/> Mainline <input type="checkbox"/> Ramp <input type="checkbox"/> Cross Street			
LOCATION OF CLOSURE: _____			
DESCRIPTION OF ANTICIPATED CLOSURE <input type="checkbox"/> Partial <input type="checkbox"/> Full			
Mainline Roadway Closure:			
Directions <input type="checkbox"/> NB <input type="checkbox"/> SB <input type="checkbox"/> EB <input type="checkbox"/> WB		Total Number of Lanes: _____	
(In Direction of Closure)		Number Closed: _____ Number Open: _____	
Day/Date/Hours of Closure:		From: _____ am	
		To: _____ pm	
Ramp Closure: <input type="checkbox"/> NB on Ramp <input type="checkbox"/> SB on Ramp <input type="checkbox"/> EB on Ramp <input type="checkbox"/> WB on Ramp			
<input type="checkbox"/> NB on Ramp <input type="checkbox"/> SB on Ramp <input type="checkbox"/> EB on Ramp <input type="checkbox"/> WB on Ramp			
Day/Date/Hours of Closure:		From: _____ am/pm	
		To: _____ am/pm	
DESCRIPTION OF WORK TO BE PERFORMED:			
ATTACHMENTS: <input type="checkbox"/> 1. M.O.T. Plan <input type="checkbox"/> 2. Detour Plan <input type="checkbox"/> 3 Standard Index			
CLOSURE REQUESTED BY:		(SIGNATURE REQUIRED)	
_____		Date: / /	
1. Contractor (Name of Company) <input type="checkbox"/>		2. Resident/Project Engineer	
Permittee (Name of Company)		Contractor/Permittee Representative	
Maintenance Yard (N/S/District)		Area Maintenance Engineer	
APPROVED BY:		(SIGNATURE REQUIRED)	
_____		Date: / /	
3. Program Manager		4. District Construction Engineer	
Unit Maint. Engineer		District Maintenance Engineer	
Unit Permits Engineer			
_____		Date: / /	
5. District Traffic Maintenance Engineer		6. District Construction Engineer	

EXHIBIT B

F.A.C. Rule 14-20.010

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
GENERAL USE PERMIT

850-040-05
MAINTENANCE
05/08
Page 1 of 2

Date: _____	Permit No.: _____
Name of Applicant or Authorized Agent: _____	
Entity (if applicable): _____	
(If entity, furnish contact information for responsible representative)	
Address: _____	Zip Code: _____
City/State: _____	Telephone No.: _____
Email Address: _____	

Activity / Project Site		
County: _____	State Road: _____	Section: _____
From Mile Post: _____ to Mile Post: _____		
Construction Proposed or Underway: Yes <input type="checkbox"/> No <input type="checkbox"/> FM Project No.: _____		
Name of Municipality if Work is within Limits: _____		
Description of Work Activity: _____		

General Provisions	
<ol style="list-style-type: none">1. Attach any pertinent plans or drawings.2. Attach notification letters sent to any Utilities both aerial and underground that will be potentially impacted.3. The designated FDOT Engineer shall be notified 48 hours prior to beginning of work. Contact _____ at (____) _____4. All work, materials and equipment shall be subject to inspection and approval by FDOT. Applicants certification of work at completion is required.5. The permittee shall be responsible to place and display safety devices and proper maintenance of traffic in accordance with the latest version of the Department's Design Standards, index series 600, or an alternative plan signed and sealed by a professional Engineer and attached with the permit.6. All FDOT property shall be restored to its original condition. Any damage to FDOT property as a result of this work shall be repaired and restored in a manner acceptable to the FDOT at the sole expense of the permittee.	

Special Provisions
<hr/> <hr/> <hr/> <hr/>

Conditions
<p>1. In the event the permittee fails to meet any of the requirements of this permit by the FDOT, the permitted activity must cease until brought into compliance. If compliance can not be met, then the permit will be rendered void and said work shall be removed from the right of way at no cost to the FDOT.</p> <p>2. Work shall commence within _____ days of permit approval. Work shall be completed by _____ (Date)</p> <p>3. The rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the permittee, and the permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said permittee of the aforesaid rights and privileges.</p>

Applicant						
<p>I hereby agree to comply with all terms and conditions set forth and described in this permit.</p>						
<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 50%; text-align: center;">_____</td> <td style="border: none; width: 30%; text-align: center;">_____</td> <td style="border: none; width: 20%; text-align: center;">_____</td> </tr> <tr> <td style="border: none; text-align: center;">Printed or Typed Name and Title</td> <td style="border: none; text-align: center;">Signature</td> <td style="border: none; text-align: center;">Date</td> </tr> </table>	_____	_____	_____	Printed or Typed Name and Title	Signature	Date
_____	_____	_____				
Printed or Typed Name and Title	Signature	Date				

FDOT									
<p>Approved By: _____</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 40%; text-align: center;">Print Designated Engineer</td> <td style="border: none; width: 30%; text-align: center;">Signature</td> <td style="border: none; width: 30%; text-align: center;">Date</td> </tr> <tr> <td style="border: none; text-align: center;">_____</td> <td></td> <td></td> </tr> <tr> <td style="border: none; text-align: center;">Title</td> <td></td> <td></td> </tr> </table>	Print Designated Engineer	Signature	Date	_____			Title		
Print Designated Engineer	Signature	Date							

Title									



PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

2300 W. Commercial Boulevard • Fort Lauderdale, Florida 33309 • 954-847-2600 • FAX 954-735-8564

SPECIAL PROVISIONS FOR INSTALLATION OF PAINT-OVER-GALVANIZED STEEL MAST-ARM ASSEMBLIES FOR SIGNALIZATION PROJECTS TO BE MAINTAINED BY BROWARD COUNTY

The following outlines the Division's paint-finish policy on mast-arm traffic signal assemblies. Final acceptance of traffic signalization projects that include paint-over-galvanized mast-arm structures by the Broward County Traffic Engineering Division are contingent upon the Applicant's documented compliance with the following conditions:

1. All mast-arm assemblies must be fabricated with true circular cross-sections (for both the horizontal arm and vertical upright tube components), with the exception of arm lengths of 72.0 feet or longer for which the tubes may be fabricated with a 16-sided cross-section. 12-sided cross-sections will not be permitted for any assembly type.
2. The fabricator of the painted galvanized steel mast-arm assemblies must be listed as a manufacturer in the specific portion of Section 649 of the Florida Department of Transportation's (FDOT's) Qualified Products List (QPL) for the specific type of mast-arm(s) being supplied.
3. The fabricator shall provide a semi-gloss "solar black" paint finish (Federal Color Standard 27038) over hot-dipped galvanized steel in accordance with all applicable FDOT and American Society for Testing and Materials (ASTM) standards and specifications pertaining to the painting of galvanized structures (in effect as of July 1, 2010), specifically but not limited to the following standards: FDOT Standard Specifications Section 649, ASTM Standard A123 Zinc (Hot-Dip Galvanized Coating on Iron & Steel Products), ASTM Standard D 6386 (galvanized surface preparation), ASTM Standard D 1005 or ASTM D 1186 (paint thickness), *Steel Structures Painting Council Standards* (SSPC-SP1, solvent-wipe pre-paint preparation), ASTM Standard D 4060 (abrasion resistance), ASTM Standard D-2794 (impact resistance), and ASTM Standard B 117 (salt spray).
4. The fabricator must, prior to providing mast-arms to any project to be maintained by the Broward County Traffic Engineering Division, provide a letter of assumption of obligations by the fabricator clearly indicating that the fabricator is the responsible party for color and adhesion warranties on the painted galvanized mast-arms.
5. The fabricator shall provide a written statement by an officer of the fabricator (with the capacity to bind the fabricator) that certifies that the applicable FDOT and ASTM specifications have been adhered to during the fabrication process, or provide such certification by a qualified third-party ASTM certifying entity.

Broward County Board of County Commissioners
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6. The Fabricator shall provide a five (5) year warranty to the Division against all color and adhesion defects associated with the paint-over-galvanized mast-arm assemblies provided for this project.
7. The start of the warranty period shall begin on the date that the project receives final acceptance for ownership and maintenance by the Broward County Traffic Engineering Division.

The Broward County Traffic Engineering Division shall require that the above seven (7) conditions be included as special notes (or notes added to the "painting of galvanized structures" notes) on the final permit traffic signal design plans so that they are incorporated as part of the official permit application. Documentation of items 4 through 6 must be provided to this Division prior to manufacture of the mast-arm assemblies as a prerequisite to the Broward County Traffic Engineering Division's inspecting and accepting ownership and maintenance of the signalization project.

SPECIAL PROVISIONS APPROVED BY:

 5/26/2011
Scott Brunner, P.E., Assistant Director
Broward County Traffic Engineering Division

EFFECTIVE DATE: May 26, 2011

EXHIBIT F

SECTION 649
GALVANIZED STEEL POLES, MAST
ARMS AND MONOTUBE ASSEMBLIES

649-1 Description.

The work in this Section consists of furnishing and installing galvanized steel strain poles, galvanized steel mast arms, galvanized steel monotube assemblies, and galvanized steel CCTV poles in accordance with the details shown in the Contract Documents, subject to a five year warranty period as defined herein. The warranty period will apply only when poles, mast arms or steel monotube assemblies are painted as called for in the Contract Documents.

649-2 Materials.

649-2.1 Pole Assembly: Use pole assemblies as shown in the Design Standards when standard mast arm assemblies, standard strain pole assemblies, or standard steel CCTV pole assemblies are required by the Contract Documents.

Obtain poles, mast arm, and monotube assemblies from a fabrication facility that is listed on the Department's Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105.

Use coating products meeting the requirements of Section 975.

Use grouts meeting the requirements of Section 934 and listed on the Department's Approved Product List (APL).

Use water meeting the requirements of Section 923.

Use membrane curing compounds meeting the requirements of Section 925.

649-2.2 Camera Lowering Device: Meet the requirements of 641-2.2.

649-3 Fabrication.

Fabricate poles, mast arm, and monotube assemblies and miscellaneous hardware in accordance with the Contract Documents. Cut all materials to the final dimensions and complete all welding prior to galvanizing. Obtain all components for individual strain poles, mast arm and monotube assemblies from the same fabricator. Obtain the luminaire and bracket from other sources, when necessary.

Affix an aluminum identification tag which will be visible from the handhole or located inside the terminal box containing the information described in the Design Standards.

Before shipping, assemble mast arm and monotube assemblies including luminaire and bracket, to assure proper fit. The mast arm and monotube assemblies may be separated for shipment.

Ensure all components are protected from damage during shipping and handling by wrapping or other effective methods. Replace any component, which the Engineer determines is damaged beyond repair, at no additional cost to the Department. If components are wrapped for shipment, remove wrappings no later than five days after receipt of components or immediately if the wrappings become saturated. Post these instructions in brightly colored wording on the wrapper. Failure to comply with these instructions may lead to damage of the coating system and will be cause for the rejection of the component.

649-4 Coatings.

649-4.1 Galvanizing: Galvanize all components in accordance with ASTM A123, except galvanize all fastener assemblies in accordance with ASTM A153. Use galvanizing methods which provide surfaces suitable for painting.

649-4.2 Surface Preparation: Prepare all galvanized surfaces to be painted in accordance with ASTM D6386 and the manufacturer of the coating system's specifications. Provide a clean and suitable galvanized surface that maximizes coating system adhesion. Measure the thickness of the zinc coating after completion of surface preparation using a magnetic thickness gage in accordance with ASTM A123. Ensure sufficient galvanizing remains on the substrate to meet the requirements of ASTM A123 and the Contract Documents. Correct any deficient areas to the satisfaction of the Engineer at no additional cost to the Department.

649-4.3 Painting:

649-4.3.1 General: When required by the Contract Documents, provide painted poles, mast arms and monotube assemblies. Provide products from a fabricator on the Department's list of Prequalified Fabricators of Painted Galvanized Steel Strain Poles, Mast Arms and Monotube Assemblies. Provide products that will meet specification requirements throughout the warranty period. Meet the color requirement as specified in the Contract Documents. Provide the Engineer with two metal sample coupons, a minimum of 2 inches by 4 inches, painted concurrently and with the same paint as was used on the first lot of any poles, mast arms and monotube assemblies delivered to the jobsite. Submit sample coupons and manufacturer product data sheets to the Engineer along with the delivery of the first shipment of any painted poles, mast arms or monotube assemblies delivered to the jobsite. At the time of their delivery, the sample coupons described in this paragraph shall match the color of the poles, mast arms and monotube assemblies to within $1\Delta E$ measured as specified in 975-4. If the delivered sample coupons exhibit a difference in color from the poles, mast arms and monotube assemblies greater than $1\Delta E$ then the sample coupons will be considered unacceptable and no payment shall be made for the materials which the sample coupons represent. Those materials shall not be accepted by the Department until acceptable representative sample coupons in accordance with the requirements of this Section have been submitted to the Engineer.

649-4.3.2 Responsible Party Warranty: When the Contract Documents call for painted galvanized steel poles, mast arms or monotube assemblies, the Contractor shall designate a responsible party to accept responsibility. The responsible party designated by the Contractor must execute and submit to the Department a form, provided by the Department, prior to the first delivery to the jobsite of any painted poles, mast arms or monotube assemblies, stipulating that the responsible party accepts responsibility for ensuring the coating system adhesion and color retention requirements as specified in 975-4 are met for a period of five years after final acceptance in accordance with 5-11. The responsible party shall also bear the continued responsibility for performing all remedial work associated with repairs of any adhesion or color retention failure as defined in Section 975, as to which notice was provided to the responsible party within the five year warranty period. Failure to timely designate the responsible party will result in the Contractor being the responsible party unless otherwise agreed to in writing by the Department. The responsible party shall be either the Contractor or the fabricator. When the responsible party is the fabricator, the responsible party shall be one of the fabricators listed on the Prequalified Fabricators of Painted Galvanized Steel Strain Poles, Mast Arms and Monotube Assemblies. This list may be viewed on the Department's website at the following URL: <http://www.dot.state.fl.us/construction/ContractorIssues/ContractorMain.shtm>.

Upon final acceptance of the Contract in accordance with 5-11, the Contractor's responsibility to ensure that the coating system adhesion and color retention requirements specified in 975-4 will terminate. The obligations of the responsible party set forth in this Section shall start at final acceptance of the Contract in accordance with 5-11 and continue thereafter until expiration of the five year warranty period.

649-5 Installation.

Install foundations in accordance with Section 455. Do not install poles, mast arm poles, or monotubes until the foundation has achieved 70% of the specified 28-day concrete strength and verifying test results have been submitted to the Engineer. Determine concrete strength from tests on a minimum of two test cylinders prepared and tested in accordance with ASTM C31 and ASTM C39. Before erecting the pole, clean the top of the foundation of any laitance, oils, grease or any other deleterious materials. Erect strain poles in an orientation which considering the rake and the application, cable forces will produce a plumb pole. Erect monotubes plumb at the time of installation. Plumb the pole supporting mast arms after the mast arms, traffic signals or sign panels have been placed.

If the traffic signals and/or sign panels are not in place within two working days after the mast arm is erected, furnish and install a 3 foot x 2 foot blank sign panel on the bottom of each mast arm within 6 feet of the mast arm tip and plumb the pole. Re-plumb the pole supporting mast arms after installation of traffic signals and sign panels.

Install ASTM A325 bolt, nut and washer assemblies in accordance with the following.

Use bolt, nut and washer assemblies that are free of rust and corrosion and are lubricated properly as demonstrated by being able to easily hand turn the nut on the bolt thread for its entire length. Tighten nuts to a snug tight condition to bring the faying surfaces of the assembly into full contact which is referred to as snug-tight. Snug-tight is defined as the maximum nut rotation resulting from the full effort of one person using a 12 inch long wrench or equivalent. After bringing the faying surfaces to a snug-tight condition, tighten nuts in accordance with Table 460-7, Nut Rotation from the Snug Tight Condition. Maintain uniform contact pressure on the faying surfaces during snugging and turn-of-nut process, by using a bolt tightening pattern that balances the clamping force of each bolt, as closely as possible, with the equal clamping force of a companion bolt.

Base plate installation steps are as follows:

1. Verify that the nuts can be turned onto the bolts past the elevation corresponding to the bottom of each in-place leveling nut and be backed off by the effort of one person on a 12 inch long wrench, without employing a pipe extension on the wrench handle.
2. Clean and lubricate the exposed threads of all anchor bolts. Clean and lubricate the threads and bearing surfaces of all leveling nuts. Re-lubricate the exposed threads of the anchor bolts and the threads of the leveling nuts if more than 24 hours has elapsed since earlier lubrication, or if the anchor bolts and leveling nuts have become wet since they were first lubricated.
3. Turn the leveling nuts onto the anchor bolts and align the nuts to the same Elevation
4. Place structural plate washers on top of the leveling nuts; one washer corresponding to each anchor bolt.
5. Install the base plate onto the leveling nut washers, place structural plate washers on top of the base plate; one washer corresponding to each anchor bolt, and turn the top nuts onto the anchor bolts.
6. Tighten top nuts to a snug-tight condition in a star pattern. A star tightening pattern is one in which the nuts on opposite or near opposite sides of the bolt circle are successively tightened in a pattern resembling a star. For an 8 bolt circle with bolts sequentially numbered 1 to 8, tighten nuts in the following bolt order: (1, 5, 7, 3, 8, 4, 6, 2).
7. Tighten leveling nuts to a snug-tight condition in a star pattern. The distance from the bottom of the leveling nuts to the top of the concrete must not exceed one anchor bolt diameter.
8. Before final tightening of the top nuts, mark the reference position of each tip nut in a snug-tight condition with a suitable marking on one flat with a corresponding reference mark on the base plate at each bolt. Then incrementally turn the top nuts using a star pattern until achieving the required nut rotation specified in Table A. Turn the nuts at least 2 full tightening cycles (passes). After tightening, verify the nut rotation. Do not exceed the Table A value by more than 20 degrees.
9. Tighten each retainer or jam nut until it is in firm contact with the top surface of the anchor bolt nut; then while preventing the anchor bolt nut from rotating, tighten the jam nut until it is snug tight.

10. Install a screen over the gap between the base plate and foundation concrete in accordance with 649-6, or place a structural grout pad in accordance with 649-7.

Table A

Anchor Bolt Diameter (inches) Nut Rotation from Snug-Tight Condition

≤ 1-1/2 1/3 turn

> 1-1/2 1/6 turn

649-5.1 Camera Lowering Device Installation: Meet the requirements of 641-4.4.

649-6 Screen Installation.

On steel strain poles and steel monotube assemblies, install a screen that will prevent vermin and debris from entering the gap between the bottom of the base plate and the top of the concrete foundation. Cover the entire gap with a wire screen, the bottom horizontal wire of which shall be in full contact with the surface of the concrete foundation and the top horizontal wire of which shall not extend beyond the top surface of the base plate. For the screen, use standard grade plain weave galvanized steel wire cloth with 1/2 inch x 1/2 inch mesh and 0.063 inch diameter wires. Vertical screen wires shall not extend beyond the top and bottom horizontal wires of the screen. Use one continuous section of screen with only one overlapping splice where the ends come together and overlap the layers 3 inches minimum. Attach the screen to the vertical side of the base plate with self-tapping stainless steel screws (No. 8, 1/2 inch long) with stainless steel washers (1/4 inch inside diameter). Drill pilot holes into the base plate to facilitate screw installation. Install screws on 9 inch centers maximum and at least one screw shall be installed through the overlapping splice to clamp the layers together. Also clamp the overlapping splice layers together just above the concrete foundation with an all stainless steel fastener assembly consisting of a machine screw (No. 8, 5/8 inch long), nut and two flat washers (1/4 inch inside diameter) and lock washer. Tightly clamp the screen layers between the flat washers.

649-7 Structural Grout Pads.

On mast arm support structures, install a structural grout pad in accordance with the Design Standards and manufacturer's instructions. Prior to grout placement, flush the top of the foundation with water to remove any dirt and debris.

Mix grout to a fluid state in accordance with the manufacturer's recommendations. Test the grout fluidity using ASTM C939 Flow Cone Method. Discard any grout with an unacceptable efflux time.

Do not use mechanical means to push or vibrate the grout. Clean any excess grout from the base plate. Verify that water inside the pole will drain freely through the installed drain hole.

649-8 Remedial Work.

During the warranty period, the responsible party shall perform all remedial work necessary to meet the requirements of this Specification at no cost to the Department. Such remedial work shall be performed within 180 days of notification of a failure by the Department. Failure to perform such remedial work within the time frame specified will result in the work being performed by other forces at the responsible party's cost.

If the responsible party is the fabricator, the fabricator will be removed from the list of Prequalified Fabricators of Painted Galvanized Steel Poles, Mast Arms and Monotube Assemblies for a minimum of six months or until payment in full for the correction of the deficiencies or defects has been made, whichever is longer.

If the responsible party is the Contractor, the Department will suspend, revoke or deny the responsible party's certificate of qualification under the terms of Section 337.16(d)(2), Florida Statutes, for a minimum of six months or until payment in full for the correction of the deficiencies or defects has been made, whichever is longer.

649-9 Statewide Disputes Review Board.

A Statewide Disputes Review Board will resolve any and all disputes that may arise involving administration and enforcement of this Specification. The responsible party and the Department acknowledge that use of the Statewide Disputes Review Board is required, and the determinations of the Statewide Disputes Review Board for disputes arising out of this Specification will be binding on both the responsible party and the Department, with no right of appeal by either party.

649-10 Method of Measurement.

The Contract unit price each for poles, mast arms, and monotube assemblies, furnished and installed, will include all materials specified in the Contract Documents, including the foundation, cover plates, caps, clamps, blank sign panel, luminaire bracket, all labor, equipment, miscellaneous materials and hardware necessary for a complete and acceptable installation.

The Contract unit price for removal of poles, mast arms, and monotube assemblies will include the removal of all attachments (arms, vehicle signals, light fixtures, pedestrian signals, pedestrian detectors and other incidentals).

When shallow pole removal is called for, remove the pole, foundation, and all accessories or attachments (including pole keys, dead men, guying apparatus, conduit, anchor bolts and reinforcing steel) to a minimum depth of four feet below existing grade.

When deep pole removal is called for in the Plans, completely remove the pole including the foundation and all accessories or attachments as listed above.

649-11 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section. Sign panels and signal assemblies will be paid for separately.

Payment will be made under:

Item No. 649- Steel Mast Arm Assembly - each.

Item No. 649- Steel Monotube Assembly - each.

Item No. 649- Steel Strain Pole - each.

Item No. 649- Steel CCTV Pole - each.

EXHIBIT G

Utility Lane: The designated width of roadway pavement marked to separate street change, turning, passing and climbing maneuvers from through traffic.

Detour, Lane Shift, and Diversion

A **detour** is the redirection of traffic onto another roadway to bypass the temporary traffic control zone. A **lane shift** is the redirection of traffic into a different section of the permanent pavement. A **diversion** is the redirection of traffic onto a temporary roadway, usually adjacent to the permanent roadway and within the limits of the right of way.

Aboveground Hazard

An aboveground hazard is any object, material or equipment other than traffic control devices that encroaches upon the travel way or that is located within the clear zone which does not meet the Department's safety criteria, i.e., anything that is greater than 4' in height and is firm and unyielding or doesn't meet breakaway requirements.

TEMPORARY TRAFFIC CONTROL DEVICES

All temporary traffic control devices shall be on the Department's Approved Products List (APL). Ensure the appropriate APL number is permanently marked on the device in a readily visible location.

All temporary traffic control devices shall be removed as soon as practical when they are no longer needed. When work is suspended for short periods of time, temporary traffic control devices that are no longer appropriate shall be removed or covered.

Arrow Boards, Portable Changeable Message Signs, Radar Speed Display Trailer, Portable Regulatory Signs, and any other trailer mounted device shall be delineated with a temporary traffic control device placed at each corner when in use and shall be moved outside the travel way and clear zone or be shielded by a barrier or crash cushion when not in use.

PEDESTRIAN AND BICYCLIST

When an existing pedestrian way or bicycle way is located within a traffic control work zone, accommodation must be maintained and provision for the disabled must be provided.

Only approved pedestrian longitudinal channelizing devices may be used to delineate a temporary traffic control zone pedestrian walkway.

Advanced notification of sidewalk closures and marked detours shall be provided by appropriate signs.

OPTION 2 (OVERHEAD WORK ABOVE AN OPEN TRAFFIC LANE)

Overhead work above an open traffic lane is allowed if all of the following conditions are met:

- a. Work operation is located on a utility pole, light pole, signal pole, or their appendages.
- b. Work operations are 60 minutes or less.
- c. Speed limit is 45 mph or less.
- d. No encroachment by any part of the work activities and equipment within an area bounded by 2 feet outside the edge of travel way and 18 feet high.
- e. Aerial lift equipment in the work area has high-intensity rotating, flashing, oscillating, or strobe lights operating.
- f. Volume or complexity of the roadway may dictate additional devices, signs, flagmen or other traffic control officer.
- g. Adequate precautions are taken to prevent parts, tools, equipment and other objects from falling into open lanes of traffic.
- h. Other Governmental Agencies, Rail Facilities, or Codes may require a greater clearance. The greater clearance required prevails as the rule.

OPTION 3 (OVERHEAD WORK ADJACENT TO AN OPEN TRAFFIC LANE)

Overhead work adjacent to an open traffic lane is allowed if all of the following conditions are met:

- a. Work operation is located on a utility pole, light pole, signal pole, or their appendages.
- b. Work operations are 1 day or less.
- c. Speed limit is 45 mph or less.
- d. No encroachment by any part of the work activities and equipment within 2 feet from the edge of travel way up to 18' height. Above 18' in height, no encroachment by any part of the work activities and equipment over the open traffic lane (except as allowed in Option 2 for work operations of 60 minutes or less).
- e. Aerial lift equipment in the work area has high-intensity rotating, flashing, oscillating, or strobe lights operating.
- f. Volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.
- g. Adequate precautions are taken to prevent parts, tools, equipment and other objects from falling into open lanes of traffic.
- h. Other Governmental Agencies, Rail Facilities, or Codes may require a greater clearance. The greater clearance required prevails as the rule.

over open lanes) of traffic with no encroachment of any part of the work activities, materials or equipment within the minimum vertical clearance above the travel way. The utility shall take precautions to ensure that pull ropes and conductors/cables do not sag below the minimum vertical clearance.

On Limited Access facilities, a site specific temporary traffic control plan is required. The temporary traffic control plan shall include:

- a. The temporary traffic control set up for the initial pulling of the full rope across the roadway.
- b. During pulling operations, advance warning consisting of no less than a Changeable Message Sign upstream of the work area with alternating messages, "Overhead Work Ahead" and "Be Prepared to Stop" followed by a traffic control officer and police vehicle with blue lights flashing during the pulling operation.

RAILROADS

Railroad crossings affected by a construction project should be evaluated for traffic controls to reduce queuing on the tracks. The evaluation should include as a minimum traffic volumes, distance from the tracks to the intersections, lane closure or taper locations, signal timing, etc.

SIGHT DISTANCE

Tapers: Transition tapers should be obvious to drivers. If restricted sight distance is a problem (e.g., a sharp vertical or horizontal curve), the taper should begin well in advance of the view obstruction. The beginning of tapers should not be hidden behind curves.

Intersections: Traffic control devices at intersections must provide sight distances for the road user to perceive potential conflicts and to traverse the intersection safely. Construction equipment and materials shall not restrict intersection sight distance.

ABOVEGROUND HAZARD

Aboveground hazards (see definition) are to be considered work areas during working hours and treated with appropriate work zone traffic control procedures. During nonworking hours, all objects, materials and equipment that constitute an aboveground hazard must be stored/placed outside the travel way and clear zone or be shielded by a barrier or crash cushion.

For aboveground hazards within a work zone the clear zone required should be based on the regulatory speed posted during construction.

<p>LAST REVISION 07/01/15</p>	<p>DESCRIPTION:</p>	<p>2016 DESIGN STANDARDS</p>	<p>GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES</p>	<p>INDEX NO. 600</p>	<p>SHEET NO. 2 of 12</p>
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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

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 REVOCABLE LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE CITY OF LIGHTHOUSE POINT; PROVIDING AN EFFECTIVE DATE (NO COST)

Summary of Purpose and Why:

Attached please find the Revocable License Agreement between the City of Pompano Beach and the City of Lighthouse Point. The Agreement will allow the City to use certain right-of-way property for the purpose of cleaning and painting (5) different area mast arm columns, located in the intersections of Federal Highway and N.E. 29th Street, N.E. 33rd Street, and Sample Road. The Agreement will obtain and enforce the same warranty from the City's future Contractor for this proposed work in the City of Lighthouse Point pursuant to this Agreement.



Accomplishing this item supports achieving initiative 5.4.2. "Paint traffic signal arms "identified in the City's Strategy to Increase Community Accessibility and Mobility.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Engineering Department
- (2) Primary staff contact: Horacio Danovich / Anthony Alhashemi Ext 7834 / 4029
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: CIP 12-197, No fiscal impact at this time

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Engineering	<u>6/2/16</u>	APPROVE	
City Attorney	<u>6/2/16</u>	APPROVE	
Finance	<u>6/2/16</u>	APPROVE	
Budget	<u>6/2/16</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			

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 REVOCABLE LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE CITY OF LIGHTHOUSE POINT; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Revocable License Agreement between the City of Pompano Beach and the City of Lighthouse Point, 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 Revocable License Agreement between the City of Pompano Beach and the City of Lighthouse Point.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm/ds
6/2/16
l:reso/2016-196

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2016, by and between:

CITY OF POMPAÑO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "LICENSEE,"

and

CITY OF LIGHTHOUSE POINT, a municipal corporation of the State of Florida, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, LICENSEE desires to obtain from CITY a license to use certain CITY right-of-way property for the purpose of cleaning and painting five (5) different area Mast Arms Columns, located in the intersections of Federal Highway and Sample Road, Federal Highway and N.E. 29th Street and Federal Highway and N.E. 33rd Street.

WHEREAS, inasmuch as the use of said CITY property by LICENSEE for this restricted purpose will not interfere with the rights enjoyed by the public and will be without cost to the public either directly or indirectly.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and conditions hereinafter contained, it is agreed by the parties hereto as follows:

1. CITY hereby grants to LICENSEE and LICENSEE hereby accepts from CITY a license to access by the LICENSEE and its Contractor, areas located immediately adjacent to the traffic control devices and related equipment in the portion of right-of-way/intersection located at Federal Highway and Sample Road (Northeast and Southeast sections), Federal Highway and N.E.

29th Street (North, East, and Southeast sections) and Federal Highway and N.E. 33rd Street (Northeast section) for the purpose of cleaning and painting the five (5) Mast Arm Columns within the Right-of-way of CITY as depicted in the attachment hereto, designated as Exhibit "A" and incorporated in this License Agreement. It is expressly agreed and understood between the parties that no above-ground rights are granted to LICENSEE except when cleaning and painting the five (5) identified Mast Arm Columns. All work of cleaning and painting shall be done to the satisfaction of the CITY.

2. This license shall continue from day to day commencing on the date of execution hereof by all parties for two (2) years or until terminated in accordance with provisions hereinafter stated, and said continuation after an initial one year, shall be for warranty repairs, by Licensee's Contractor. In that regard, Licensee shall obtain and enforce the same warranty from its Contractor that it obtains for the same work performed for itself by Contractor for the project, for all work performed in the City pursuant to this Agreement.

3. LICENSEE agrees to pay CITY as compensation for this License the sum of One (\$1.00) Dollar per annum. Receipt of the first payment of One (\$1.00) Dollar is hereby acknowledged.

4. This license may, at the option of LICENSEE with the advanced written consent of the CITY's Administrator, be renewed from year to year after the initial term upon payment by LICENSEE to CITY of the sum of One (\$1.00) Dollar per annum.

5. This license may be terminated by CITY at any time, for no express reason, upon giving thirty (30) days' written notice to LICENSEE by certified mail as further provided in paragraph 12 herein. Upon termination, LICENSEE agrees, if so requested by CITY, to remove at its sole expense all encroachments lying in, along and under the licensed portion of the right-of-way and to restore the area, excluding removal of any modification already made by LICENSEE, if any,

to the licensed premises, to its former condition as determined in the sole discretion of the LICENSEE's Public Works Administrator.

6. LICENSEE specifically agrees that it will use the CITY right-of-way pursuant to this license only for the purpose of cleaning and painting the five (5) Mast Arm Columns as described herein the attached diagram Exhibit "A". Further, that it will not suffer or permit the premises or any part thereof to be used for any other purpose without the express written consent of CITY.

7. It is expressly understood and agreed that no real or personal property is leased to LICENSEE; that it is a LICENSE, not Lease; that the LICENSEE'S right to occupy the right-of-way is subordinate to CITY'S (or any franchisee of CITY) use of said licensed premises, and should any relocation of any public utility be necessitated at any time in the future, then LICENSEE shall relocate, if practicable, or terminate its use of the licensed premises at its own expense.

8. During the term of this License and any subsequent renewal, LICENSEE and its Contractors assumes all risks in the cleaning and painting of the described five (5) Mast Arm Columns, the term of this License and any renewal located along and under the licensed premises and shall be solely responsible and answerable in damages for all accidents or injuries to person or property arising out of or caused in the performance of any of the work done pursuant to the Agreement, or arising out of the cleaning and painting. LICENSEE and its' Contractors further covenants and agrees to indemnify and keep harmless CITY and its officers and employees from any and all claims (which shall include, but not be limited to, the defense of any claim and any and all costs in any judicial or quasi-judicial proceedings and for any and all damages or penalties of any kind or nature), suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of the cleaning and painting of the described five (5) Mast Arm Columns or the carelessness, negligence or improper conduct of LICENSEE or any servant, agent or employee of LICENSEE.

9. LICENSEE'S Contractor shall procure at its own cost and expense Comprehensive General Liability Insurance coverage in an amount not less than One Million (\$1,000,000.00) Dollars combined single limit in addition to any other insurance or bond CITY may require, which insurance will protect LICENSEE, CITY, and their officers and employees from any claims for damages to property and for personal injuries, including death, which may arise on said property during the term of this agreement and any renewals. The insurance policy shall contain a thirty (30) day cancellation clause period and a Certificate of Insurance shall be furnished the CITY, naming the City of Lighthouse Point as an additional insured pursuant to this Agreement. A copy of said certificate confirming the above insurance requirements shall be provided to CITY prior to commencement of any work under this Agreement.

10. Neither party may assign, transfer, convey or otherwise dispose of this license to any other person or corporation without the previous written consent of the other party. In the event of an attempt to assign, transfer, convey or otherwise dispose of this license to any person not specifically a party to this Agreement and license, then this license shall be null and void and terminated without notice to the party attempting such.

11. Any notice required under the terms of this License Agreement must be in writing and must be sent by certified mail to the address of the party to whom the notice is to be given.

Addresses of the parties are as follows:

FOR CITY: John D. Lavisky, City Administrator
City of Lighthouse Point
2200 NE 38th Street
Lighthouse Point, Florida 33064

FOR LICENSEE: Dennis W. Beach, City Manager
City of Pompano Beach
Post Office Box 1300
Pompano Beach, Florida 33061-1300

12. This License Agreement shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this License Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this License Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this License Agreement are solely for the convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Revocable License is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this License, unless otherwise expressly provided. All terms and words used in this License Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

13. This License Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

14. Nothing contained in this License Agreement is intended to serve as a waiver of sovereign immunity by the CITY or LICENSEE as provided for in Fla. Stat. 768.28.

15. Each party shall maintain its own respective records and documents associated with this License Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with the law.

16. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligation herein and that the preparation of this License has been their joint effort.

IN WITNESS WHEREOF, the parties to this License Agreement have set their hands and seals on the day and year first above written.

“LICENSEE”:

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

By: _____

DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CITY":

Witnesses:

CITY OF LIGHTHOUSE POINT

[Signature]

By: [Signature]
GLENN TROAST, MAYOR

[Signature]

By: [Signature]
JOHN D. LAVISKY CITY ADMINISTRATOR

Attest:

[Signature]
JENNIFER M. OH, CITY CLERK



Approved by:

[Signature]
CITY ATTORNEY

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20th day of APRIL, 2016 by GLENN TROAST, as Mayor, JOHN D. LAVISKY, as City Administrator, and JENNIFER M. OH, as City Clerk, of the City of Lighthouse Point, a municipal corporation on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

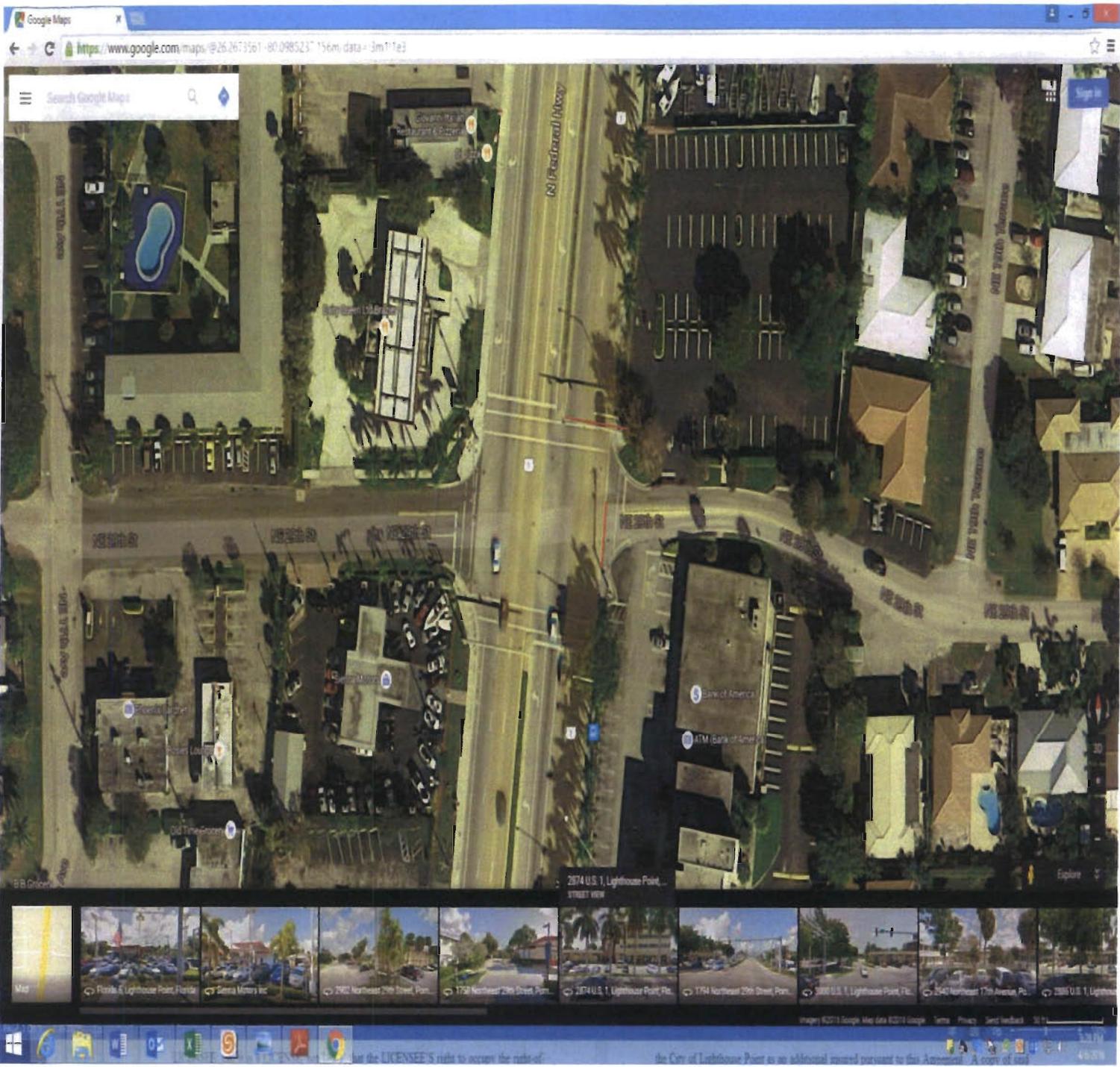
Elizabeth Barnett
(Name of Acknowledger Typed, Printed or Stamped)



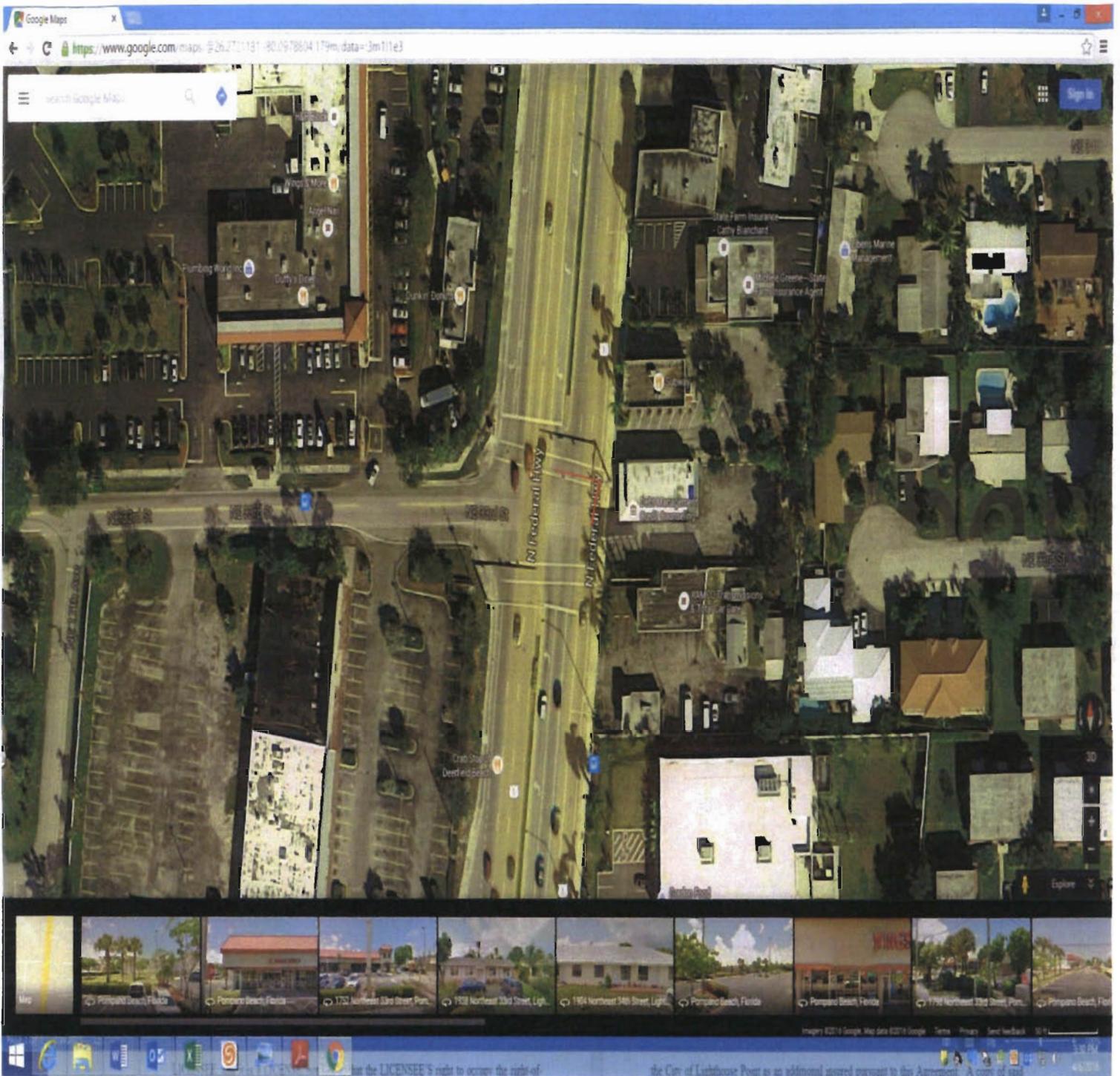
FF119370
Commission Number

:jrm
4/19/16
L.:Agr/DevSrcv/2016-543

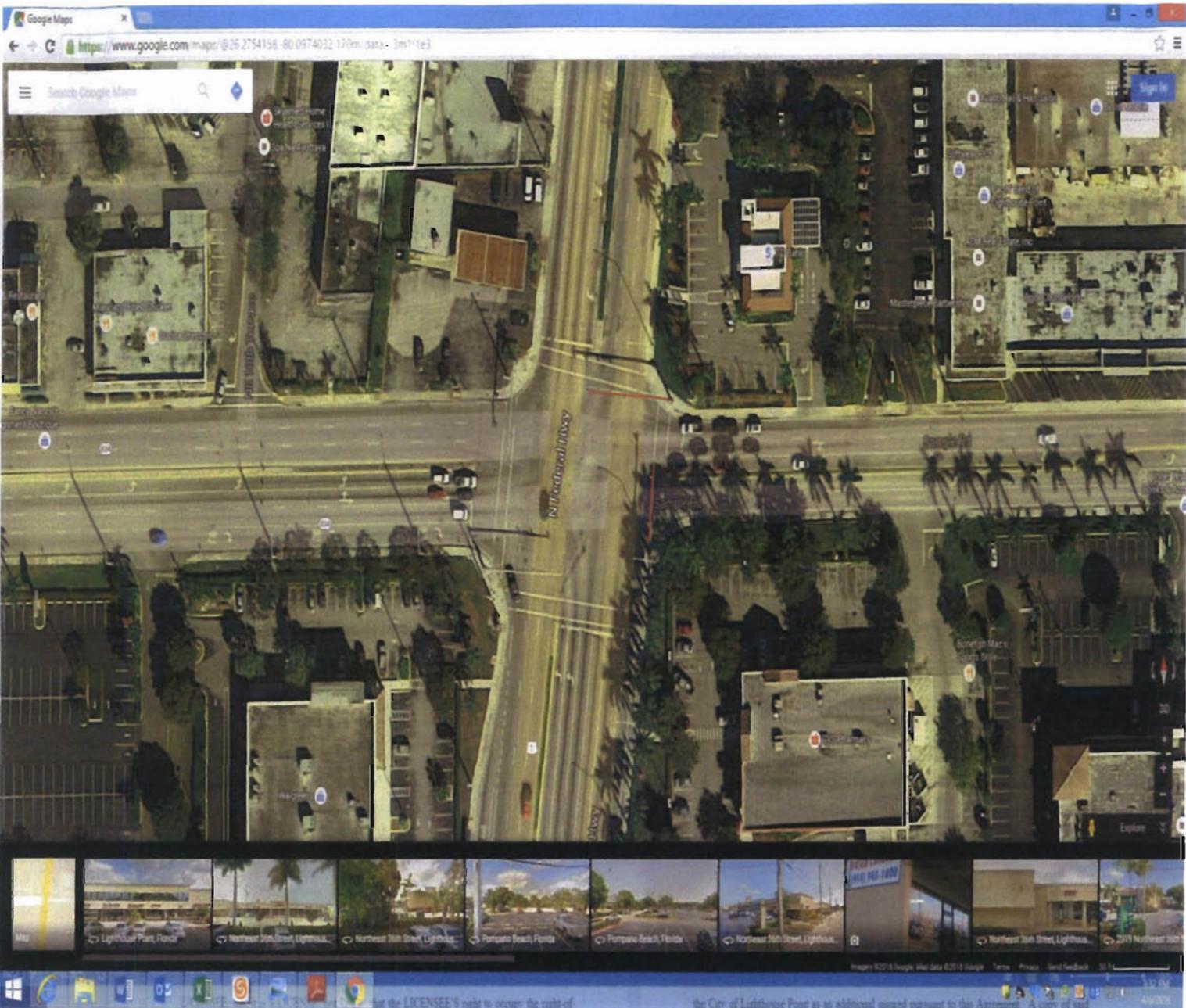
EXHIBIT A



NE 29th St & Federal Highway
Qty (2) Mast Arms on COLP Side



NE 33rd St & Federal Highway
Qty (1) Mast Arm Column with (2) Arms on COLP Side



Sample Road & Federal Highway
Qty (2) Mast Arms on COLP Side

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION:

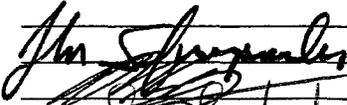
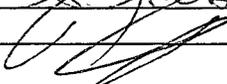
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SHARED COMMON DOCKING AREA AGREEMENT AMONG BRIAN ANDREW MUELLER AND LIZETTE GARCIA-MUELLER, FABIO SANTANA AND CLEIA BENACIO, AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE (No Cost).

Summary of Purpose and Why:

Section 151.03 (F), "Structures in Waterways" of the City of Pompano Beach Code of Ordinances requires that if an Owner desires to construct a dock adjacent to his property in which two or more lots share a common docking area, the affected Owners shall enter into an Agreement with the City which shall state that the affected Owners have reviewed and approved the proposed plans as it relates to the placement of any structure in the common docking area. The language in this Agreement indemnifies the City from any liability. Attached please find this Agreement which has been signed by both Owners and requires City execution prior to recordation with the County.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Engineering
- (2) Primary staff contact: John Sfiropoulos, PE Ext 7044
- (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
Engineering	<u>6/11/16</u>	APPROVE	
City Attorney	<u>6/5/16</u>	APPROVE	
Finance	<u>6/21/16</u>	APPROVE	
Budget	<u>6/21/16</u>	APPROVE	

- Advisory Board
- Development Services Director
- City Manager 

James W. Beal

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2016-848

May 27, 2016

TO: John Sfiropoulos, P.E., City Engineer
FROM: Mark E. Berman, City Attorney
RE: Resolution – Shared Common Docking Area Agreement

Pursuant to your memorandum dated May 26, 2016, Engineering Department Memorandum No. 16-88, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPAÑO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SHARED COMMON DOCKING AREA AGREEMENT AMONG BRIAN ANDREW MUELLER AND LIZETTE GARCIA-MUELLER, FABIO SANTANA AND CLEIA BENACIO, AND THE CITY OF POMPAÑO BEACH; PROVIDING AN EFFECTIVE DATE.

Please ensure that the language we discussed is inserted into the Agreement prior to submitting the resolution to the City Commission.



MARK E. BERMAN

/jrm
l:cor/engr/2016-848

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 SHARED COMMON DOCKING AREA AGREEMENT AMONG BRIAN ANDREW MUELLER AND LIZETTE GARCIA-MUELLER, FABIO SANTANA AND CLEIA BENACIO, AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Shared Common Docking Agreement among Brian Andrew Mueller and Lizette Garcia-Mueller, Fabio Santana and Cleia Benacio, and the City of Pompano Beach, 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 among Brian Andrew Mueller and Lizette Garcia-Mueller, Fabio Santana and Cleia Benacio, and the City of Pompano Beach,

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

SHARED COMMON DOCKING AREA AGREEMENT

THIS IS AN AGREEMENT by and among Brian Andrew Mueller and Lizette Garcia-Mueller (hereinafter "OWNER A"), whose address is 3208 Dover Road, Pompano Beach, Florida 33062, and Fabio Santana and Cleia Benacio (hereinafter "OWNER B"), whose address is 2305 North Ocean Blvd, Pompano Beach, Florida 33062, and the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY."

WHEREAS, OWNER A desires to construct a dock adjacent to his property legally described as follows:

HILLSBORO SHORES SEC B 22-39 B LOT 5 BLK 16

WHEREAS, the said properties owned by OWNERS A and B share a common docking area as defined by Chapter 151 of the Pompano Beach Code of Ordinances; and

WHEREAS, Section 151.03 (F), "Structures in Waterways," of the Pompano Beach Code of Ordinances requires that if two or more lots share a common docking area, the owners shall enter into an agreement with the City which shall state the property owners have reviewed and approved the proposed plans as it relates to the placement of any structure in the common docking area as well as the proposed docking of any boat or watercraft; and

WHEREAS, OWNERS A and B reached an agreement relating to the placement of a dock adjacent to the property owned by OWNER A and desire to memorialize the agreement;

and

IN CONSIDERATION of the mutual promises, terms and conditions contained herein, OWNERS A and B and the CITY agree as follows:

1. To avoid controversy regarding the sharing of riparian rights and to comply with the ordinances of the City of Pompano Beach, OWNERS A and B have entered into this agreement as a benefit to each other.

2. OWNER B has reviewed and has approved the proposed plan, a copy of which is attached hereto and made a part hereof as Exhibit "A" for the placement of a dock and other structures in the common docking area adjacent to OWNER A's property and grants unto OWNER A the full right to erect, maintain and keep such structures.

3. The parties have agreed to the docking of any boat in the common docking area and agree that this agreement does not provide any other rights or authority as except as specifically provided herein.

4. OWNER A may make repairs to the said dock shown on Exhibit "A" attached, but may not make further alterations or additions without agreement of all parties.

5. This agreement is made on the expressed condition that OWNERS A and B agree that CITY shall be free from all claims for damages for injury to any person, death of any person, or damage to property of any kind from any cause that occurs as a result of this agreement during the terms of this agreement. OWNER A shall indemnify CITY and its agents and employees against all liability, including legal and attorney's fees, resulting from any injury, death or damage described in this paragraph.

6. This agreement may not be terminated without the agreement of all parties.

7. This agreement shall be binding upon and shall inure to the benefit of OWNER A and his successors, and any person or other entity that may at any time hereafter become the owner of any one or more of the properties described above.

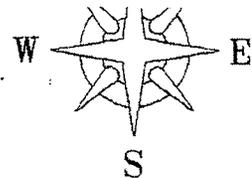
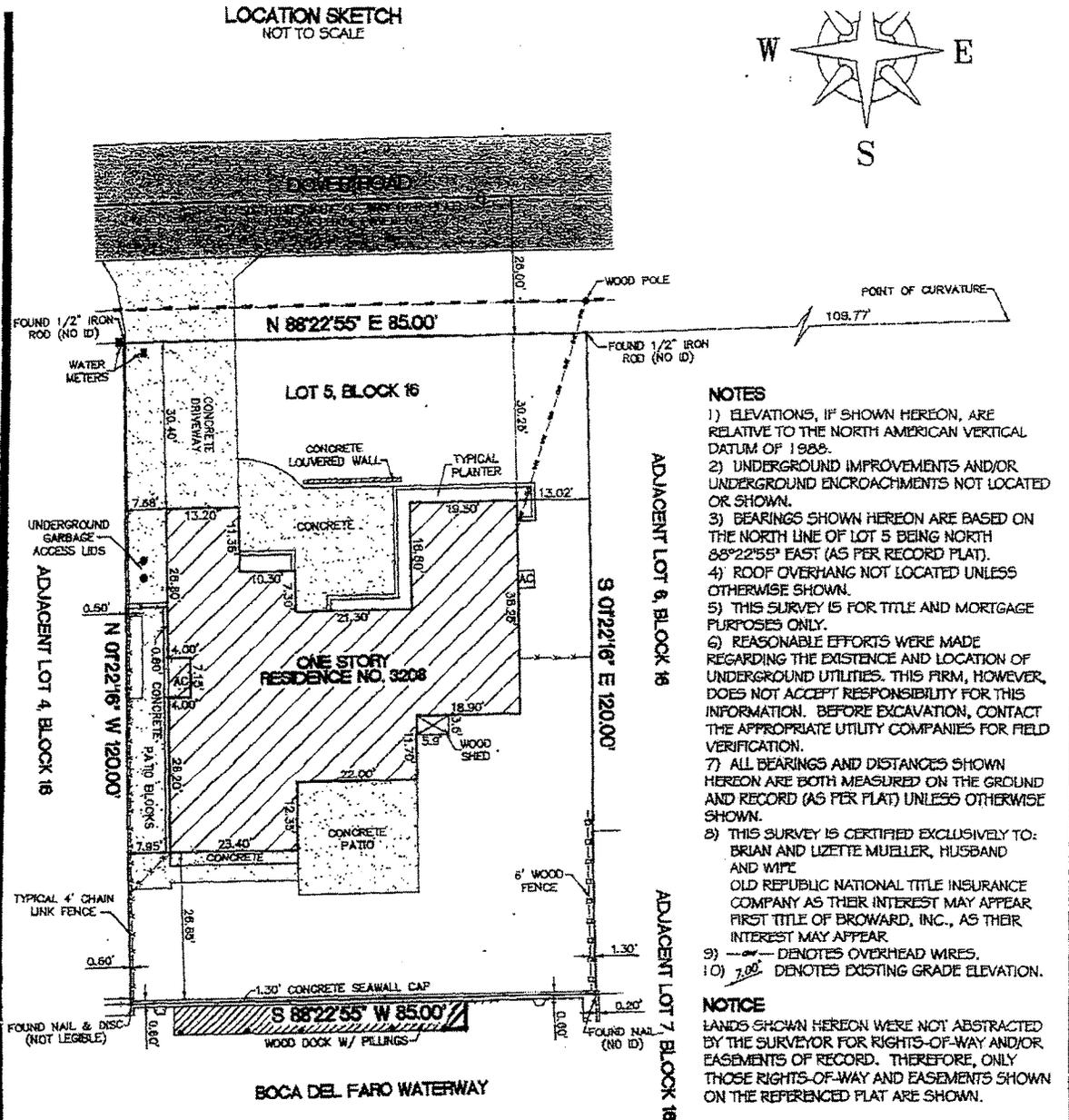
8. The provisions contained herein shall be restrictions and covenants running with the land and shall be binding upon the heirs, successors and assigns of the parties.

EXHIBIT A

POST CONSTRUCTION PLAN VIEW

1. Remove the existing 5' x 60' dock and piles
2. Install 8 batter piles and 85 lf. of seawall cap.
3. Install a +/-6' x 50' new wood dock.

(edge of dock to be +/-8' from the seawall wet-face)



- NOTES**
- 1) ELEVATIONS, IF SHOWN HEREON, ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
 - 2) UNDERGROUND IMPROVEMENTS AND/OR UNDERGROUND ENCROACHMENTS NOT LOCATED OR SHOWN.
 - 3) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF LOT 5 BEING NORTH 88°22'55" EAST (AS PER RECORD PLAT).
 - 4) ROOF OVERHANG NOT LOCATED UNLESS OTHERWISE SHOWN.
 - 5) THIS SURVEY IS FOR TITLE AND MORTGAGE PURPOSES ONLY.
 - 6) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION, CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
 - 7) ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BOTH MEASURED ON THE GROUND AND RECORD (AS PER PLAT) UNLESS OTHERWISE SHOWN.
 - 8) THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: BRIAN AND LIZETTE MUELLER, HUSBAND AND WIFE
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AS THEIR INTEREST MAY APPEAR
FIRST TITLE OF BROWARD, INC., AS THEIR INTEREST MAY APPEAR.
 - 9) --- DENOTES OVERHEAD WIRES.
 - 10) 7.00' DENOTES EXISTING GRADE ELEVATION.

NOTICE
LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD. THEREFORE, ONLY THOSE RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THE REFERENCED PLAT ARE SHOWN.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

FLOOD INFORMATION	
FLOOD ZONE: X	BASE FLOOD ELEV.: N/A
COMMUNITY PANEL #120055 0189 H	
BUILDING DIAGRAM N/A	MAP DATE: 08-18-14
LOWEST FLOOR ELEVATION: N/A	
GARAGE FLOOR ELEVATION: N/A	

CLIENT: MUELLER
PROJECT NO: 20107
SURVEY DATE: SEPTEMBER 23, 2014

BOUNDARY SURVEY

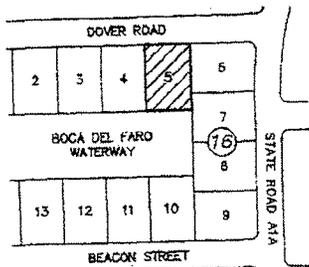
BY

KERI LAND SURVEYING, INC.

1840 NORTH FINE ISLAND ROAD
PLANTATION, FLORIDA 33322

PHONE (954) 473-8010 FAX (954) 473-8020

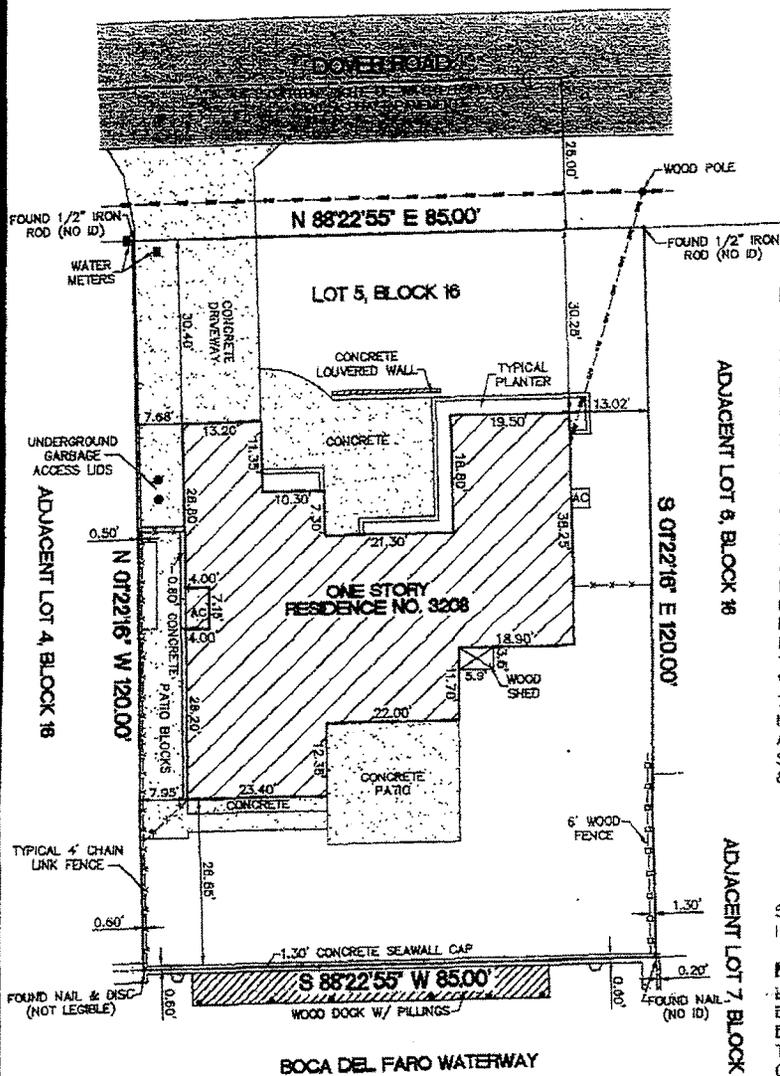
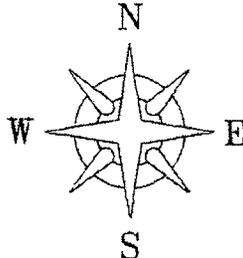
CERTIFICATE OF AUTHORIZATION LB#7886 . E-MAIL: KERILANDSURVEYING@YAHOO.COM



LOCATION SKETCH
NOT TO SCALE

LEGAL DESCRIPTION:

LOT 5, BLOCK 16 OF 'HILLSBORO SHORES SECTION B' ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22 AT PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



NOTES

- 1) ELEVATIONS, IF SHOWN HEREON, ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
- 2) UNDERGROUND IMPROVEMENTS AND/OR UNDERGROUND ENCROACHMENTS NOT LOCATED OR SHOWN.
- 3) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF LOT 5 BEING NORTH 88°22'55" EAST (AS PER RECORD PLAT).
- 4) ROOF OVERHANG NOT LOCATED UNLESS OTHERWISE SHOWN.
- 5) THIS SURVEY IS FOR TITLE AND MORTGAGE PURPOSES ONLY.
- 6) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION, CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- 7) ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BOTH MEASURED ON THE GROUND AND RECORD (AS PER PLAT) UNLESS OTHERWISE SHOWN.
- 8) THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: BRIAN AND LIZETTE MUELLER, HUSBAND AND WIFE OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AS THEIR INTEREST MAY APPEAR FIRST TITLE OF BROWARD, INC., AS THEIR INTEREST MAY APPEAR.
- 9) --- DENOTES OVERHEAD WIRES.
- 10) 7.00' DENOTES EXISTING GRADE ELEVATION.

NOTICE

LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD. THEREFORE, ONLY THOSE RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THE REFERENCED PLAT ARE SHOWN.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

[Signature] 9-22-12

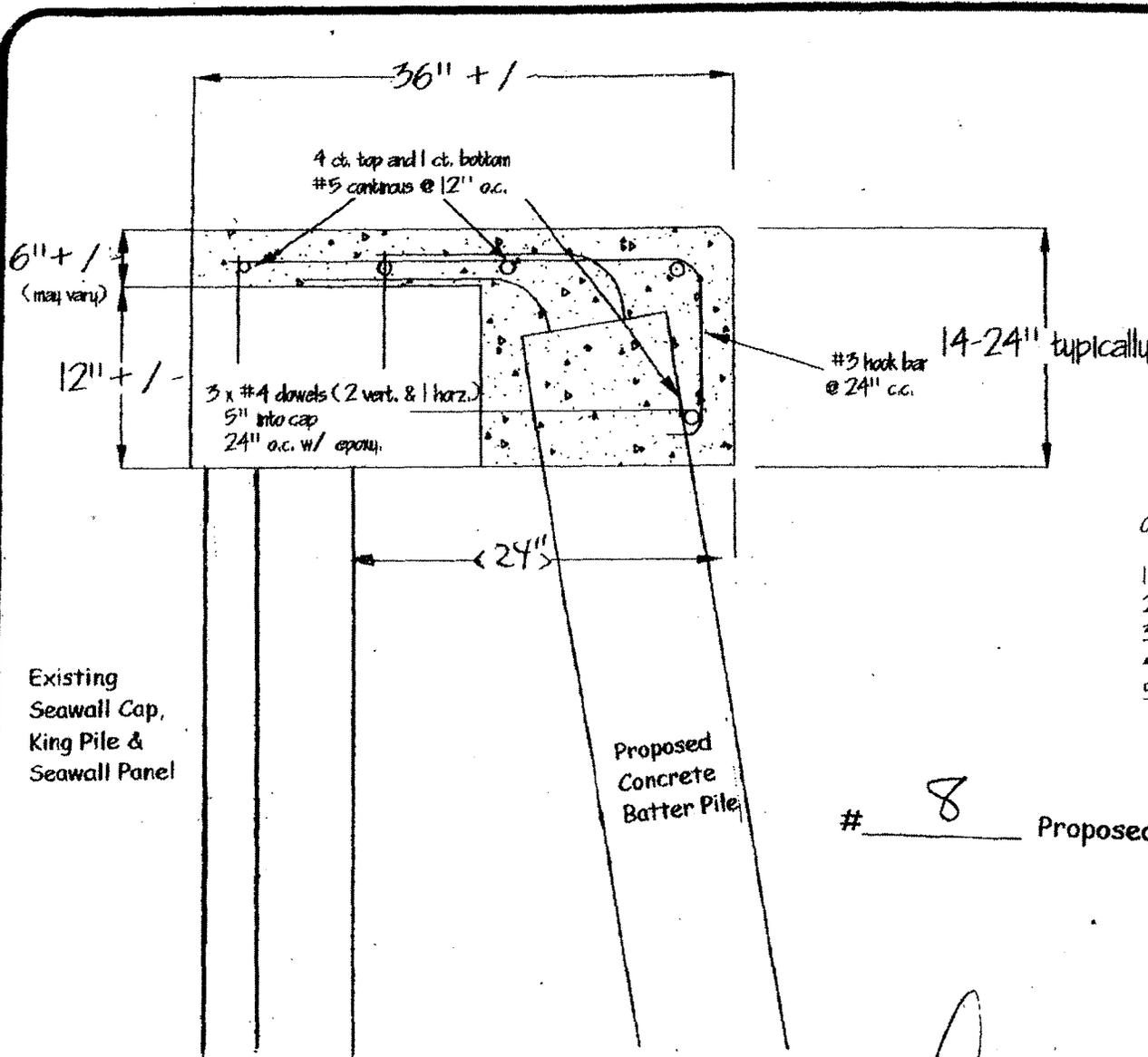
FLOOD INFORMATION

FLOOD ZONE: X	BASE FLOOD ELEV.: N/A
COMMUNITY PANEL #120055 0189 H	
BUILDING DIAGRAM: N/A	MAP DATE: 08-18-14
LOWEST FLOOR ELEVATION: N/A	
GARAGE FLOOR ELEVATION: N/A	

CLIENT: MUELLER

PROJECT NO.: 20107

SURVEY DATE: SEPTEMBER 23, 2014



12" x 12" precast concrete pile
 min embedment 10' w/ 10
 ton bearing capacity
 located at each king pile.
 Extend prestressed strands 18" into new cap.
 Min. 18 deg. batter angle.
 Max 25 deg. batter angle.

GENERAL NOTES:

1. All concrete to be 4000 psi.
2. All steel to be grade 60.
3. Min. Concrete cover to be 3".
4. All concrete to be cured properly.
5. Contractor to obtain utility clearance prior to pile driving. Call 1-800-432-4770.

8 Proposed Batter Piles

Alan W. Garcia
 10/31/15

Alan W. Garcia, P.E.
 Fla. Reg. #42564

Owner: *Muelle*

Contractor: Seatech Construction

Engineer: Alan W. Garcia, P.E.,
 4202 NW 54th Street
 Coconut Creek, FL 33073

Seawall Cap Over-Pair
 Sheet 1 of 1

Design By: ANWG Drawn By: ANWG Checked By: ANWG

Framing Table

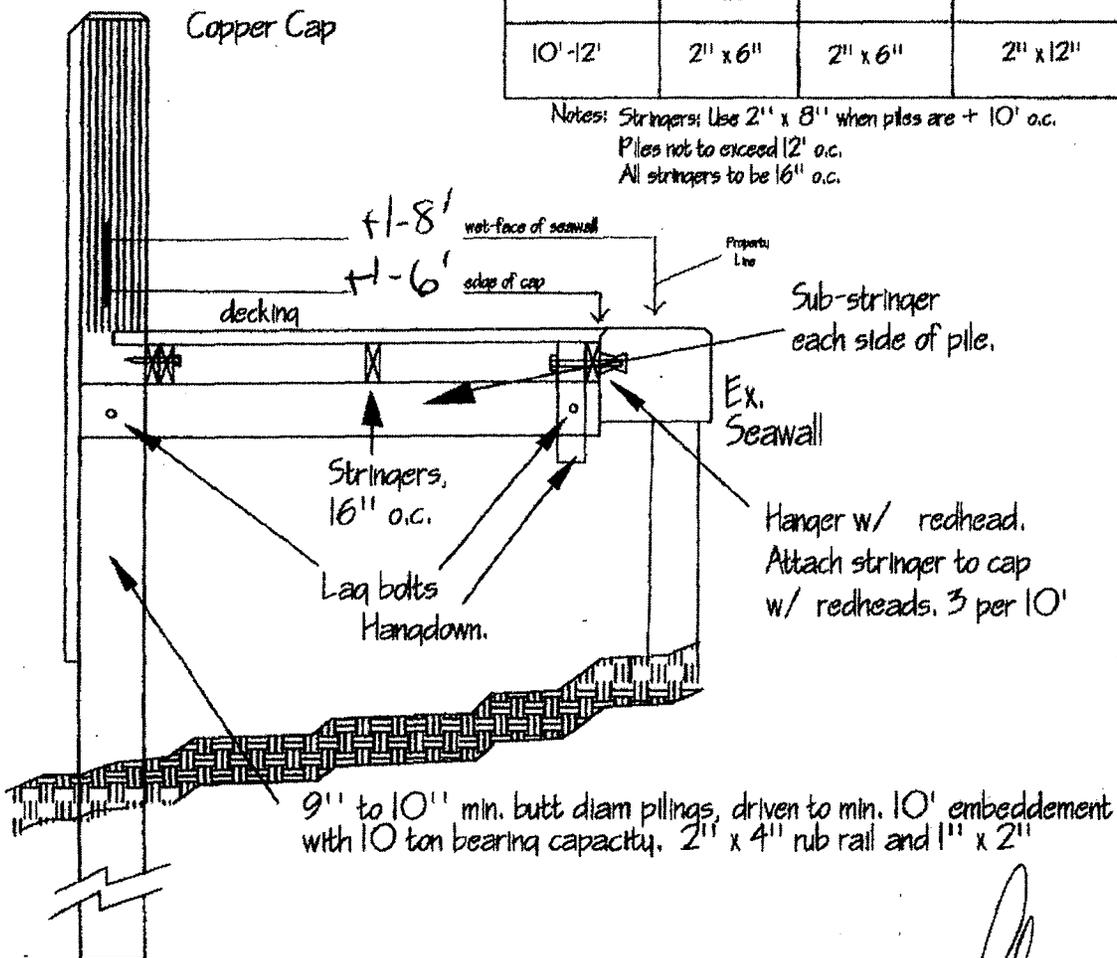
Dock Width	Decking	Stringers	Sub-Stringer	Hangdowns	Lag Bolts	Redheads
<6' Wide	2" x 6"	2" x 6"	2" x 8"	3" x 10"	1/2"	1/2"
6'-8'	2" x 6"	2" x 6"	2" x 8"	3" x 10"	1/2"	1/2"
8'-10'	2" x 6"	2" x 6"	2" x 10"	3" x 10"	5/8" (2)	5/8" (2)
10'-12'	2" x 6"	2" x 6"	2" x 12"	4" x 10"	3/4" (2)	3/4" (2)

NOTE: Contractor may use greater member size. Framing member minimum sizes shown in framing table.

Notes: Stringers: Use 2" x 8" when piles are + 10' o.c.
Piles not to exceed 12' o.c.
All stringers to be 16" o.c.

General Notes:

1. All dimension lumber shall be southern yellow pine #1, treated with 0.40 CCA wood preserv.
2. All hardware to be hot dipped galvanized or stainless steel.
3. Deck board nails to be 16d, h.d.g.
4. Timber piles shall be 2.50 CCA wood preserv.
5. All work to meet local Building and City Code
6. Contractor shall obtain subaqueous utility clearance prior to pile driving. Call 1-800-452-4770.



Typical Cross-section of dock n.t.s.


 Alan W. Garcia, P.E.
 Fla. Reg. #42564

Owner: *Mueller*

Contractor: Sea-Tech Construction

Engineer: Alan W. Garcia, P.E.
4202 NW 54th Street
Coconut Creek, FL 33073
(954) 304-0098

Boardwalk / Brock Dock Plan
Sheet 1 of 1



Site Address	3208 DOVER ROAD, POMPANO BEACH	ID #	4843 29 05 0850
Property Owner	GARCIA-MUELLER, LIZETTE MUELLER, BRIAN ANDREW	Millage	1511
Mailing Address	3208 DOVER RD POMPANO BEACH FL 33062-1210	Use	01
Abbreviated Legal Description	HILLSBORO SHORES SEC B 22-39 B LOT 5 BLK 16		

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 as reflected on the Nov. 1, 2015 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2016	\$495,720	\$202,080	\$697,800	\$595,540	
2015	\$459,000	\$160,340	\$619,340	\$591,410	\$11,624.46
2014	\$459,000	\$130,640	\$589,640	\$499,220	\$9,829.85

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	\$697,800	\$697,800	\$697,800	\$697,800
Portability	0	0	0	0
Assessed/SOH 15	\$595,540	\$595,540	\$595,540	\$595,540
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$25,000	0	\$25,000	\$25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$545,540	\$570,540	\$545,540	\$545,540

Sales History			
Date	Type	Price	Book/Page or CIN
9/25/2014	WD-Q	\$630,000	112551181
9/1/1984	WD	\$150,000	12007 / 430
5/1/1965	WD	\$22,000	

Land Calculations		
Price	Factor	Type
\$48.60	10,200	SF
Adj. Bldg. S.F. (Card, Sketch)		2153
Units/Beds/Baths		1/2/2.5

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
15								
R								
1								



Site Address	2305 N OCEAN BOULEVARD, POMPANO BEACH	ID #	4843 29 05 0870
Property Owner	SANTANA, FABIO BENACIO, CLEIA	Millage	1511
Mailing Address	2305 N OCEAN BLVD POMPANO BEACH FL 33062	Use	01

Abbreviated Legal Description	HILLSBORO SHORES SEC B 22-39 B LOT 7 BLK 16
-------------------------------	---

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 as reflected on the Nov. 1, 2015 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2016	\$408,580	\$114,760	\$523,340	\$411,090	
2015	\$378,320	\$114,760	\$493,080	\$408,240	\$7,798.51
2014	\$378,320	\$26,680	\$405,000	\$405,000	\$7,773.09

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	\$523,340	\$523,340	\$523,340	\$523,340
Portability	0	0	0	0
Assessed/SOH 14	\$411,090	\$411,090	\$411,090	\$411,090
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$25,000	0	\$25,000	\$25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$361,090	\$386,090	\$361,090	\$361,090

Sales History			
Date	Type	Price	Book/Page or CIN
5/7/2013	GD-Q	\$450,000	111555555
2/1/1968	WD	\$30,000	1521 / 0

Land Calculations		
Price	Factor	Type
\$37.80	10,809	SF
Adj. Bldg. S.F. (Card, Sketch)		1834
Units/Beds/Baths		1/2/3

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
15								
R								
1								

'OWNER A':

Witnesses:

Joseph Gilio
Witness 1 Signature

Print Name: Joseph Gilio

Vincent Montella
Witness 2 Signature

Print Name: Vincent Montella

Brian Mueller
Brian Mueller

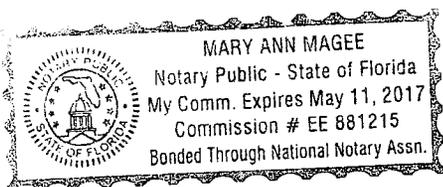
Lizette Mueller
Lizette Mueller

DATED: 5/13/16

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13 day of May, 2016 by Brian & Lizette Mueller. He/she are personally known to me or who produced (type of identification). _____

NOTARY'S SEAL:



MARY ANN MAGEE
NOTARY PUBLIC, STATE OF FLORIDA

MARY ANN MAGEE
(Name of Acknowledger Typed, Printed or Stamped)

EE 881215
Commission Number

'OWNER B':

Witnesses:

Joseph Gilio
Witness 1 Signature

Print Name: Joseph Gilio

VMS
Witness 2 Signature

Print Name: Vincent Montella

Fabio Santana
Fabio Santana

Cleia Benacio
Cleia Benacio

DATED: 5/13/16

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13 day of May, 2016 by Fabio Santana & Cleia Benacio. He/she are personally known to me or who produced (type of identification). _____

NOTARY'S SEAL:

MAGEE
NOTARY PUBLIC, STATE OF FLORIDA

MARY ANN MAGEE
Notary Public - State of Florida
My Comm. Expires May 11, 2017
Commission # EE 881215
Bonded Through National Notary Assn.

MARY ANN MAGEE
Name of Acknowledgee Typed, Printed or Stamped)
Notary Public - State of Florida
My Comm. Expires May 11, 2017
Commission # EE 881215
Bonded Through National Notary Assn.
Commission Number

9. This agreement shall be of no effect until it is properly executed by the OWNERS and CITY and recorded in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, CITY and OWNERS have executed this agreement on the respective dates under each signature.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

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,
approving and authorizing the proper city officials to execute an addendum to the
2016 Out-Of-School Time Programs Grant Memorandum of Understanding
between the City of Pompano Beach and the National Recreation and Park
Association.

Fiscal Impact: \$35,000 Grant Funds – National Recreation and Park Association
Term: April 4, 2016 – March 1, 2017

Summary of Purpose and Why:

The National Recreation and Park Association (NRPA) requested approval of an Addendum to the 2016 Out-of-School Time Programs Grant Memorandum of Understanding approved by City Resolution 2016-183. The NRPA has implemented the addendum as they recently discovered misuse of grant funds by a previous grantee and decided to put additional regulations in place regarding the use of grant funds. These regulations are now standard in all NRPA grant agreements unless otherwise stipulated. The grant funds will be used to support the Parks, Recreation and Cultural Arts Department's After School Programs and Summer Camps.

- (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: April 4, 2016 – March 1, 2017
- (4) Fiscal impact and source of funding: \$35,000 in grant funds to support the Parks, Recreation & Cultural Arts Department's Out-of-School Time Programs.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>6/2/16</u>	<u>Approved</u>	<u>[Signature] for Mark Beaudreau</u>
Finance	<u>6/2/16</u>	<u>Approved</u>	<u>[Signature]</u>
Budget	<u>6/2/16</u>	<u>[Signature]</u>	<u>[Signature]</u>
City Attorney	<u>6/2/16</u>	<u>[Signature]</u>	<u>[Signature]</u>
X City Manager	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>

ACTION TAKEN BY COMMISSION:

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

MEMORANDUM

Parks, Recreation & Cultural Arts

MEMORANDUM 16-A084

DATE: June 1, 2016

TO: Dennis Beach, City Manager

FROM: Mark Beaudreau, Recreation Programs Administrator *MB*

SUBJECT: Addendum NRPA Out-of-School Time Grant
Resolution. 2016-183

Please place the attached Resolution on the June 14, City Commission Agenda. The addendum is to the agreement approved via Resolution 2016-183 for the 2016 Out-of-School Time Programs Grant Memorandum of Understanding. The National Recreation and Park Association requested the addendum to the agreement as they recently discovered misuse of grant funds by a previous grantee and decided to put additional regulations in place regarding the use of grant funds. These regulations are now standard in all NRPA grant agreements unless otherwise stipulated.

The \$35,000 in grant funds will be used to support the Parks, Recreation and Cultural Arts Department's After School Programs and Summer Camps.

If you need any additional information regarding the agenda item please call me or Jonathan Nasser at 954-786-4191.

afh

cc: Jonathan Nasser, Interim Recreation Manager



City Attorney's Communication #2016-864
June 1, 2016

TO: Mark A. Beaudreau, Recreation Programs Administrator

FROM: Jill R. Mesojedec, FRP, Paralegal

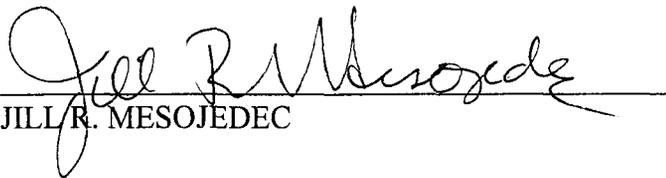
VIA: Mark E. Berman, City Attorney 

RE: Resolution – Addendum to the 2016 Out-of-School Time Programs Grant Memorandum of Understanding

Pursuant to your e-mail dated May 31, 2016, 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 AN ADDENDUM TO THE 2016 OUT-OF-SCHOOL TIME PROGRAMS GRANT MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POMPANO BEACH AND THE NATIONAL RECREATION AND PARK ASSOCIATION; PROVIDING AN EFFECTIVE DATE.

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


JILL R. MESOJEDEC

/jrm
l:cor/recr/2016-864

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 AN ADDENDUM TO THE 2016 OUT-OF-SCHOOL TIME PROGRAMS GRANT MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POMPANO BEACH AND THE NATIONAL RECREATION AND PARK ASSOCIATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission approved a Memorandum of Understanding between the City of Pompano Beach and the National Recreation and Park Association relating to the Out-of-School Time Programs Grant; and a copy of which is attached hereto and made a part hereof, and approved by City Resolution No. 2016-183; and

WHEREAS, the National Recreation and Park Association is requesting approval of an Addendum to the 2016 Out-of-School Time Programs Grant Memorandum of Understanding; now, therefore,

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

SECTION 1. That an Addendum to the Memorandum of Understanding between the City of Pompano Beach and the National Recreation and Park Association relating to the Out-of-School Time Programs Grant, a copy of which Addendum 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 Addendum between the City of Pompano Beach and the National Recreation and Park Association.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
6/1/16
l:reso/2016-223

"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 _____, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"Grant Agency":

Witnesses:

Daniel Sanford
Signature Witness #1
Daniel Sanford

Print Name Witness #1

Fed R. Mattieby
Signature Witness #2

Fed R. Mattieby
Print Name Witness #2

NATIONAL RECREATION AND PARK
ASSOCIATION

By: [Signature]
Anna Anselte 6-1-16

Print Name, Title

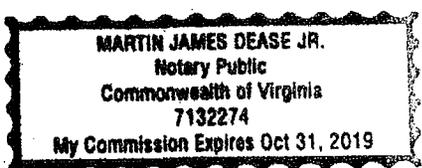
Date

STATE OF VIRGINIA

COUNTY OF LOUDOUN

The foregoing instrument was acknowledged before me this 1 day of June, 2016, by Anna Anselte of National Recreation and Park Association. He/She is personally known to me or who has produced drivers license (type of identification) as identification.

NOTARY'S SEAL:



Martin James Dease Jr.
NOTARY PUBLIC, STATE OF FLORIDA Virginia
Martin James Dease Jr.
(Name of Acknowledger Typed, Printed or Stamped)

7132274
Commission Number

Addendum to 2016 Out-of-School Time Programs Grant MOU

Use of Grant Funds

The Grantee shall use the full amount of the grant for the purposes set forth in the Budget Narrative. Unless otherwise agreed in writing by the Grantor, the Grantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Code;
- To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, without prior written approval of Grantor. Payments of salaries, other compensation, or expense reimbursement to employees of the Grantee within the scope of their employment do not constitute “grants” for these purposes and are not subject to these restrictions;
- Except as expressly may be authorized in the Grant Description, to provide a grant to any other organization without prior written approval of the Grantor; or
- To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.
- To travel to NRPA’s Annual Conference or any other conference travel, without prior written approval of Grantor.

All unspent or uncommitted grant funds shall be invested in highly liquid investments (such as an interest-bearing bank account) with the primary objective being preserving the grant funds availability for the project described in the Grant Description. Any interest or other income generated by the grant funds must be applied to the purposes described in the Grant Description.

City of Pompano Beach

Name of Agency

See attached signature page for the City of Pompano Beach

Signature

N/A

Printed Name

**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 NATIONAL RECREATION AND PARK ASSOCIATION RELATING TO THE OUT-OF-SCHOOL TIME PROGRAMS GRANT; 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 National Recreation and Park Association relating to the Out-of-School Time Programs Grant, 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 National Recreation and Park Association.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 10th day of May, 2016.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK



National Recreation and Park Association

0.5.3

April 4, 2016

Mark Beaudreau
City of Pompano Beach Parks, Recreation and Cultural Arts
1801 NE 6th Street
Pompano Beach, FL 33060

Dear Mark Beaudreau,

Thank you for applying for an Out-of-School Time Programs grant from the National Recreation and Park Association (NRPA) in partnership with the Walmart Foundation. I am pleased to inform you that your agency has been selected to receive grant funding in the amount of \$35000 to support your agency's out-of-school time programs.

Congratulations – we look forward to working with you to ensure as many children as possible receive nutritious meals and healthy enrichment activity during out-of-school times.

The grant agreement period is April 4, 2016 to March 1, 2017. During this period, your agency is required to:

1. Direct grant funds to:
 - A. Increase the number of healthy meals children in low-income communities receive through the Summer Food Service Program (SFSP) and the Child and Adult Care Food Program (CACFP) during out-of-school times.
 - B. Provide nutrition literacy to children and families that creates behavior change by teaching the importance of healthy eating.
 - C. Implement nutrition and physical activity standards that increase access to healthier foods and increase opportunities for physical activity.
 - D. Promote meal and program efficiencies that will decrease food waste and lead to more sustainable meal programs.
2. Provide a copy of your agency's W-9 along with this signed MOU by **May 15, 2016**.
3. Complete the following items at the beginning of the grant period. No grant funds will be disbursed until each of these items are complete.
 - a. Complete the Commit to Health pledge for each of your out-of-school time sites where you plan to implement the Healthy Eating and Physical Activity (HEPA) standards. Note that while this grant period is less than a year, Commit to Health is a five year initiative.
 - b. Complete the Alliance for a Healthier Generation's Healthy Out-of-School Time Assessment (accessible after registering your sites) at the beginning of the grant period and again by **January 15, 2017**.



National Recreation and Park Association

- c. Create an Action Plan for each of your out-of-school time sites where you will be implementing the HEPA standards (this can be done while completing the assessment) at the beginning of the grant period and again by January 15, 2017.
4. At least one representative from your agency must attend:
 - a. Mandatory preliminary phone conference on April 26, 2016.
 - b. Mandatory virtual training for Summer programming on May 10, 2016 (it is recommended that additional management and program staff attend this training).
 - c. Mandatory virtual training for Fall programming on August 16, 2016 (it is recommended that additional management and program staff attend this training).
5. Implement the Nutrition Literacy Curriculum in at least 4 out-of-school time sites in the Summer and Fall of 2016.
6. Implement the Cooking Matters at the Store Program in the Summer and Fall of 2016.
7. Promote the mHealth (mobile texting) campaign at your park and recreation sites to help engage parents and teens.
8. If selected, participate in an evaluation group conference call on May 17, 2016 and administer surveys pre and post-program to children and staff to evaluate the effectiveness of the nutrition literacy curriculum on increasing knowledge of nutrition and healthy living.
9. If requested, host a half-day site visit by NRPA staff, including local stakeholders.
10. If selected, host focus groups conducted by NRPA staff at one or more of your sites to include program participants, parents/caregivers, and staff.
11. Participate in occasional conference calls with NRPA and other grantees, as requested.
12. If requested, participate in a phone interview with NRPA and a consultant to share information on your successes, challenges, and lessons learned. Your information will be compiled into a case study publication which NRPA will produce as part of this initiative.
13. Share success stories, press releases, photos, videos, quotes, local media and other outreach information highlighting the impact of the grant throughout the grant period. (Please forward to Allison Colman at acolman@nrpa.org)
14. Submit a final report by **January 15, 2017** using an online survey tool provided by NRPA. This report will collect information, such as the number of healthy meals served and the number of children who participated in your out-of-school time programs. It will also collect information on how the grant funds were spent.

Termination for Cause: Either party shall have the right to terminate this MOU for cause if the other party (i) materially breaches its obligations and agreements hereunder, or (ii) commits and/or demonstrates gross neglect in the conduct of its duties hereunder. In addition, NRPA retains the right to terminate this MOU, upon written notice, if it determines



National Recreation and Park Association

that continued affiliation with your agency is inconsistent with its mission and/or adversely affects its reputation. In order to terminate this MOU for cause, and as a condition to exercising such right to terminate for cause, a party shall give the other party thirty (30) days' prior written notice of such intention to terminate, specifying in detail the grounds or reasons for such termination for cause. Following any notice of termination for cause, the receiving party shall be permitted a reasonable opportunity to cure such claimed cause to the reasonable satisfaction of the other party.

Please acknowledge your agreement to the terms above by signing below. Upon receipt of this signed form, your agency's W-9, and NRPA's verification that your Commit to Health pledges and Healthy Out-of-School Time Assessments and Action Plans have been completed, a check will be issued for your grant funds minus \$5000 that will be disbursed upon completion of all grant requirements.

City o Pompano Beach

**Jonathan Nasser, Interim Recreation Manger
Mark Beaudreau, Recreation Programs Administrator**

Name of Agency

Primary Point of Contact

See attached City Signature Page

jonathan.nasser@copbfl.com

Signature

mark.beaudreau@copbfl.com

Email for Primary Contact

Printed Name

954-786-4191

Telephone for Primary Contact

59-6000411

EIN Number

Once signed, please scan and e-mail to Allison Colman, Program Manager, at acolman@nrpa.org. Please do not hesitate to contact Allison directly at (703) 858-2156 should you have any questions.

Sincerely,

Rebecca Wickline

Rebecca Wickline
Vice President, Business Development

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Christine Keudd

By: [Signature]
LAMAR FISHER, MAYOR

[Signature]

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

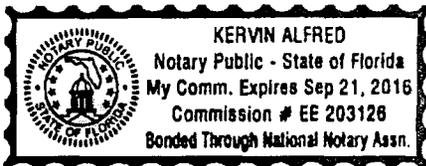
The foregoing instrument was acknowledged before me this 11th day of May, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



"Grant Agency":

NATIONAL RECREATION AND PARK ASSOCIATION

Witnesses:

Daniel Sanford
Signature Witness #1

Daniel Sanford
Print Name Witness #1

Ted R. Mattingly
Signature Witness #2

Ted R. Mattingly
Print Name Witness #2

By: [Signature]

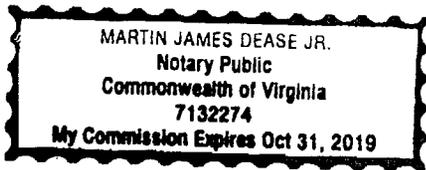
Anna Ansello, CFO 5.6.16
Print Name, Title Date

STATE OF ~~FLORIDA~~ Virginia
COUNTY OF Loudoun

The foregoing instrument was acknowledged before me this 6 day of May, 2016, by Anna Ansello of National Recreation and Park Association. He/She is personally known to me or who has produced Drivers License (type of identification) as identification.

NOTARY'S SEAL:

Martin James Dease Jr
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Virginia
Martin James Dease Jr
(Name of Acknowledger Typed, Printed or Stamped)
7132274
Commission Number



Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Pompano Beach		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input checked="" type="checkbox"/> Other (see instructions) ▶ Government		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) X Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 100 West Atlantic Boulevard / PO Box 1300		Requester's name and address (optional)
	6 City, state, and ZIP code Pompano Beach, FL 33060-33061		
	7 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 line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	OR
Employer identification number	
5 9 - 6 0 0 0 4 1 1	

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Jessie M. Dublin</i>	Date ▶ <i>6/10/15</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you; or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Meeting Date: June 14, 2016

Agenda Item

8

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
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SHORT TITLE APPOINTMENT TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **TOBI AYCOCK** TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF MAYOR LAMAR FISHER TO FILL THE UNEXPIRED TERM OF ELIZABETH ANDERSON; SAID TERM TO EXPIRE ON NOVEMBER 30, 2016; PROVIDING AN EFFECTIVE DATE.



Accomplishing this item supports achieving *Initiative 5.2.1*. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: Asceleta Hammond Ext. 4611
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>City Clerk's Office</u>	<u>5/24/16</u>	<u>Approve</u>	<u>Asceleta Hammond</u>
<input checked="" type="checkbox"/> City Manager	<u>[Signature]</u>	_____	<u>[Signature]</u>

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 _____	_____	_____	_____
_____	_____	_____	_____

RESOLUTION NO. 2016-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING TOBI AYCOCK TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF MAYOR LAMAR FISHER TO FILL THE UNEXPIRED TERM OF ELIZABETH ANDERSON; SAID TERM TO EXPIRE ON NOVEMBER 30, 2016; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Tobi Aycock is well qualified to serve as a member of the Planning and Zoning Board/Local Planning Agency of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That Tobi Aycock is hereby appointed to the Planning and Zoning Board/Local Planning Agency as appointee of Mayor Lamar Fisher to fill the unexpired term of Elizabeth Anderson; said term to expire on November 6, 2016.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



**CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION**

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. ___ Mrs. ___ Ms. Miss ___ Name: Tabi Aycock
(Optional)

Residence Information:

Home Address: 611 Southeast 18 Ave.
City/State/Zip: Pompano Beach FL 33060
Home Phone: _____ Cell Phone: 954-914-5022
Email: theaycockst@comcast.net Fax: 954-943-0991

Business Information:

Employer/Business Name: Performance Shell Construction Inc
Current Position / Occupation: Contractor/Graduate Architect
Business Address: 611 Southeast 18 Ave
City/State/Zip: Pompano Beach FL 33060
Business Phone: 954-914-5022 Fax: 954-943-0991 Email: theaycockst@comcast.net

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 4 ___ 5 ___
Do you own real property in Pompano Beach? Yes No ___
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: Community Appearance Committee

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input type="checkbox"/>	Affordable Housing	<input type="checkbox"/>	Cultural Arts	<input type="checkbox"/>	Parks and Recreation
<input type="checkbox"/>	Air Park	<input type="checkbox"/>	Education	<input type="checkbox"/>	*Planning & Zoning/Local Planning Agency
<input checked="" type="checkbox"/>	Architectural Appearance	<input type="checkbox"/>	Emergency Medical Services	<input type="checkbox"/>	*Police & Firefighter's Retirement System
<input type="checkbox"/>	Budget Review	<input type="checkbox"/>	*Employee's Board of Appeals	<input type="checkbox"/>	Pompano Beach Economic Development Council
<input type="checkbox"/>	Charter Amendment	<input type="checkbox"/>	Employee's Health Insurance	<input type="checkbox"/>	Recycling & Solid Waste
<input checked="" type="checkbox"/>	Community Appearance	<input type="checkbox"/>	*General Employee's Retirement System	<input type="checkbox"/>	Sand & Spurs Riding Stables
<input type="checkbox"/>	*Community Development	<input type="checkbox"/>	Golf	<input type="checkbox"/>	Marine
<input type="checkbox"/>	CRA East	<input checked="" type="checkbox"/>	Historic Preservation	<input checked="" type="checkbox"/>	*Unsafe Structures
<input type="checkbox"/>	CRA West	<input type="checkbox"/>	*Housing Authority of Pompano Beach	<input type="checkbox"/>	*Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

Tobi Aycock

Graduate Architect, Registered Building Contractor with the State of Florida, CBC1256482

Objective

I am seeking full or part time employment with an architectural firm that is both committed to design excellence and involved in the community. As I begin my career, I am expecting to obtain the experience necessary to successfully complete the Intern Development Program and the Architectural Registration Examination. I have also obtained a Building Contractor license and have been working in a Design Build capacity for the past 3 years in order to gain building and project management experience.

Education

2002-2004	Florida International University	Miami, FL
Master of Architecture		
1997-2002	Florida International University	Miami, FL
Bachelor of Design in Architectural Studies		
2003	U.S. Green Building Council	Orlando, FL
LEED Intermediate Workshop		
1996	Florida Atlantic University	Boca Raton, FL
Studied Business Administration		
1996	Broward Community College	Coconut Creek, FL
Associate of Arts		

Experience

2007-Present	Performance Shell Construction	Pompano Beach, FL
Owner, President CBC1256482		954-914-5022
2005-2006	Pierce Architectural Group	Fort Lauderdale, FL
Associate		
2004-2005	BAC-Boca Architect Corp.	Boca Raton, FL
Associate		
1993-1996	Contempo Casuals	Miami, FL
Manager		
1993	Aeropostale	Plantation, FL
Assistant Manager		
1987-1993	Au Coton	N. Miami, FL
Manager		

Community Involvement1999-2005
Volunteer

McNab Elementary School

Pompano Beach, FL

PTA President, Yearbook Chairperson, Book Fair Chairperson, SAC
Committee: parent representative....**Affiliations**

2003-present

U.S. Green Building Council

1999-present

Golden Key National Honor Society

2002, 2003

AIAS

Computer SkillsProficient in AutoCAD 2002-2004, Basic understanding of Architectural
Desktop, Adobe Photoshop, 3-D Viz, PowerPoint, Adobe PageMaker, Word,
Excel....**References**

Gerald Belgrave, Architect

954-742-3817

George Lemaire

Bray-Lemaire Interior and Landscaping

954-647-5881

John Deihl, Architect

BAC- Boca Architectural Corp.

561-395-8684

Dave Foy Cabinetry, Dave Foy

954-360-9921

Diane Wansor, Principal

McNab Elementary

828-497-2200

Juliana Trejo Bossono, District Manager

Au Coton / BOCA Inc.

954-340-6623

Camillo Rosales, Associate Professor

Florida International University

University Park Campus

Paul L. Cejas Architecture Building

PCA 272

Miami, FL 33199

305-348-3181

Dr. Grey Read, Professor

Florida International University

University Park Campus

Paul L. Cejas Architecture Building

PCA 272

Miami, FL 33199

305-348-3181

June Wilder, Past PTA Treasurer

954-943-2053

Lisa Clark, Office Manager

Boca Architect Corporation

561-395-8684

TOBI AYCOCK

611 SOUTHEAST 18 AVENUE, POMPANO BEACH FL 33060
954 943 0952 · FAX 954 943 0991 · DIRECT 954 914 5022

CBC1256482

theadcocks1@comcast.net

155.2204. PLANNING AND ZONING BOARD (P&Z)

A. Establishment

The Planning and Zoning Board (P&Z) is hereby established in accordance with state law.

B. Powers and Duties

The P&Z shall have the following powers and duties under this Code:

1. Decide Applications for Development Permit

To review and decide the following applications for a development permit:

- a. Major Site Plan (Sec. 155.2407); and
- b. Major Administrative Adjustment (Sec. 155.2421).

2. Make Recommendations on Applications for Development Permit

To review and make a recommendation on the following applications for a development permit:

- a. Text Amendment (Sec. 155.2402);
- b. General Map Amendment (Rezoning) (Sec. 155.2403);
- c. Site-Specific Map Amendment (Rezoning) (Sec. 155.2404);
- d. Planned Development (Sec. 155.2405);
- e. Plat (Sec. 155.2410);
- f. Interim Use Permit (Sec. 155.2415);
- g. Development Agreement (Sec. 155.2427);
- h. Takings or Vested Right Determination (Sec. 155.2429) [placeholder]; and
- i. Right-of-Way of Easement Vacation or Abandonment (Sec. 155.2431).

3. Other Powers and Duties

- a. To act as the city's local planning agency and assume general responsibility for conduct of the city's comprehensive planning program;
- b. To work in conjunction with the Development Services Director and other city staff to prepare the city's comprehensive plan and plan amendments, and to make final recommendations to the City Commission regarding the adoption or amendment of the plan;
- c. To monitor and oversee the effectiveness and status of the comprehensive plan, make recommendations to the City Commission regarding necessary changes to the plan, work with the Development Services Director and other city staff to prepare periodic evaluation and appraisal reports assessing the city's progress in implementing its comprehensive plan in accordance with Florida Statutes (Sec. 163.3191, Fla. Stat.), and make recommendations to the City Commission regarding adoption of the report;
- d. To promote public interest in an understanding of the comprehensive plan and the city's planning, development regulation, and community development programs;
- e. To annually submit to the City Commission, not less than 90 days before the beginning of the budget year, a prioritized list of recommended capital improvement projects deemed necessary or desirable in the next five years;
- f. To work with the Development Services Director and other city staff to prepare the official city map of streets and changes to such map, and to make recommendations to the City Commission regarding adoption or amendment of the map;
- g. To request city staff assistance in the preparation of special studies;
- h. To seek through the City Manager information from other city agencies that is pertinent to the board's work; and

i. To carry out any other powers and duties delegated to it by the City Commission, consistent with state law.

C. Membership, Appointment, and Terms of Office

1. Membership and Appointment

a. The P&Z shall consist of seven regular voting members and three alternate members appointed by resolution of the City Commission as a whole.

b. Appointed regular voting members shall include:

i. One member nominated by the Mayor;

ii. One member nominated by each City Commissioner from among residents of the Commissioner's district-provided, however, that a City Commissioner may nominate a person who does not reside in the City Commissioner's district on determining such person would better serve the public interest; and

iii. One member appointed by the City Commission as a whole.

c. Alternate members shall be appointed by the City Commission as a whole.

d. Each regular voting member and alternate member shall be a resident of the city.

e. The P&Z shall also include one nonvoting member appointed by the Broward County School Board, to attend those meetings at which the board considers applications for a comprehensive plan amendment (See Chapter 154 (Planning) of the Code of Ordinances .), General Zoning Map Amendment (Rezoning) (See Section 155.2403.), Site-Specific Zoning Map Amendment (Rezoning) (See Section 155.2404.), or Planned Development (See Section 155.2405.) that proposes increasing the residential density of land.

f. Regular voting members and alternate members shall serve without compensation.

2. Terms

a. Regular voting members of the P&Z shall be appointed for a term which shall run concurrently with the term of the member of the City Commission who appointed them.

b. Alternate members shall be appointed for three-year, concurrent terms.

c. Regular and alternate members shall continue to serve until their successors are appointed.

3. Alternate Members

The Chair of the P&Z shall be authorized to assign one of the three alternate members to serve as a substitute for a regular voting member who is temporarily absent or disqualified, in accordance with the following:

a. The Chair shall rotate assignments among the alternate members unless the unavailability of alternate members makes such rotation impossible.

b. No alternate member may serve as a substitute member for a period of more than three months.

c. No more than two alternate members may serve as substitute members at any one time.

d. No alternate member may take action as a substitute member unless the Chair first announces assignment of that role and the assignment is recorded in the official minutes of the meeting.

e. When substituting for regular voting members, alternate members shall have the same powers and duties as the regular voting member they replace.

📖 **4. Removal and Replacement; Attendance**

a. Removal for Good Cause

The City Commission may, by majority vote of a quorum present, remove and replace any member of the P&Z at any time for good cause, including, but not limited to, poor attendance (See subsection b below.), lack of participation, unfitness, malfeasance, and conflict of interest (See Section 155.2204.H.). Any allegation of cause for removal shall be in writing, and the City Commission shall hold a public hearing on such an allegation before taking action to remove a board member.

b. Removal for Poor Attendance

Any member of the P&Z who is absent from three consecutive regularly scheduled board meetings or more than 50 percent of regularly scheduled board meetings held within a calendar year shall be removed from the board by the City Commission in accordance with subsection a. above. The Chair of the P&Z shall notify the Mayor and City Commission if a member qualifies for removal under this subsection.

5. Vacancies

Vacancies occurring for reasons other than expiration of terms shall be filled for the period of the unexpired term only, in accordance with the following:

a. A vacancy in the term of a regular voting member nominated by the Mayor or by an individual City Commissioner shall be filled with a person nominated by the Mayor or the City Commissioner, respectively.

b. A vacancy in the term of the regular voting member and alternate members appointed by the City Commission as a whole shall be filled by the City Commission as a whole.

D. Chair and Vice-Chair

1. The P&Z shall elect a Chair and a Vice-Chair from among its members, each to serve a one-year term. The Chair and Vice-Chair may be elected to successive terms without limitation.

2. The Chair shall preside over all board meetings. The Vice-Chair shall preside over board meetings in the absence of the Chair. If both the Chair and Vice-Chair are absent, the P&Z shall vote to determine who shall serve as acting Chair for the meeting.

E. Staff

The Development Services Director shall serve as the professional staff liaison to the P&Z, provide it with administrative support, and serve as its Secretary, notifying board members of all meetings and keeping the minutes of the meetings.

F. Meetings

1. Schedule

The P&Z shall adopt a schedule establishing the date, time, and location of regular meetings, provided that the ZBA shall meet at least once in a calendar month. The Chair may adjourn a regular meeting on determining that there are no agenda items for consideration, and may call special meetings.

2. Official Record

The P&Z shall keep a written record of its recommendations, transactions, findings, and determinations. Such record shall include minutes of meetings in

accordance with state law (Sec. 286.011, Fla. Stat.) and shall be a public record and filed with the Development Services Director.

3. Notice of Meetings

a. The Development Services Director shall provide notice of P&Z meetings to each board member at least 48 hours before the meeting.

b. Notice of all P&Z meetings and public hearings shall be provided in accordance with state law and the public hearing requirements in Section 155.2305.C, Public Hearing Notice, as appropriate.

4. Open Meetings

All meetings of the P&Z shall be open to the public.

5. Procedure

In conducting its meetings, the P&Z shall follow rules of procedure adopted in accordance with Section 155.2204.I, Rules of Procedure.

G. Quorum and Necessary Vote

1. Quorum

Four voting members of the P&Z shall constitute a quorum. No official business of the board shall be conducted without a quorum present.

2. Voting

An affirmative vote of the majority of P&Z members present and constituting a quorum is required for all decisions of the P&Z.

H. Disqualification from Participation and Voting Based on Conflict of Interest

1. A member of the P&Z shall not participate in the review of, or vote on, an application for a development permit if the action proposed by the application creates a conflict of interest—that is, if the action proposed by the application would inure to the special private gain or loss of the member, any principal or corporation (or a parent organization or subsidiary of such corporation) that employs or otherwise retains the services of the member, or a close relative (e.g., parent, sibling, spouse, or parent- or sibling-in-law) or business associate of the member.

2. If an objection is raised to a board member's participation in a matter based on a conflict of interest (as defined in subsection 1 above), and that member does not recuse himself or herself, the remaining members of the board present shall, by majority vote of a quorum present, determine whether the member is or is not disqualified from participating in and voting on the matter.

3. If a board member is disqualified on a regular and continuing basis due to a conflict of interest (as defined in subsection 1 above), the Chair of the board may request, in writing, that the member resign. If the member does not resign in response to such a request, the Chair shall report the conflict of interest to the Mayor and City Commission, who may consider whether to remove and replace the member in accordance with Section 155.2204.C.4, Removal and Replacement; Attendance.

I. Rules of Procedure

The P&Z shall adopt rules of procedure governing its procedures and operations. Copies shall be made available for public inspection in the Development Services Department.

(Ord. 2012-64, passed 9-11-12; Am. Ord. 2013-37, passed 1-22-13; Am. Ord. 2014-16, passed 1-28-14)

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 154, "PLANNING", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 154.16, "PLANNING AND ZONING BOARD", TO ADD A NON-VOTING REPRESENTATIVE OF THE BROWARD COUNTY SCHOOL BOARD TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY; PROVIDING FOR FUTURE APPOINTMENTS BY THE MAYOR; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3174 F.S. requires that municipalities include a representative of the Broward County School Board to be appointed as a non-voting member of the Planning and Zoning Board/Local Planning Agency to attend those meetings at which the Planning and Zoning Board/Local Planning Agency considers comprehensive plan amendments and rezoning requests that would, if approved, increase residential densities on subject properties; and

WHEREAS, the City Commission has passed Resolution 2003-173, effective April 22, 2003, which authorized the proper City officials to enter into an Interlocal Agreement with the School Board of Broward County, Florida, the City of Pompano Beach and various other municipalities, said Interlocal Agreement requiring that the City of Pompano Beach to include a representative of the School Board to serve on the Planning and Zoning Board/Local Planning Agency; and

WHEREAS, two public hearings, duly advertised, have been held pursuant to said published hearings and all persons so desiring had the opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 154.16, "Planning and Zoning Board", of Chapter 154, "Planning", of the Code of Ordinances of the City of Pompano Beach, Florida, is amended to read as follows:

§ 154.16 PLANNING AND ZONING BOARD.

(A) Creation. ~~In accordance with section 234 of the Charter, there is hereby created the Planning and Zoning Board.~~

(B) (1) Members. There shall be seven voting members of the Planning and Zoning Board; all of which shall be city residents and there shall be one non-voting member. The Mayor shall nominate one voting member and each Commissioner shall nominate for appointment one voting member who shall be a resident of the nominating Commissioner's district; however, a Commissioner may nominate for appointment a member who does not reside in the nominating Commissioner's district if the Commissioner determines such person would better serve the interests of the public. The remaining one seat shall be filled by the City Commission. Thereafter, upon expiration of a member's term, the Mayor, if the member was the mayor's appointment, or the Commissioner, if the member was the Commissioner's appointment, in whose district the vacancy occurs shall nominate for appointment, or if in the event the vacancy was the one of the two seats the City Commission appointed, the City Commission shall fill such vacancy. In the event of a vacancy other than by expiration of the term, the appointment to fill such vacancy shall be of the unexpired term. The term of office of the voting members of the Planning and Zoning Board shall be three years except that of the seven members first appointed, two members shall be appointed for a term of one year; two shall be appointed for a term of two years; and three for a term of three years. Members of the Board shall serve without compensation. The Board shall elect a Chairman and Vice Chairman from its members. The City Manager, City Attorney and other city officials are considered as advisors to the Planning and Zoning Board and may be called on from time to time to meet with the Board.

(2) The City Commission shall by resolution appoint three alternate voting members of the Planning and Zoning Board, to be designated as alternate 1, alternate 2, and alternate 3. Each alternate member shall be appointed for a term of three years, the terms to run concurrently. Vacancies shall be filled for the unexpired term of any alternate member by the City Commission. In case of temporary absence or disqualification of any member of the Planning and Zoning Board, the Chairman of the Board shall have the right and authority to designate one of the alternate members to serve as a substitute for voting members on the Planning and Zoning Board during the continuance of absence or disqualification. The Chairman shall rotate assignments among the three alternate members, unless unavailability of an alternate or alternates make rotation

impossible. No substitute shall serve in such a capacity for a longer period than three months, nor shall more than two substitutes serve on the Planning and Zoning Board at any time. In cases where substitutes are designated to serve for such limited periods, that fact shall be recorded in the official minutes of the Planning and Zoning Board before the substitute shall act in any manner presented to the Board and, while serving, substitutes shall have the same powers as ~~regular~~ voting members.

(3) A representative of the Broward County School Board, appointed by Broward County School Board, shall serve as a non-voting member of the Planning and Zoning Board/Local Planning Agency to attend those meetings at which the Planning and Zoning Board/Local Planning Agency considers comprehensive plan amendments and rezoning requests that would, if approved, increase the residential density on subject properties.

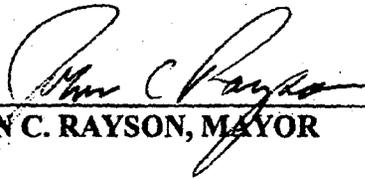
...

SECTION 2. If any section or provision of this Ordinance shall be held invalid, such holding shall not affect or indicate any other section or provision which may be given effect without the invalid provision, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION 3. This Ordinance shall become effective upon passage.

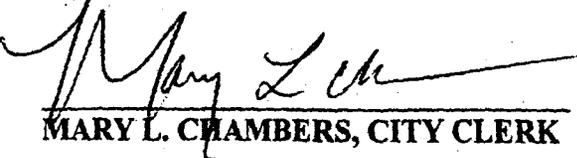
PASSED FIRST READING this 10th day of January, 2006.

PASSED SECOND READING this 24th day of January, 2006.



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/LS:jrm
12/28/05
l:ord/ch154/2006-75

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

AN ORDINANCE AMENDING CHAPTER 154, "PLANNING", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 154.16, "PLANNING AND ZONING BOARD", TO PROVIDE FOR NOMINATION OF A MEMBER OF THE PLANNING AND ZONING BOARD BY THE MAYOR AND ESTABLISHING A TERM OF OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Planning and Zoning Board consisting of seven (7) members; and

WHEREAS, the City Commission now wishes to allow for the nomination of a member by the Mayor; and

WHEREAS, the City Charter has been amended to allow the City Commission to establish the number and term of office of members on advisory boards; and

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 154.16, "Planning and Zoning Board", of Chapter 154, "Planning", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 154.16 PLANNING AND ZONING BOARD.

(B) (1) Members: There shall be seven members of the Planning and Zoning Board; all of which shall be city residents. The Mayor shall nominate one member and Each Commissioner shall nominate for appointment one member who shall be a resident of the nominating Commissioner's district; however, a Commissioner may nominate for appointment a member who does not reside in the nominating Commissioner's district if the Commissioner determines such person would better serve the interests of the public. The remaining ~~two~~ one seats shall be filled by the City Commission. Thereafter, upon the expiration of a member's term, the Commissioner in whose district the vacancy occurs shall nominate for appointment, or in the event the vacancy was one of the two seats the City Commission appointed, the City Commission shall fill such vacancy. In the event of a vacancy other than by expiration of the term, the appointment to fill such vacancy shall be for the unexpired term. ~~In accordance with section 234 of the Charter,~~ The term of office of the members of the Planning and Zoning Board shall be three years except that of the seven members first appointed, two members shall be appointed for a term of one year; two shall be appointed for a term of two years; and three for a term of three years. Members of the Board shall serve without compensation. The Board shall elect a Chairman and Vice-chairman from its members. The City Manager, City Attorney and other city officials are considered as advisors to the Planning and Zoning Board and may be called on from time to time to meet with the Board.

...

SECTION 2. 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 3. All ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

SECTION 4. This Ordinance shall become effective upon passage.

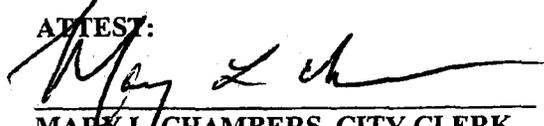
PASSED FIRST READING this 11th day of January, 2005.

PASSED SECOND READING this 25th day of January, 2005.



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/22/04
l:ord/ch154/2005-103

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE CREATING A SEVEN (7) MEMBER "PLANNING AND ZONING BOARD" OF THE CITY OF POMPANO BEACH; PROVIDING FOR THE REPEAL OF THOSE ORDINANCES WHICH CREATED THE "PLANNING BOARD" AND THE "ZONING BOARD"; PROVIDING FOR THE DUTIES OF THE "PLANNING AND ZONING BOARD"; PROVIDING FOR THE MEMBERSHIP AND TERMS OF THE "PLANNING AND ZONING BOARD"; PROVIDING FOR THE "PLANNING AND ZONING BOARD" TO RECOMMEND REGULATIONS REGARDING THE SUBDIVISION OR FLATTING OF LAND; PROVIDING FOR THE "PLANNING AND ZONING BOARD" TO PREPARE MAPS OF STREETS TO BE EXTENDED, WIDENED, OR CONSTRUCTED AND TO PRESENT SUCH RECOMMENDATIONS TO THE CITY COMMISSION; PROVIDING FOR MONTHLY MEETINGS; PROVIDING THAT THE "PLANNING AND ZONING BOARD" BE DESIGNATED AS THE LOCAL PLANNING AGENCY FOR THE CITY OF POMPANO BEACH; PROVIDING THAT REFERENCES TO "PLANNING BOARD" AND "ZONING BOARD" IN THE CODE OF ORDINANCES BE CHANGED TO "PLANNING AND ZONING BOARD"; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the electorate of the City of Pompano Beach did on March 10, 1981 approve Charter Amendment No. 1 to repeal Articles XXI and XXII of the Charter of the City of Pompano Beach, which Articles established the City Planning Board and City Zoning Board; and

WHEREAS, the Charter Amendment repealing Articles XXI and XXII provided for the establishment by ordinance of either a Planning Board and a Zoning Board or a single board which would perform both the planning and zoning advisory functions; and

WHEREAS, it was provided in the Charter Amendment repealing the Articles which established the Planning Board and the Zoning Board that such Boards would remain in existence until such time as an ordinance creating a new board or boards was passed; and

WHEREAS, the electorate of the City of Pompano Beach did on March 9, 1982 approve Charter Amendment No. 1 which amended Section 234 of the City Charter to provide that a Planning and Zoning Board may consist of seven (7) members; and

WHEREAS, the City Commission is desirous of effectuating the mandate of the electorate with regard to the above approved Charter Amendments; and

WHEREAS, pursuant to law, fourteen (14) days notice has been given by publication in a newspaper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the Commission Meeting Room of the City of Pompano Beach, Florida; 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 Sections 41.04, 41.05, and 41.05.1 of Article II, Chapter 41 of the Code of Ordinances of Pompano Beach, Florida are hereby repealed.

SECTION 2: That a successor Article II of Chapter 41 of the Code of Ordinances of Pompano Beach, Florida is hereby created which shall be entitled "Planning and Zoning Board". Section 41.04 of the Code of Ordinances is hereby created as follows:

Sec. 41.04. Created; powers and duties.

In accordance with section 234 of the charter of the City of Pompano Beach, there is hereby created the City of Pompano Beach Planning and Zoning Board. The powers and duties of the Planning and Zoning Board are as follows:

- (1) To act as the local planning agency for the City of Pompano Beach and to fulfill the responsibilities of that agency as prescribed by the Local Government Comprehensive Planning Act (LGCPA) of 1975, Florida Statutes 163.3161 et seq;
- (2) To act in an advisory capacity with the director of planning to the city commission in the formulation of the City's comprehensive plan and any amendments thereto as required by the LGCPA of 1975;
- (3) To make recommendations and assist in the preparation of the official map of the city and to recommend proposed changes in such official map from time to time;
- (4) To submit annually to the city manager, not less than ninety (90) days prior to the beginning of the budget year, a list of recommended capital improvements, which in the opinion of the Planning and Zoning Board are necessary or desirable to be constructed during the

forthcoming six (6) year period. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year;

- (5) To promote public interest in an understanding of the comprehensive plan, and of planning, zoning and community development;
- (6) To keep a public record of its resolutions, findings and determinations;
- (7) To seek pertinent information from the other agencies of the city government through the city manager in relation to the work of the Planning and Zoning Board;
- (8) To request of the city manager additional assistance for special studies who may at his discretion assign to the Planning and Zoning Board, members of the staff of any city department or direct such department to make special studies requested by the Planning and Zoning Board;
- (9) To review all rezoning petitions and plats before they are presented to the City Commission to determine that all right-of-way necessary to meet the requirements of the City Trafficways Plan and any other applicable city law, are designated as public right-of-way and dedicated to the City. Additionally the proposed plat or rezoning shall be reviewed for compliance with all other requirements of the city's comprehensive plan.
- (10) To review any changes or amendments relating to the boundaries of the various zoning districts, or any changes in the text of the city's zoning regulations. No action may be taken by the City Commission until it has received a recommendation from the Planning and Zoning Board on a proposed zoning change or a proposed change in the text of the regulations of any zoning district.
- (11) Such other powers and duties as are or may be provided for elsewhere in this Code of Ordinances or as may be established from time to time by the City Commission.

SECTION 3: Section 41.05 of the Code of Ordinances is hereby created

as follows:

Sec. 41.05. Membership; terms; compensation.

There shall be seven (7) members of the City of Pompano Beach Planning and Zoning Board, each shall be appointed by separate resolution of the City Commission. In accordance with section 234 of the city charter, the term of office of the members of the Planning and Zoning Board shall be three years except that of the seven (7) members first-appointed, two (2) members shall be appointed for a term of one year; two (2) shall be appointed for a term of two (2) years; and three (3) for a term of three (3) years. Members of the board shall serve without compensation. The board shall elect a chairman and vice-chairman from its members. The city manager, city attorney and other city officials are considered as advisors to the Planning and Zoning Board and may be called on from time to time to meet with the board.

The City Commission shall by resolution appoint three (3) alternate members of the Planning and Zoning Board, to be designated as Alternate 1, Alternate 2, and Alternate 3. Each alternate member shall be appointed for a term of three (3) years, said terms to run concurrently, and shall be subject to removal for cause by the City Commission on written charges and after public hearing. Vacancies shall be filled for the unexpired term of any alternate member whose term becomes vacant. In case of temporary absence or disqualification of any member of the Planning and Zoning Board, the Chairman of the Board shall have the right and authority to designate one of such alternate members to serve as a substitute on the Planning and Zoning Board during the continuance of such absence or disqualification. The Chairman shall rotate such assignments among the three (3) alternate members, unless unavailability of an alternate or alternates makes such rotation impossible. No substitute shall serve in such capacity for a longer period than three (3) months, nor shall more than two (2) substitutes serve on the Planning and Zoning Board at any time. In cases where substitutes are designated to serve for such limited periods, such facts shall be recorded in the official minutes of the Planning and Zoning Board before such substitute shall act in any matter presented to the Board and, while serving, substitutes shall have the same powers as regular members.

SECTION 4: Section 41.05.1. of the Code of Ordinances is hereby created as follows:

Sec. 41.05.1. Regulations governing the subdivision or platting of land.

The Planning and Zoning Board shall recommend to the City Commission for adoption regulations regarding the subdivision or platting of land within its jurisdiction. Such regulations may provide for the harmonious development of the city and its environs, for the coordination of streets and other ways within the subdivided or platted land with other existing or planned streets and ways, or for conformance to the comprehensive plan or official map, for adequate open spaces, for spaces for traffic, utilities, recreation, light and air, and for the avoidance of congestion of population. Such regulations may include requirements as to the extent to which and the manner in which streets and other ways shall be graded and improved and water, sewer and other utility mains, piping, connections or other facilities shall be installed as a condition precedent to the approval of a subdivision of plat.

SECTION 5: Section 41.05.2. of the Code of Ordinances is hereby created as follows:

Sec. 41.05.2. Lines of mapped streets.

The Planning and Zoning Board may request the City to make or cause to be made, from time to time, surveys for the exact location of the lines of new, extended, or widened streets in any portion of the City, and to make and certify to the City Commission plats of the area thus surveyed, on which are indicated the location of the lines recommended by the Planning and Zoning Board as the planned or mapped lines of future streets, street extensions or street widenings, together with the Planning and Zoning Board's estimate of the time period within which the land shown on the plat or street locations should be acquired for street purposes. The City Commission may by ordinance adopt any such plat, in accordance with the procedure prescribed by state statute for the adoption of municipal ordinances, provided, that notice of the time and place when and where it will be considered for first reading and final passage, shall be sent by mail to the record owners of land on or abutting which the future street lines designated on the plat are located. Any modification of such plat shall before passage be submitted to the Planning and Zoning Board for examination and recommendation to the City Commission.

SECTION 6: Section 41.05.3. of the Code of Ordinances is hereby created as follows:

Sec. 41.05.3. Meetings of the Board.

- (1) Regular monthly meetings of the board shall be held on the last Wednesday of each month, but emergency or special meetings may be called throughout the year.
- (2) All meetings shall be public and a quorum shall consist of four members and notice shall be given by the secretary to each member of the board at least forty-eight hours in advance of said meeting.
- (3) The board shall adopt reasonable rules and regulations for the presentation of matters before the board.

SECTION 7: That Section 41.06. of Article III of Chapter 41 of the Code of Ordinances, is hereby amended as follows:

~~Sec. 41.06. -Planning-board-~~ Planning and Zoning Board to serve as local planning agency; officers, staff, budget, meetings, etc.

~~The-planning-board-~~ Planning and Zoning Board of the City of Pompano Beach is hereby designated as the local planning agency for the City of Pompano Beach Comprehensive Plan. The agency has that title as defined under the Local Government Comprehensive Planning Act of 1975. The proper city officials are hereby directed to officially inform the ~~-Division-of-State-Planning-of-the-State-of-Florida-~~ Department of Veteran and Community Affairs and the ~~South Florida Regional Planning-Agency-~~ Council of the aforesaid designation. The agency shall choose its officers and set its rules of procedure. Clerical and secretarial staff for the local planning agency shall be provided by the administration of the City of Pompano Beach. The agency shall be funded by the city commission in the annual budget of the City of Pompano Beach. All meetings of the agency shall be public meetings and its records shall be public records. Regular meetings of the agency shall be ~~-regularly-scheduled-and-held-twice-monthly-~~ held on the last Wednesday of each month. Special meetings may be called by the chairman of the agency when deemed appropriate. The agency shall encourage comments from any citizen regarding the plan and its development. All written comments will be acknowledged and will become a part of the public records of the agency. The agenda for each meeting of the agency shall be published at least three (3) days prior to the date of the meeting and copies made available at Pompano Beach City Hall. Each agenda shall contain an "audience to be heard" item where members of the audience may speak on any subject not on that meeting's agenda.

SECTION 8: That Section 41.10. (3) of Article IV of Chapter 41 of the Code of Ordinances, is hereby amended as follows:

Sec. 51.10.(3)

Board shall mean the ~~the-planning-~~ Planning and Zoning Board of the City of Pompano Beach.

SECTION 9: That Sections 50.288., 50.289., 50.290., 50.291. of Article XIV., Chapter 50 of the Code of Ordinances are hereby repealed.

SECTION 10: That Article XIV. of Chapter 50 of the Code of Ordinances entitled "ZONING BOARD" shall be amended to read "ZONING PETITIONS."

SECTION 11: That Sections 50.287.(5), 50.292.1., 50.293., 50.293.1., 50.294., 50.294.1., of Article XIV. of Chapter 50 of the Code of Ordinances, and Sections 50.297., 50.298., of Article XV. of Chapter 50 of the Code of Ordinances shall be amended so that the term "zoning board" is replaced by the phrase "Planning and Zoning Board."

SECTION 12: If any section or provision of this ordinance shall be held invalid, such holding shall not affect or invalidate any other section or provision which is not of itself invalid.

SECTION 13: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

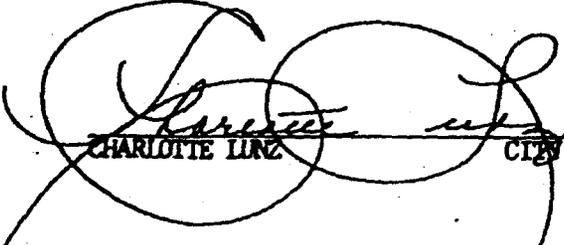
SECTION 14: This Ordinance shall become effective upon passage.

PASSED FIRST READING this 25th day of May, 1982.

PASSED SECOND READING this 1st day of June, 1982.


HERB SKOLNICK MAYOR

ATTEST:


CHARLOTTE LINZ

CLERK

recommendations relative to the priority of items listed and their conformity to the comprehensive plan, for submission to the City Commission.

(4) Review and analyze all proposed subdivisions to assure that the development will be in conformance with the comprehensive plan, and prepare reports thereon for submission to the Planning and Zoning Board.

(5) Carry on research relative to existing subdivision and platting regulations and make recommendations to the Planning and Zoning Board concerning amendments or changes to these regulations.

(6) Investigate and examine all planning matters which have been referred to the Planning and Zoning Board.

(7) Make presentations on planning and zoning matters, before the City Commission, the Planning and Zoning Boards, and other governmental agencies and civic groups.

(8) To be responsible for determining the consistency of all governmental and private actions regarding the use and development of land with the comprehensive plan elements as adopted.

(9) Enforce the zoning code. This function may be performed by the Code Enforcement Officer and zoning inspectors under the supervision of the Director of Planning and Growth Management.

(10) Perform any other duties as prescribed in this code.

('58 Code, § 41.03)

(Ord. 75-16, passed 12-30-74; Am. Ord. 76-32, passed 3-2-76; Am. Ord. 82-1, passed 10-20-81)

Cross-reference:

Director of Planning and Growth Management, see § 31.18

§ 154.16 PLANNING AND ZONING BOARD.

(A) Creation. In accordance with section 234 of the Charter, there is hereby created the Planning and Zoning Board.

(B) (1) Members. There shall be seven members of the Planning and Zoning Board; all of which shall be city residents. Each Commissioner shall nominate for appointment one member who shall be a resident of the

nominating Commissioner's district; however, a Commissioner may nominate for appointment a member who does not reside in the nominating Commissioner's district if the Commissioner determines such person would better serve the interests of the public. The remaining two seats shall be filled by the City Commission. Thereafter, upon the expiration of a member's term, the Commissioner in whose district the vacancy occurs shall nominate for appointment, or in the event the vacancy was one of the two seats the City Commission appointed, the City Commission shall fill such vacancy. In the event of a vacancy other than by expiration of the term, the appointment to fill such vacancy shall be for the unexpired term. In accordance with section 234 of the Charter, the term of office of the members of the Planning and Zoning Board shall be three years except that of the seven members first appointed, two members shall be appointed for a term of one year; two shall be appointed for a term of two years; and three for a term of three years. Members of the Board shall serve without compensation. The Board shall elect a Chairman and Vice-Chairman from its members. The City Manager, City Attorney and other city officials are considered as advisors to the Planning and Zoning Board and may be called on from time to time to meet with the Board.

(2) The City Commission shall by resolution appoint three alternate members of the Planning and Zoning Board, to be designated as alternate 1, alternate 2, and alternate 3. Each alternate member shall be appointed for a term of three years, the terms to run concurrently. Vacancies shall be filled for the unexpired term of any alternate member by the City Commission. In case of temporary absence or disqualification of any member of the Planning and Zoning Board, the Chairman of the Board shall have the right and authority to designate one of the alternate members to serve as a substitute on the Planning and Zoning Board during the continuance of absence or disqualification. The Chairman shall rotate the assignments among the three alternate members, unless unavailability of an alternate or alternates makes rotation impossible. No substitute shall serve in such a capacity for a longer period than three months, nor shall more than two substitutes serve on the Planning and Zoning Board at any time. In cases where substitutes are designated to serve for such limited periods, that fact shall be recorded in the official minutes of the Planning and Zoning Board before the substitute shall act in any matter presented to the Board and, while serving, substitutes shall have the same powers as regular members.

(C) Meetings.

(1) Regular monthly meetings shall be held. The meeting date shall be established by the Board and set forth in the rules and regulations governing the presentation of matters before the Board, but emergency or special meetings may be called throughout the year.

(2) All meetings shall be public and a quorum shall consist of four members. Notice shall be given by the secretary to each member of the Board at least 48 hours in advance of the meeting.

(3) The Board shall adopt reasonable rules and regulations for the presentation of matters before the Board.

(D) Powers and duties. The powers and duties of the Planning and Zoning Board are as follows.

(1) To act as the local planning agency for the city and to fulfill the responsibilities of that agency as prescribed by the Local Government Comprehensive Planning Act (LGCPA) of 1975, F.S.A. §163.3161 et seq.

(2) To act in an advisory capacity with the Director of Planning and Growth Management to the City Commission in the formulation of the city's comprehensive plan and any amendments thereto as required by the LGCPA of 1975.

(3) To make recommendations and assist in the preparation of the official map of the city and to recommend proposed changes in the official map from time to time.

(4) To submit annually to the City Manager, not less than 90 days prior to the beginning of the budget year, a list of recommended capital improvements, which in the opinion of the Planning and Zoning Board are necessary or desirable to be constructed during the forthcoming six-year period. The list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year.

(5) To promote public interest in an understanding of the comprehensive plan, and of planning, zoning, and community development.

(6) To keep a public record of its resolutions, findings, and determinations.

(7) To seek pertinent information from the other agencies of the city government through the City Manager in relation to the work of the Planning and Zoning Board.

(8) To request of the City Manager additional assistance for special studies who may at his discretion assign to the Planning and Zoning Board, members of the staff of any city department or direct the department to make special studies requested by the Planning and Zoning Board.

(9) To review all rezoning petitions and plats before they are presented to the City Commission to determine that all right-of-way necessary to meet the requirements of the city traffic ways plan and any other applicable city law, are designated as public right-of-way and dedicated to the city. Additionally the proposed plat or rezoning shall be reviewed for compliance with all other requirements of the city's comprehensive plan.

(10) To review any changes or amendments relating to the boundaries of the various zoning districts, or any changes in the text of the city's zoning regulations. No action may be taken by the City Commission until it has received a recommendation from the Planning and Zoning Board on a proposed zoning change or a proposed change in the text of the regulations of any zoning district.

(11) Other powers and duties as are or may be provided for elsewhere in this code, or as may be established from time to time by the City Commission. (Ord. 82-57, passed 6-1-82; Am. Ord. 83-10, passed 10-19-82; Am. Ord. 86-91, passed 9-30-86; Am. Ord. 95-45, passed 3-14-95; Am. Ord. 95-66, passed 5-23-95)

Cross-reference:

Planning and Zoning Board recommendations as to subdividing or platting of land, see § 154.19
Request for surveys of lines of mapped streets by Planning and Zoning Board, see § 154.21

§ 154.17 PLANNING AND ZONING BOARD AS LOCAL PLANNING AGENCY.

(A) The Planning and Zoning Board of the city is hereby designated as the Local Planning Agency for the city comprehensive plan. The Agency has that title as defined under F.S. §§ 163.3161 et seq. The proper city officials are hereby directed to officially inform the Department of Veteran and Community Affairs and the South Florida Regional Planning Council of this designation. The Agency shall choose its officers and set its rules of procedure. Clerical and secretarial staff for the Local Planning Agency shall be provided by the administration of the city. The Agency shall be funded by the City Commission in the annual budget of the city. All meetings of the Agency shall be public meetings and its records shall be public records. Regular meetings of the

Planning and Zoning Board/Local Planning Agency MEMBERS

Name	Address	District	Phone	Appointed	Expres	Reso No.
Joan Kovac City Commission At Large	1754 Bay Drive (33062) joanangles@aol.com	1	954-784-2079 h 954-792-7357 o	6/1/2015	6/1/2018	2015-317
VACANCY					11/6/2016	
Mayor Fisher's Appointment						
Richard Klosiewicz Corm. Hardin's Appointment	721 N.E. 11th Avenue (33060)	3	954-942-8444	5/12/2015	11/6/2016	2015-297
Fred Stacer Comr. Dockswell's Appointment	2501 S.E. 9th Street (33062)	1	954-788-8623	2/10/2015	11/6/2016	2015-171
Jerold Mills Comr. Moss' Appointment	3499 Oaks Way, #208 (33069)	5	954-263-7010	1/26/2016	11/6/2016	2016-93
M. Dwight Evans Comr. Phillips' Appointee	624 N.W. 17th Avenue(33069) evansmdwight@aol.com	4	954-263-9590	2/10/2015	11/6/2016	2015-170
Jeffrey Alan Torrey Vice Mayor Burrie's Appointee	4510 N.E. 15th Avenue (33064)	2	954-731-6397 C 954-783-1189 O	2/24/2015	11/6/2016	2015-185
(1) Tobi Aycock City Commission At Large						
	611 S.E. 18th Avenue, (33060) theaycocks1@comcast.net	3	954-914-5022 c	6/1/2015	6/1/2018	2015-318
(2) Walter Syrek City Commission At Large						
	1311 NE 43rd Court, (33064) wsarch@gmail.com	2	954-933-6393 h	6/1/2015	6/1/2018	2015-319
(3) Charles H. Bechert, III City Commission At Large						
	371 SE 9th Court(33060) trip@southfloridaattorney.com	3	954-401-0183	6/1/2015	6/1/2018	2015-320
Kerrie MacNeil - Recording Secretary	City Hall Complex		954-786-4662			
Meets: Fourth Wednesday of each month @ 6:00pm in the City Commission Chambers						
Elections: Annually in November						
Established: City Ordinance No. 82-57						

Meeting Date: June 14, 2016

Agenda Item 9

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SUSAN Q WOOD ("ARTIST") AND TRASH TO TREASURE, A 501(c)3 ORGANIZATION FOR THE FOR ACCEPTANCE OF A DONATED GIFT OF PUBLIC ARTWORK ENTITLED "ALL HANDS ON DECK"; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

In accordance with Section § 160.04 POWERS AND DUTIES OF THE COMMITTEE, the Public Art Committee has the power to make recommendations to the City Commission on art and artist selection. As stated in the Public Art Master Plan Guidelines under Artwork Gifts and Loans, the Public Art Committee can recommend acceptance to the City Commission for its action to accept donated artwork. At the April 19th, 2016 Public Art Committee meeting, the Committee voted to accept the donation of Susie Q Wood's *All Hands on Deck* artwork. If approved, the artwork will be placed permanently at Harbor's Edge Park located at 1240 NE 28th Ave. Pompano Beach.

All Hands on Deck is a public art project co-created as a collaborative by over 100 people. Under the direction of Susan Q Wood, public volunteers transform a historic Cuban refugee boat into a mosaic work of art using sea debris gathered from the beaches of Broward County.



Accomplishing this item supports achieving Initiative 2.8 Further develop and promote cultural / heritage tourism opportunities.

- (1) Origin of request for this action: Public Art Committee
- (2) Primary staff contact: Laura Atria/Robin Bird/ Jennifer Gomez Ext. 4640
- (3) Expiration of contract, if applicable: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	6-3-16	Approval	
City Attorney	<u>B-8-16</u>		
<input checked="" type="checkbox"/> Public Art Committee		Approval Memo # 16-246; Minutes 3/17/16, 4/21/16	
<input checked="" type="checkbox"/> City Manager			

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2016-891

June 2, 2016

TO: Laura Atria,
Public Art Program Manager

FROM: Tracy A. Lyons, Assistant City Attorney

RE: Resolution to Approve and Authorize the Agreement to accept the donated public artwork "All hands on Deck"

As requested in your memorandum of May 17, 2016, Department of Development Services Memorandum #16-222, 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 AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SUSAN Q WOOD ("ARTIST") AND TRASH TO TREASURE, A 501(C)(3) ORGANIZATION FOR THE ACCEPTANCE OF A DONATED GIFT OF PUBLIC ARTWORK ENTITLED "ALL HANDS ON DECK"; PROVIDING AN EFFECTIVE DATE.

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


TRACY A. LYONS

tal
l:cor/dev-srv/2016-891

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SUSAN Q WOOD (“ARTIST”) AND TRASH TO TREASURE, A 501(C)(3) ORGANIZATION FOR THE ACCEPTANCE OF A DONATED GIFT OF PUBLIC ARTWORK ENTITLED “ALL HANDS ON DECK”; 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 Susan Q Wood and Trash to Treasure for the donation and acceptance of the public artwork entitled “All Hands on Deck”, 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 .

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

AGREEMENT

The City of Pompano Beach, a municipal corporation organized in the state of Florida ("City") desires to enter into this Agreement ("Agreement") with Trash to Treasure ("Organizer") and Susan Q Wood, ("Artist") to accept a donated gift of a piece of public artwork entitled "All Hands on Deck" ("Artwork") created by artist Susan Q Wood ("Artist"), for the City's public artwork display which is part of the Public Art Masterplan.

For and in consideration of the mutual covenants and obligations created hereby as well as other good and valuable considerations, Artist agrees to donate and City agrees to accept the described artwork subject to and upon the terms and conditions set forth below.

The Artwork will be permanent artwork for the City and the City holds the unilateral right to deaccession the Artwork at any time. This Agreement, the written proposal/letter of intent, photos and the fully executed Copyright Assignment of Artwork Form, attached herewith and incorporated herein is the complete agreement ("Agreement") to donate the above-described work of art for the City.

By signing this agreement you further acknowledge and attest that you have read and reconfirmed acceptance of all provisions set forth in the Copyright Assignment of Artwork and the Details and Terms previously executed by yourself and/or your designated agent and that the subject sculpture is a work donated and shall be owned exclusively by the City who shall retain any and all ownership rights to both the design and the completed sculpture.

Work of Art

"All Hands on Deck" is a public art project co-created as a collaborative by over 100 people. Under the direction of Susan Q Wood, public volunteers collected, cleaned and sorted plastic gathered from the beaches of Broward County. Others took the collected plastic and applied to the sides of a boat.

Location

The Artwork will be located and on public display at Harbors Edge Park.

Modifications of Design

The City staff at its sole discretion may approve the work as executed, or require a review by the Public Art Committee.

City Inspection of the Work of Art

The work will be inspected for compliance with the Sculpture Design, for safety and for quality workmanship. The inspection may occur in person or through digital images at the discretion of the City.

Schedule

The artwork is scheduled to be completed in May 2016 and delivered to the location by July, 2016. The artwork is scheduled to be delivered by Sal's Towing, whose business address is 4033 N.E. 9th Avenue, Oakland Park, Florida, 33334. The Artist and Organizer are responsible for

coordinating the delivery of the Artwork with Sal's Towing, to the specified location. The City will supervise said installation. The Artist and/or Organizer will also be responsible to create and install a dune fence structure surrounding the artwork in an effort to prevent vandalism and to keep the public from physically climbing onto said artwork.

Payment

The Artwork is a donated piece of art and therefore no fees are required by the City for the accession of the Artwork.

NOTICES

City Contact

Upon completion by the Artist and future inspections, the artist should contact

CITY OF POMPANO BEACH
Attn: Laura Atria,
Public Art Program Manager
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
(954)786-4310.

Organizer and Artist Contact:

Trash to Treasure
Attn: Casey Eckles
1350 East Sunrise Blvd.
Suite # 120
Fort Lauderdale, FL 33304
Ceckels99@gmail.com
And
Susie Q Wood
SQWood@gmail.com

Interpretation.

Each party had the full opportunity to participate in the drafting of this Agreement and, therefore, the Agreement shall not be interpreted against any party on the ground that the party drafted the Agreement or caused it to be prepared.

Authority to Enter Into Agreement.

Each person signing below personally warrants and represents that the City has approved this Agreement and, intends to be bound by its terms and that they are duly authorized to execute this Agreement on behalf of the City.

Governmental Immunity.

City is a political subdivisions of the State of Florida. Each party agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing

herein constitutes or shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

Hold Harmless:

Both Artist and Organizer hereby agree to the extent permitted by law, to indemnify against and hold the City, its officers, officials, employees and agents, harmless and hereby further agrees to defend the City of Pompano Beach against all claims brought against the City, its employees, officials, officers and agents, for any loss, damage or injury of any kind or character whatsoever without limitations, sustained by any party whatsoever in relation to the conveyance and installation of the above described artwork.

Artist and Organizer expressly agree that this Hold Harmless Agreement is intended to be as broad and as inclusive as permitted by laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full force and effect.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____

Lamar Fisher, Mayor

By: _____

Dennis 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 instruments were acknowledged before me this _____ day of _____, 2016 by **LAMAR FISHER**, as Mayor, **DENNIS 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

"ARTIST"

Witnesses:

[Signature]

By: [Signature]

Susan Q Wood, Artist

Print Name: CASEY K. Eckels

SUSAN Q WOOD

By: [Signature]

Casey Eckels, Organizer
Trash to Treasure

(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31 day of MAY, 2016 by SUSAN WOOD & CASEY ECKELS and _____ He/she/they is/are personally known to me or who has produced FL. LIC'S (type of identification) as identification.

NOTARY'S SEAL:

[Signature]

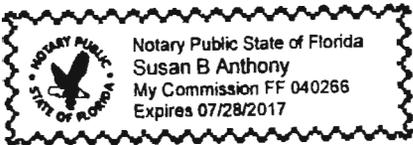
NOTARY PUBLIC, STATE OF FLORIDA

SUSAN B. ANTHONY

Name of Acknowledger Typed, Printed or Stamped

FF 040266

Commission Number





**PUBLIC ART COMMITTEE
MEMORANDUM #16-246**

DATE: May 31, 2016
TO: City Commission
FROM: Public Art Committee
SUBJECT: All Hands on Deck Proposal

At the meeting of the Public Art Committee held on March 11, 2016 and April 19, 2016, the Committee discussed the proposed donation of the *All Hands on Deck* sculpture by artist Susan Q Wood.

The Committee unanimously approved the proposed donation on April 19, 2016 and think it will enhance the aesthetic and cultural value of the City.

A handwritten signature in blue ink, which appears to read "Terrence Davis", is written over a horizontal line.

Terrence Davis
Chair
Public Art Committee

"One man gathers
what another one
spills."

-Grateful Dead

Trash2TreasureFL.org
954.828-8242
1350 East Sunrise
Blvd. #120
Fort Lauderdale, FL
33304

Board of Directors

Michael Heimbach
casey eckels
Carline Mourra
Cathi Bohl
Marybeth Burton
Keith Haag

Trash to Treasure
is a service of the South
Florida Reuse and
Recycling Institute Inc. a
501(c)3 nonprofit
organization.



**Use it Up
Wear it Out
Make it Do
or
Do Without**



April 19, 2016

Public Art Committee

Pompano Beach, FL

Dear Public Art Committee Members:

This letter serves as our organization's commitment to propose a gift of public art to become part of the Pompano Beach's Public Art Program's collection.

Trash to Treasure Creative Reuse Center (T2T), located at 1350 E Sunrise Blvd, Fort Lauderdale FL and lead artist, and Fort Lauderdale resident for the project, SusieQ Wood wish to make the "All Hands on Deck" public art project available to be seen by the general public. This project is part of a larger Trash To Treasure event called Water: Lifeblood of the Planet. It is T2T's major event of the year.

We have read and understand the public art program guidelines and realize that the work may be de-accessioned in the future.

"All Hands on Deck" is a public art project co-created as a collaborative by over 100 people. Under the direction of SusieQ, public volunteers collected, cleaned and sorted plastic gathered from the beaches of Broward County. Others took the collected plastic and applied to the sides of a boat that was donated for the project. The 15 foot boat has been documented to have come ashore recently in Lauderdale-by-the-Sea. Sal's Towing took possession of the boat, as it was undocumented. We understand that it was built with rough pallet wood in Cuba with a single mission of getting refugees to our shores. The engine that was inside the boat was removed before we took possession. Sometime between the original towing off the beach and Trash to Treasure taking ownership it "developed" several holes, making it unseaworthy. Rainwater does not pool inside the boat. Many areas of the boat have been coated with Flex-Seal Paint. Some areas are left "untouched" to honor those who may have personally suffered. The height of the boat on the trailer is about 6 feet; the boat length is 15 feet. We believe a space of 10 x 20 would beautifully accommodate the work.

The thousands of items that are affixed to the boat are mostly hard plastic bottle caps in a variety of bright colors. There are other items found beachside, such as, toy parts, hair clips, toothbrushes, straws, cigarette butts and metal bottle caps. The product used to affix the seaside debris is Flex-Seal, donated by the Flex-Seal Company. There will also be a coating of transparent Flex-Seal to keep everything in place and "connect" the marine debris items to become "one" with the boat.

The items are artistically arranged by type and/or color on all sides of the boat. For the back (stern) we will have "ALL HANDS ON DECK" as the name of the boat, and two panels created to educate the viewer about the project and

what it is. "Peek" holes will also be added to the vertical stern section, for the curious to see inside the boat.

First panel will be a brief history of the boat, and the people it served. It is our wish and intention to bring light and love to those that suffered in that process. Transforming the boat into an amazing collaborative work of art symbolizes the transformation of many lives. Through sharing and open conversation the healing process begins.

The second panel will be a brief story of the relationship between the "suffering" of marine life in having to deal with plastic and other items that end up in our waterways, and ultimately in our ocean. The artwork will speak in its own way to show the variety and quantity of items that end up on our local beaches. This panel will encourage us to be more responsible for plastic usage, and keeping and maintaining a clean beach for public use. The name of the project "All Hands On Deck" refers to the concept that good things happen when we work together toward common goals.

PHOTOGRAPHS: See attached photos of the work in progress. We have also attached drawings of the unfinished stern portion, and the interior colors. We plan on using mainly the color yellow on the inside to represent shining light on the plight of those that are oppressed and giving hope in inspiration in working toward world peace.

APPRAISED VALUE: Since the work is not yet completed, we have not attached an appraised value.

PREFERRED LOCATION: We would prefer a location be selected either on the beach or by the beach so that it will have easy access to a large number of people.

INSTALLATION DETAILS AND TIMELINE: The project is expected to be completed by the end of May, 2016. Installation may occur anytime after that. We have arranged for a local company, Sal's Towing, to deliver it to a location that has been determined by Pompano Beach Art Committee.

DESCRIPTION OF ROUTINE MAINTENANCE AND ESTIMATE OF MAINTENANCE COSTS: We don't expect that there would be any unusual costs associated with the keeping of this public art work.

COSTS ASSOCIATED WITH THE ACCEPTANCE OF THE WORK BY CITY: Trash to Treasure is not charging anything for the transfer of ownership to the City.

ARTIST'S RÉSUMÉ: We have attached SusieQ Wood's Artist Résumé.

OBJECT'S EXHIBITION HISTORY: "All Hands on Deck" has not been on public display to date.

The open top section of the boat will be covered with an open weave netting to prevent people from getting inside. The holes on the side of the boat are not large enough to gain entry. We have planned for two "peek" holes on the stern panel so people can see what the boat looks like on the inside. There is an optional "sand dune type fence" that could be included with the project.

Currently the boat is on a metal trailer. Depending on the final chosen location, the trailer could be removed and have the boat simply rest on the ground.

We have observed that those who have seen "All Hands on Deck" up close love it, and we believe that it will become a landmark piece, where people will want to be photographed in front of this amazing public art work made "by the people for the people."

Sincerely,



Casey Eckels

Trash To Treasure



Close up / detail of the port side of the boat.



Port side (left), in progress. Starboard side will have a similar motif.

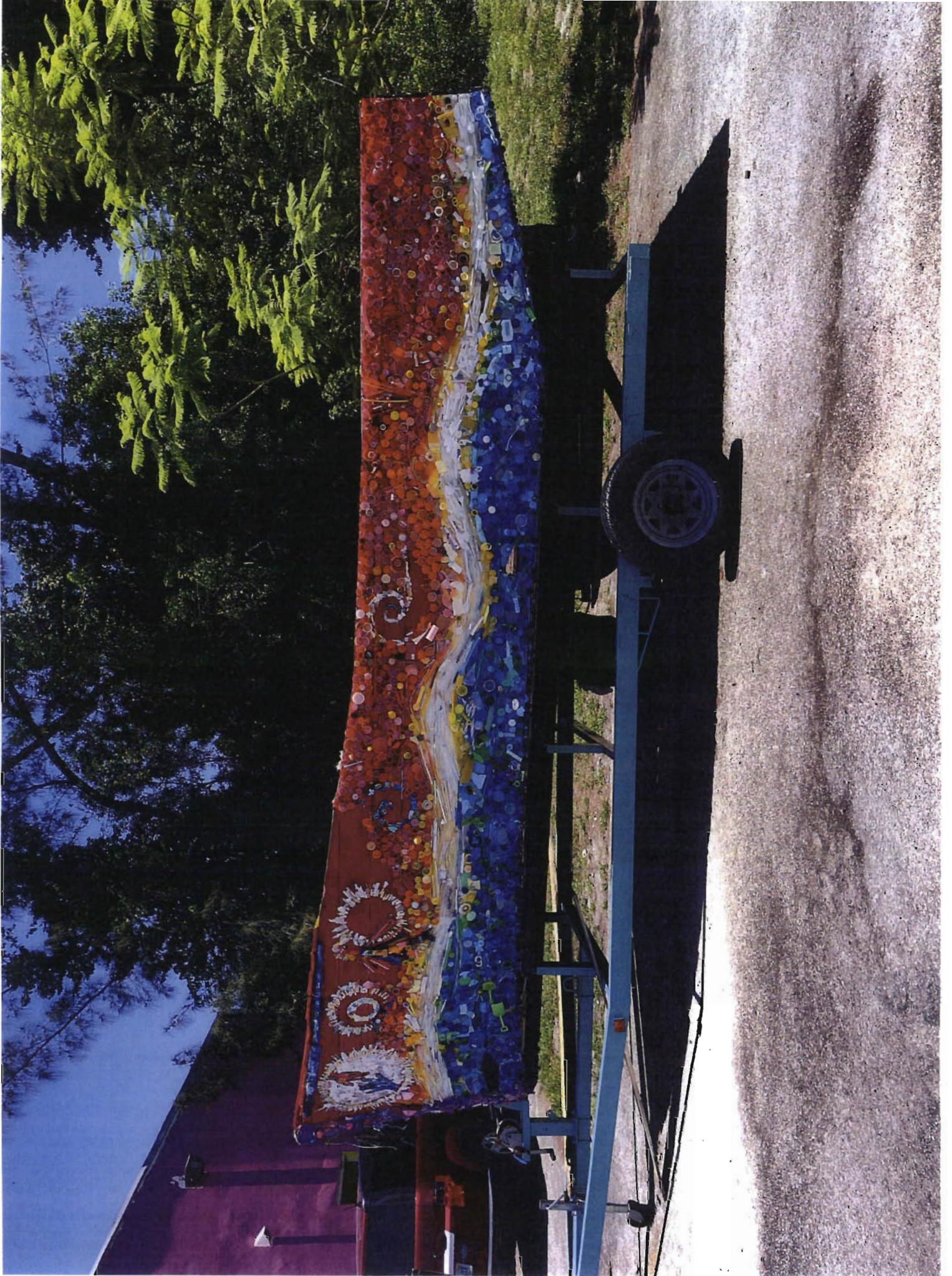


Stern area, to be a focal point for information about the project. It will be mostly be covered with colorful plastic. Two rectangular panels on left are for reading about the project and several cut-a-ways (the ovals) are for peering into the boat.



WASTE CHECK

ALL PLASTIC WASTE MUST BE
PLACED IN THE BLUE BAGS
AND KEPT SEPARATE FROM
OTHER WASTE







COPYRIGHT ASSIGNMENT OF ARTWORK
TO THE CITY OF POMPANO BEACH

I, SUSAN Q WOOD, as Artist, Owner/Agent (circle one), of the Art ("ARTWORK") described below, do hereby grant to the City of Pompano Beach, Florida, ownership rights, custody, and control of my created ARTWORK as part of a public art project identified as "All Hands on Deck" which will be publicly displayed in the City of Pompano Beach in an outdoor exhibit and further agree as follows:

1. I hereby warrant that I am the Artist and/or original creator/owner of the ARTWORK design described herein as "All Hands on Deck", designed by myself with help from volunteers to be given to the City for public display and as more particularly depicted in the proposal attached hereto and incorporated herein by reference. I further declare that I have not copied or reproduced in any way, anyone's original work in this final submitted product given to the City of Pompano Beach and therefore I attest that I have not infringed or copied another's intellectual property rights in the final product that I have designed. In consideration, I hereby acknowledge that I will be donating the ARTWORK to the City for no cost.

2. I hereby warrant that the ARTWORK described herein is free and clear of all encumbrances and any and all copyrights that I, as Artist/Owner may possess in the above-described ARTWORK, which is hereby given to the custody and control of the City of Pompano Beach, and all interests I may have in the subject ARTWORK is hereby assigned to the City of Pompano Beach, Florida and shall become the property of the City of Pompano Beach, for its use and disposition without reservation.

3. I hereby understand and agree that, as to my rights as the Artist, in the ARTWORK, the provisions of this Agreement shall control over the provisions of 17 U.S.C. Section 106 (A)(a), and shall constitute a waiver by me as the Artist, or any rights in the ARTWORK set out on or otherwise granted by 17 U.S.C. Section 106 (A)(a), Visual Artists Rights Act of 1990.

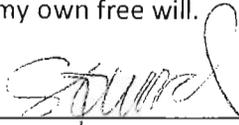
4. I hereby acknowledge that the ARTWORK will become an integral part of the City's display and the depiction and/or copy of the ARTWORK will be integrated onto the City's display so that the image of the ARTWORK can be viewed by the public. Said integration and use of the image of the ARTWORK may subject the ARTWORK to future removal or other modification by reason of its integration onto the City's display. Notwithstanding the foregoing, I, as the Artist, hereby consent to the incorporation of the ARTWORK onto the City's display, and waive any rights in the ARTWORK granted by 17 U.S.C. Section 106 (A)(a), Visual Artists Rights Act of 1990.

5. I hereby agree that by executing this Agreement, I understand that I am assigning my entire right, title and interest in my sculpture including final product of said ARTWORK to the City of Pompano Beach. I further understand and agree that the City may display, publish, reproduce, tag and duplicate said ARTWORK for any purpose in any media which serves the City's interest.

6. I hereby agree to release and hold harmless the City, its officers, agents and employees, from any and all liability, including claims which arise from any negligent or omission, copyright or statutory violation, for any loss or damage or misuse of the ARTWORK which occurs while the ARTWORK is depicted on the City's display.

I represent that I have carefully read and understand the entire contents of this document, that I have the authority, either on behalf of myself or as agent for the Artist/Owner of the ARTWORK, to sign this Agreement, and that I have signed on my own free will.

DATED: 5/31/2016
3900 Galt Ocean DR 1403
FT. Lauderdale FL 33308
Address
Phone No.: 954 630 1610



Signature of Artist/Owner/Agent or Parent or Guardian, if under 18 years of age.
SUSAN Q WOOD

Print Name
L: Agr/Rec/Agreement for Display of Artwork

ADMINISTRATIVE REPORT NO. 16-186

DATE: April 19, 2016
TO: Public Art Committee
VIA: Jennifer Gomez, Assistant Development Services Director
FROM: Laura Atria, Public Art Program Manager
RE: All Hands on Deck Proposal

Casey Eckels and SusieQ (Susan Woods) presented their recycled art project entitled "All Hands on Deck" to the Public Art Committee at the March 17, 2016 PAC Meeting. They would like the Public Art Committee to consider accepting a donated Public Artwork. The artwork consists of a recycled art project called "All Hands on Deck". This project comprises of a boat design that will be created by SusieQ (Susan Woods) who is a known local artist and also the editor to Natural Awakenings Magazine. The project will transform a historic Cuban refugee boat into a mosaic work of art using sea debris.

Ms. Eckels would like to donate and place the boat permanently in Pompano Beach.

The Public Art Master Plan, under Artwork Gifts and Loans, requires the donor to submit the following requirements:

- Photographs or designs of proposed artwork;
- Description and samples of materials and colors;
- Appraised value of work (if the work is existing);
- Preferred location;
- Installation details and timeline;
- Description of routine maintenance and estimated maintenance costs;
- Costs associated with acceptance of the work by the City;
- Artist's resume;
- Object's exhibition history; and
- Letter of authentication from the donor/artist.

These requirements have been submitted and are attached.

In accordance with the Public Art Master Plan, the Committee will review the proposal with the same policies, procedures and criteria for a new work of art. The donor may be required to return again to the Committee with proposal modifications or a detailed site plan agreed to by the partner agency.

The Committee is to either accept or reject the donated artwork.



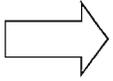
Pompano Beach Public Art Committee

City Commission Chambers
Conference Room

April 21, 2016
5:00 P.M.

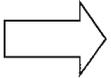
MINUTES

1. All Hands on Deck



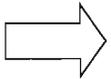
Ms. Atria explained the ways donated art can be held and displayed. She reached out to SusyQ and Casey Eckels for more information about the installation. The applicant would like to donate the art to the City. She mentioned that the applicant stated that there would be no upkeep.

Mr. Davis stated that there is always upkeep, especially if it is painted and in a place where the public would be able to touch it or climb it.



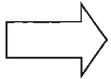
Ms. Atria stated that there will be protective netting so that people can't climb in the boat. The artist is also pitching the idea of a rope or dune fence to keep people off the boat.

The committee discussed the location of the piece. The beach was not favored because of the impact people would have on the artwork. Harbors Edge Park and Alsdorf Park are the preferred locations.



The committee liked the idea of Harbors Edge because it is by the intracoastal and does not draw as many visitors as the other locations.

The committee agrees that there should be a clause in the contract that it can be decommissioned at the committee's discretion. There will be minor upkeep cost as well as the cost of a sign that can be viewed from the intercostal.

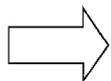


Mr. Davis stated that he would like the description of the boat to be that it is from "The Caribbean" instead of Cuba because of the ties the City has with the Caribbean.

Mr. Mullon thinks that the boat should keep its Cuban symbolism since it is a refugee boat that carried immigrants from Cuba.

Ms. Gomez stated that some of the history is lost by removing the Cuban identity.

The committee agreed that the boat should be recognized as a Cuban boat.



MOTION by Chad Kovac and seconded by Linda Schorr to acquire the "All Hands on Deck" piece. All voted in favor.

ADMINISTRATIVE REPORT NO. 16-118

DATE: March 11, 2016

TO: Public Art Committee

VIA: Jennifer Gomez, Assistant Development Services Director

FROM: Laura Atria, Public Art Program Manager

RE: All Hands on Deck Proposal Presentation

Casey Eckels would like the Public Art Committee to consider accepting a donated Public Artwork. The artwork consists of a recycled art project called "All Hands on Deck". This project comprises of a boat design that will be created by SusieQ (Susan Woods) who is a known local artist and also the editor to Natural Awakenings Magazine. The project will transform a historic Cuban refugee boat into a mosaic work of art using sea debris.

Ms. Eckels would like to donate and place the boat permanently in Pompano Beach.

The Committee will review the proposal with the same policies, procedures and criteria for a new work of art. The donor may be required to return again to the Committee with proposal modifications or a detailed site plan agreed to by the partner agency.

The Committee is to discuss the possibility of accepting this project.



Pompano Beach Public Art Committee

City Commission Chambers
Conference Room

March 17, 2016
5:00 P.M.

MINUTES

A. Presentations

1. "All Hands on Deck" Boat Proposal Presentation

Casey Eckles and SusieQ (Susan Woods) presented themselves to the Committee and gave a brief overview of the upcoming Eco Art Fest as well as their proposed mosaic work boat that they hope to collaborate with the Committee on. The boat project consists of embellishing an abandoned boat used by Cuban refugees with collected beach debris. The work would consist of environmental and social education. They requested assistance from the Committee in regards to finding a location for the artwork.

Mr. Terry Davis commended and thanked the artists for their idea and for coming before the Committee and the Committee expressed a general enthusiasm for the project.

Mr. Davis asked why a project like this would take place in Pompano as oppose to Miami, where many more Cuban immigrants have arrived.

The artists responded that they personally have strong Broward connections, and would like to engage with the immigrant community. They also commented that the message of immigration would be of universal importance.

Mr. Chad Kovac asked what the project timeline is, and when the beach sweep would take place.

The artists responded that March 26 will be the first date for people to visit them at ArtsBunker and that they will be open every Saturday for 8 weeks.

Mr. Davis clarified that the Committee will need some time to discuss the project before going to the City Commission with any recommendations.

Ms. Schorr asked if they have considered placing this in a lucite box. The artists and Committee commented that this would require a lot of maintenance and incur a high cost.

Ms. Gomez asked if they have any specific locations that they would like to have it displayed.

The artists responded that they would want it someplace very accessible to the public, and that while it would be preferable to have it at the beach, such a location isn't strictly necessary.

Artwork Gifts and Loans

Gifts to the City's Public Art Program are an important part of the collection. Proposed gifts or loans of public art shall undergo a review process to ensure that acceptance of such gifts or loans take place in a fair and uniform manner and supports the mission and goals of the City's Public Art Program. Gifts should be reviewed as carefully as works that are purchased or commissioned. Funds for maintenance and conservation of the public art collection are limited, as are the number of sites on municipal property that are suitable for gifts or other future public art projects. Therefore a careful review process shall evaluate proposed gifts of public art according to the purposes, goals and selection criteria that guide the program as a whole.

Procedures

For each proposed gift of public art, a written proposal or letter of intent shall be submitted to the PAC staff. The proposal shall include specifications of the proposed gift, including artist, title, dimensions, materials, images and date (if existing artwork) and proposed location. The letter shall state that the donor has read the public art program guidelines and understands that the work may be deaccessioned in the future.

At a regular Public Art Committee meeting, a presentation by PAC staff shall determine the interest by the Committee and the potential sites. After Committee feedback, the donor shall provide the following at a future Public Art Committee meeting.

- Photographs, drawings, models, or designs of proposed artwork;
- Description and samples (if available) of materials and colors;
- Appraised value of the work by professional art appraiser (if the work is existing);
- Preferred location;
- Installation details and timeline;
- Description of routine maintenance and estimate of maintenance costs;
- Costs associated with the acceptance of the work by City;
- Artist's resume;
- Object's exhibition history, if it is an existing work;

- Letter of authentication from the artist; and
- Any other issue pertaining to the acceptance of the artwork

Loans shall include the information above, plus the duration of time that the artwork will be on City property and the arrangements for de-installation.

Public Art Committee Review

The Public Art Committee shall review the proposal with the same policies, procedures and criteria for a new work of art. The donor may be required to return again to the Committee with proposal modifications or a detailed site plan agreed to by the partner agency.

Associated Costs

Frequently the associated costs with accepting an artwork donation can be substantial. These cost may include engineering, additional design and construction such as a pedestal, identification plaque, special lighting, structural support meeting all building codes, landscaping of site and future on-going maintenance. The maintenance fund should be increased by 10% the value of the artwork. The standard City policy shall be to request that the donor pay for these costs, but the City Commission may waive all or part of the costs when accepting the artwork.

Final Acceptance of Gifts

The Public Art Committee shall recommend acceptance to the City Commission for its action to accept the donated artwork. The following is required for final acceptance.

- An executed contract transferring title of the artwork and clearly defining the rights and responsibilities of all parties.
- Complete records of accession including, but not limited to, a signed deed of gift, acknowledgment of receipt, registration information, location card, exhibition record, digital images, and independent appraisal.
- Verification that the work is unique and an edition of one (unless stated to the contrary in the agreement and accepted by the City).
- In general, works of art shall be acquired without legal restrictions as to future use and disposition, except with respect to State or Federal laws on preservation, copyright, and/or resale of works of art.

Final Acceptance of Loans

The Public Art Committee shall recommend acceptance to the City Commission for its action to accept the loaned artwork. The following is required for final acceptance.

- An executed contract clearly defining the terms and conditions of the loan and the rights and responsibilities of all parties.

Exceptions

The following shall be exempt from the formal review and acceptance procedure.

- Gifts of state presented to the City by foreign governments or by other political jurisdictions of the United States that may be accepted by City Commission or the City Manager on behalf of the City. The Public Art Committee and the appropriate City department shall determine permanent placement of any such artworks jointly.
- Art or exhibitions loaned for display on public property for 180 days or less. Review and approval in these instances shall be the responsibility of the Public Art Committee in conjunction with the department with jurisdiction over the site of the display or exhibition.
- Artworks not owned by the City, but displayed in private offices or in non-public areas of City facilities.

Memorial Gifts

The Public Art Committee shall only evaluate the artwork and its suitability for the proposed site. Issues of appropriate memorialization of individuals or events are not the responsibility of the Public Art program.



Artist Résumé

Susan Q Wood, "SusieQ"

USA Phone: 954.630.1610

Email: SQwood@gmail.com

Art Website: <http://www.SusieQIntl.com>

Education

- 2013 Creative Artist Advancement Program (CAAP)
- 2009 The Artist as an Entrepreneur Institute, ArtServe, Fort Lauderdale, FL
- 1969 BS Art Education, East Carolina University, NC

Record of Exhibits

- 2016 *From the Ground Up* Fort Lauderdale City Hall, 100 N Andrews Ave, Fort Lauderdale, FL
- 2016 *eARTb, Honoring our Garden* Ann Kolb Nature Center, Dania Beach, FL
- 2016 Season State of the Artists non-organization Organization, Parker Playhouse Fine Art Gallery, 707 NE 8th St., Fort Lauderdale, FL
- 2014 *RedEYE REboot* ArtServe, 1350 E Sunrise, Blvd. Fort Lauderdale, FL
- 2014 *Splash*, Broward Art Guild, 3280 NE 32nd St, Fort Lauderdale, FL
- 2014 *eARTb* ArtServe, 1350 E Sunrise, Blvd. Fort Lauderdale, FL
- 2013 *Trash 2 Art, 7th Annual Show*, Studio 18 in the Pines, Pembroke Pines, FL Sponsored by Trash to Treasure.
- 2013 *Affordable Art*, ArtServe, 1350 E Sunrise, Blvd. Fort Lauderdale, FL
- 2013 *Small Works*, Broward Art Guild, 3280 NE 32nd St, Fort Lauderdale, FL
- 2013 *Holiday Show*, Lauderhill Library, Lauderhill, FL
- 2013 *LandScapes + Still Life*, Broward Art Guild, 3280 NE 32nd St, Fort Lauderdale, FL
- 2012-13 Season State of the Artists non-organization Organization, Parker Playhouse Fine Art Gallery, 707 NE 8th St., Fort Lauderdale, FL (2nd place, "My Favorite" ribbon award)
- 2012-13 Season Island City Art Walk, Wilton Dr., Wilton Manors, FL (most exhibits held one night a month at various venues, April featured artist)
 - Small Wonders*, JuiceBlendz, 2248 Wilton Dr., Wilton Manors, FL (month exhibit, through the Island City Art Walk, solo show)
 - Environmental Works*, JuiceBlendz, 2248 Wilton Dr., Wilton Manors, FL (month exhibit, through the Island City Art Walk, solo show)
- 2012 *Greener...*, The Projects Artspace (F.A.T. Village Arts District), 523 NW 1st Ave, Fort Lauderdale, FL
- 2011-12 Season Island City Art Walk, Wilton Dr., Wilton Manors, FL (one night a month at various venues)
- 2012 *Trash 2 Art, Annual 2012*, ArtServe, 1350 E Sunrise, Blvd. Fort Lauderdale, FL
- 2011-12 Season State of the Artists non-organization Organization, Parker Playhouse Fine Art Gallery, 707 NE 8th St., Fort Lauderdale, FL (exhibited only part of season)
- 2011 *In the Company of Women*, Gallery 101, 101 NE 33rd St., Fort Lauderdale, FL, May-June
- 2010 *Art Exhibit*, Sopra Building, 110 E Atlantic Avenue, Delray Beach, FL (curator, Grace Greenberg)
- 2009 *Undefined*, ArtServe, 1350 E Sunrise, Blvd. Fort Lauderdale, FL (Red Ribbon award)
- 2009 *Art & Jazz Social Event* organized by Robin White, Boca Raton Lifetime Athletic Club, 1499 Yamato Rd, Boca Raton, FL
- 2009 *A Journey through Spiritual Art*, Dance Moves, 220 Commercial Blvd, Ste 201, Lauderdale by the Sea, FL
- 2009 Uncommon Stock Gallery, 2713 E Commercial Blvd, Fort Lauderdale, FL
- 2008-09 Season Island City Art Walk, Wilton Dr., Wilton Manors, FL (tourist season)
- 2008 *On Stage*, Neighborhood Coffee & Gelato Amoré, 6020 N Federal Hwy, Boca Raton, FL (solo show)

- 2007-08 Season Island City Art Walk, Wilton Dr., Wilton Manors, FL (tourist season)
- circa 1980 A Small, Independent Gallery, Seattle, WA (solo show)
- circa 1975 Membership Show for a Los Angeles Art Association, Los Angeles, CA

Co-creative or Collaborative Works (participants at the SusieQ mobile art station are invited to collaborate on the project during the event by adding paint or objects to the painting. For the most part they are abstract paintings coordinated/guided by the artist)

- 2015-16 *Saving One Little Fish at a Time* (series of works) Kids Ecology Corps, SusieQ Wood, Director of Environmental Art Projects, Fort Lauderdale Beaches, FL
- 2015 *Guerrilla Trashformation* Guerilla Marketing Annual Event, Orlando, FL
- 2013 St. Bonaventure School (collaborative mixed media project with young students as fund-raiser)
- 2013 Lauderdale AfterSchool Recycling Art Project (collaborative mixed media project with students)
- 2012 Green Event, Mizner Park, Boca Raton, FL (rain barrel for free give-a-way)
- 2012 *Earth Day Celebration*, Hugh Birch State Park, 3109 E. Sunrise Blvd., Fort Lauderdale, FL
- 2011 Private wedding anniversary party, Honeymoon Island, FL
- 2011 Private wedding, Big Pine Key, FL
- 2011 *Everyday Earth Day*, Hugh Birch State Park, 3109 E. Sunrise Blvd., Fort Lauderdale, FL
- 2010 Private wedding, Newry, Maine
- 2010 *Live Boldly 2010*, "Strive and Thrive" fund-raiser by Professionals Educating and Advocating Respectful Relationships (PEARR) for Women in Distress
- 2010 *Allow Your Spirit to Soar*, registration function, The Westin of Fort Lauderdale, 400 Corporate Dr., Fort Lauderdale, FL.
- 2009 *The Art of Healing MS*, by invitation, Multiple Sclerosis Foundation, ArtServe, 1350 E Sunrise, Blvd. Fort Lauderdale, FL
- 2009 *Art & Jazz Social Event*, Boca Raton Lifetime Athletic Club, 1499 Yamato Rd, Boca Raton, FL
- 2009 *Run for our Future*, fund-raiser, Junior Achievement & Florida Introduces Physical Activity and Nutrition to Youth (FLIPANY), Tradewinds Park, 3600 W Sample Rd, Coconut Creek, FL
- 2009 *Natural Awakenings Magazine*, Sarasota Annual Awards Ceremony, Sarasota, FL
- 2009 *Green Expo 2009*, Stranahan Park, 15 SE 1st St., Fort Lauderdale, FL
- 2009 *Jody Ebling's Spring Concert*, Center for Spiritual Living, 1550 N 26th St., Fort Lauderdale, FL
- 2009 *Healthy Living Expos*, Brevard Community College, 3865 N Wickham Rd, Melbourne, FL
- 2009 *Eco-Fest Maroone*, Maroone Toyota, 4050 Weston Rd, Davie, FL
- 2008 *Give Thanks to the Environment Day*, Anne Kolbe Nature Center, 751 Sheridan St., Hollywood, FL
- 2008 *Tai Chi and Music Party*, Boca Raton, FL
- 2008 Lovewell Institute for the Creative Arts (work was based on Lovewell logo), Fort Lauderdale, FL
- 2008 Americorp, co-created painting during the *National Americorps Week Finale Rally*, Miami, FL
- 2008 Donors Forum of South Florida, *Teaming up with Creative Thinking for the Greater Good*
- 2008 Natural Awakenings Publishing Annual Conference, Naples Florida
- 2008 *Reflections of Humanity*, NewLife Expo, Broward County Convention Center, 1950 Eisenhower Blvd, Fort Lauderdale, FL
- 2008 *Earth Day Celebration*, Museum of Science and Discovery, 401 SW 2nd St., Fort Lauderdale, FL
- 2008 *Broward County's 6th Annual Water Matters Day*, Tree Tops Park, 2900 S.W. 100th Ave., Davie, FL

Commissions/Grants

- 2015-16 *All Hands on Deck* Grant through Trash to Treasure, Broward Co., FL
- 2014 *Butterfly Project* Grant from Broward Cultural Council & National Endowment for the Arts, Broward Co, FL
- 2014 Shepeley Bulfinch Architects, Boston MA
- 2009 Multiple Sclerosis Foundation, Fort Lauderdale, FL
- 2009 Jody Ebling, singer

- 2008 Carol Aubrey, author, cover painting for *Fearless Thinking* book
- 2008 Tallahassee Community College for Americorp
- 2008 Donors Forum of South Florida

Honors

- 2015 Award for mixed media “Global Garden of D’Caps” State of the Artists non-organization Organization annual show, Main Library, Broward County, FL
- 2013 2nd Place, “My Favorite” ribbon award. People’s choice competition for over 7 separate exhibits & more than 450 artworks at Parker Playhouse Fine Art Gallery, Ft Lauderdale, FL
- 2010 Arts Leader of the Year, Spirit of Excellence Awards, The American Business Women’s Association, South Broward Chapter
- 2009 Red ribbon award for “Calliope... Never Ending,” *Undefined*, ArtServe, Ft Lauderdale, FL

Print Media

- “Eco-art by SusieQ at ArtServe and the Greener... show at The Projects Artspace.” *Natural Awakenings*, Broward County, Florida edition, (May 2012): 11.
- “Living Art, Creativity Inspires Community,” by Kristen Broadfoot, *Natural Awakenings*, national coverage through the magazine franchise network, (September 2010): 31-32.
- Duo Magazine, “Duo Discovers Susan ‘SusieQ’ Wood,” article with photos. Issue IV, (October 2009): 68.

Radio/Television

- 2008 Radio Interview: “Interview with SusieQ,” Good News Show, Patti Black and Chere are the hosts of this live internet broadcast show. September 8
- 2008 Radio Interview “Have Brush, Will Travel,” Kande G, Nothing But Good News Radio Show, 1360 AM WKAT, May 15

Teaching Experience (and Guest Artist)

- 2013 7th grade Mixed media class, March 13, St Bonaventure School, Weston, FL
- 2013 Mixed media class (afterschool program), January 18, Lauderhill Lakes, FL
- 1994-5 Elementary Art Teacher (Kindergarten through 5th grade) Public School System, New Kent County, VA (Certified art teacher for the talented and gifted (TAG) students, then the general population of students, part time)

Related Work Experience

- circa 1985 *My Favorite Book*, Sandston Elementary School Library, Sandston, VA (“stained glass” paintings by students on 30 library windows, illustrating their favorite book.)
- circa 1979 Membership Department, Seattle Art Museum, Seattle, WA

Lectures/Workshops (Presentations, Artist Talks, etc.)

- 2014 Lecture – “A Natural Awakening ~ an Artist’s Perspective.” Holistic Chamber of Commerce, Sunrise FL, January 22
- 2010 Lecture/Slide Show, : “Life with Purpose: Blah to Bliss” National League of American Pen Women, Restaurant, Galleria Mall, E. Sunrise Blvd., Fort Lauderdale, FL, November 11
- 2010 Speaker/Fund-Raiser Co-creative Painting, Live Boldly 2010, “Believe in Yourself, Speak the Truth, and Get on with it”. PEARR fund-raiser with co-creative painting for Women in Distress, The Tower Club in Fort Lauderdale, 100 SE 3rd Ave., Fort Lauderdale, FL 33394, May 22
- 2010 “Live with Purpose – From Lack to Abundance,” Tubten Kunga Center for Wisdom Culture, 201 SE 15th Ter., Suite 211, Deerfield Beach, FL, March 27
- 2009 Lecture/Presentation: “Environmental Art Talk,” Quest Bookstore, Theosophical Society, 829 N. Federal Hwy., Palm Plaza, Deerfield Beach, FL 33441-5633, March 8

- 2009 Workshop/Presentation: "Connecting Through Art," Expo of Heart, Broward County Convention Center, 1950 Eisenhower Blvd., Fort Lauderdale, FL, February 22
- 2007 Lecture/Art Exhibit, "My Environmental Artwork and "The 11th Hour," Warner Independent Film's request to make presentation prior to the preview screening "The 11th Hour," environmental documentary by Leonardo DiCaprio. One woman exhibit by SusieQ. Gateway Theater lobby, Sunrise Cinema, Fort Lauderdale, FL, August 20

Art Sales

circa 1958-current SusieQ art sold to business associates, art investors & friends, nationally & locally

References

Ms. Kosh, Founder & CEO, State of the Artists non-organization Organization,
P.O. Box 10373, Pompano Beach, FL 33061
Phone: 954.304.1596, Email: HeyKosh@aol.com

Mr. Krishan Manners, co-owner, Island City Art Walk and Wilton Manors Development Association,
2164 Wilton Dr., Wilton Manors, FL 33305
Phone: 954.401.2182, Email: Krishan@IslandCityArtWalk.com

Mr. Byron Swart, Managing Director, ArtServe, 1350 E. Sunrise Blvd, Fort Lauderdale, FL 33304
Phone: 954.462.9191 x206, Email: ByronS@artserve.org

Meeting Date: June 14, 2016

Agenda Item 10

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FOR FLORIDA, ACCEPTING AND APPROVING THE RECOMMENDATION FROM THE PUBLIC ART COMMITTEE TO DONATE \$70,000.00 TO THE SHIPWRECK PARK, INC. UNDERWATER ARTWORK AND ASSOCIATED ENGINEERING STUDIES; PROVIDING AN EFFECTIVE DATE. (COST: \$70,000 FROM PUBLIC ART FUND)

Summary of Purpose and Why:

Shipwreck Park, Inc., a 501(c)3 organization has approached the Public Art Committee for a donation of \$70,000 to acquire artwork and fund the engineering studies necessary to sink artwork with the ship, *Lady Luck*, in July 2016. The monies donated by the Public Art Committee will be used to create artwork by Dennis MacDonald, Zbitz Studioz, and fund engineering.

The Public Art Committee met on June 2 and voted on the donation of \$70,000.00 towards the creation and completion of artwork and an engineering assessment. The money would be reallocated from three (3) similar projects that were related to an underwater sculpture garden project that were planned for FY 2016: (1) Underwater Sculpture Garden (\$40,000); (2) Sink Fish Sculptures (\$20,000); (3) Engineering Technical Assistance (\$10,000).



Accomplishing this item supports achieving Initiative 2.8 Further develop and promote cultural / heritage tourism opportunities.

- (1) Origin of request for this action: Public Art Committee
- (2) Primary staff contact: Laura Atria/Robin Bird/ Jennifer Gomez Ext. 4310
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: \$40,000 from account 315-6110-539.65-14; \$20,000 from account 315-6111-539.65-14; \$10,000 from account 315-6112-539.65-14

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	<u>6-3-16</u>	Approval	
City Attorney	<u>6-3-16</u>		
Finance	<u>6-3-16</u>	Approval	
Budget	<u>6/6/16</u>		
<input checked="" type="checkbox"/> Public Art Committee		Approval Memo # 16-030	
<input checked="" type="checkbox"/> City Manager			

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			



City Attorney's Communication #2016-862

June 1, 2016

TO: Laura Atria, Public Art Program Manager

FROM: Mark E. Berman, City Attorney

RE: Resolution – Public Art Committee Donation of \$70,000.00 to The Shipwreck Park, Inc.

As requested in your memorandum dated May 31, 2016, Development Services Memorandum No. 16-253, I have prepared and attached the following captioned resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING AND APPROVING THE RECOMMENDATION FROM THE PUBLIC ART COMMITTEE TO DONATE \$70,000.00 TO THE SHIPWRECK PARK, INC. FOR UNDERWATER ARTWORK AND ASSOCIATED ENGINEERING STUDIES; PROVIDING AN EFFECTIVE DATE.

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



MARK E. BERMAN

/jrm/ds
l:cor/dev-srv/2016-862

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING AND APPROVING THE RECOMMENDATION FROM THE PUBLIC ART COMMITTEE TO DONATE \$70,000.00 TO THE SHIPWRECK PARK, INC. FOR UNDERWATER ARTWORK AND ASSOCIATED ENGINEERING STUDIES; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Pompano Beach accepts and approves the recommendation of the Public Art Committee to donate \$70,000.00 to The Shipwreck Park, Inc. for underwater artwork and associated engineering studies. Art and studies completed through the donation become the property of the Shipwreck Park, Inc. The artwork must be publicly accessible for general public enjoyment.

SECTION 2. The conditions of the donation are that the monies must be utilized as described in the proposal from Shipwreck Park, Inc., which is enclosed as Exhibit "A", additionally a plaque shall be affixed to or near the seashell collages, and shall include the Pompano Beach Public Art logo that acknowledges the City of Pompano Beach Public Art program as a sponsor; use of the Public Art logo to acknowledge City of Pompano Beach Public Art program as a sponsor in all promotional/marketing materials for the Shipwreck Park, Inc.; the Public Art Committee shall be allowed to provide input on the artistic components and arrangements of the seashell collages; and Shipwreck Park, Inc. agrees to accept full

responsibility for ensuring compliance with Chapter 160 of the Pompano Beach Code of Ordinances and the Public Art Master Plan.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

MEB/jrm/ds
6/3/16
l:reso/2016-220



The Shipwreck Park, Inc.
P O Box 1300 • Pompano Beach, FL 33061
(954) 786-4607

Donation Proposal for The Shipwreck Park, Inc.

Background

The City of Pompano Beach and the Isle Casino Racing Pompano Park have each provided \$312,500 towards the purchase of a 324 foot tanker ship that will be a part of an artificial reef project. The Shipwreck Park, Inc., a 501(c)(3) public charity organization has been established for developing and maintaining Shipwreck Park which will eventually include a number of underwater adventures off the coast of Pompano Beach. The Shipwreck Park, Inc. has been working with Dennis MacDonald, Zibitz Studioz, to create artwork that will be mounted on the sunken ship. This artwork will relate to both underwater sea life and some of the pieces will relate to casino themes; i.e. dice, roulette, along with sea life such as sharks, dolphins, mermaids, octopuses, etc. The Shipwreck Park, Inc. has also contracted with an engineering company to conduct an engineering analysis to ensure the ship and the artwork will be sunk properly.

Public Art in the Annual Plan for 2016

As a separate but related initiative, in FY16 the Public Art Committee has three related projects planned.

1. Underwater Sculpture Garden (\$40,000): The Committee commissions an artist to create a fiber reinforced concrete sculpture. The sculpture would be on display in the City for one year prior to its final sinking.
2. Sink Fish Sculptures (\$20,000): This money will be used to hire a company to create 3-4 cement pompano fish that will be sunk in the ocean. The fish will be created using the mold from the Painted Pompano series.
3. Engineering Technical Assistance (\$10,000): This money will be used to hire an engineer to determine the best methods for sinking the art and oversee the Pompano fish sinking project.

Proposal

It has always been the vision that the sunken ship would include various artistic zones where art will be displayed. The art display on the ship will be between 50 to 100 feet deep into the ocean. As mentioned above, one of those zones will include interpretative elements that could be seen as an underwater casino. As a separate zone, the Shipwreck Park, Inc. would like to add an additional exhibit to include three 10' x 10' collages of other underwater sea life containing starfish, shells, and sand dollars. These collages will create environments that will provide habitats for sea life. The collages will also contain a total of twelve receivers that will allow for future sculptures to be installed easily in the underwater exhibit.

The Shipwreck Park, Inc. is looking for donated funds to be used towards the artwork and associated engineering studies. The Shipwreck Park, Inc. is requesting a donation from the Public Art Fund. As noted above, the FY16 Public Art budget currently has \$70,000.00 allocated for underwater artwork for the year 2016. The Shipwreck Park, Inc. is requesting that instead of completing the three projects listed as city projects, the money be donated to help fund the above described artistic and engineering components of Shipwreck Park.

The artistic and engineering components of Shipwreck Park includes the following:

- Completion of the casino themed artwork.
- 3 approximately 10' x 10' collages of seashells, star fish, and sand dollars. These collages will create environments that provide habitats for sea life.
- Within the 3 10' x 10' exhibit, there will be 4 receivers on each collage for a total of 12 receivers. These receivers will be for future artwork that will be added to the collages. Mr. MacDonald will provide a detailed packet with information on engineering and floor plan that future commissioned artists will be able to use for their installations.
- Artwork will generally be created using cement and steel.
- An engineering assessment to ensure all art will be able to safely make it to the final location without breaking.
- A plaque that lists the City of Pompano Beach Public Art Program as a sponsor of the exhibit.

With the donation, The Shipwreck Park, Inc. would like to offer the Public Art Committee, or a subcommittee, the opportunity to provide feedback and critique on the artwork to be created.

Maquette of Collages

Simple maquette of the 3 collages. This art will include 12 receivers for future art. Please note, these images will inform the final artwork that will be far more detailed.



Example of what the starfish will look like. Starfish will come in 3 different sizes.

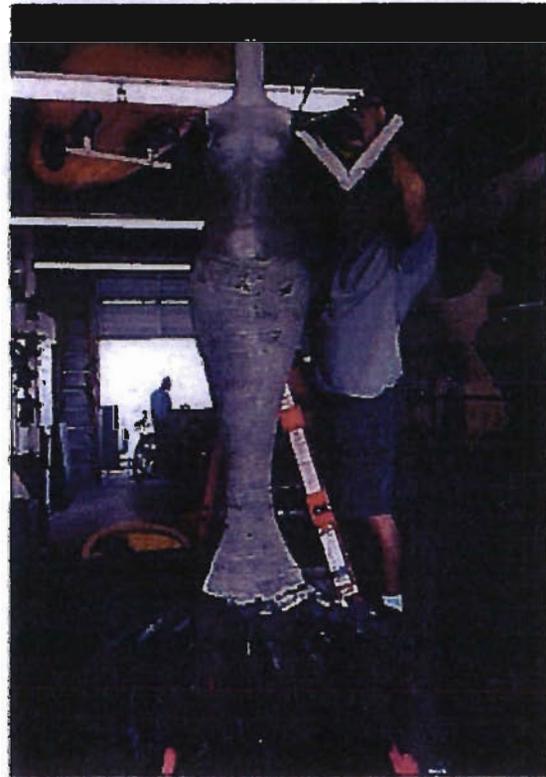
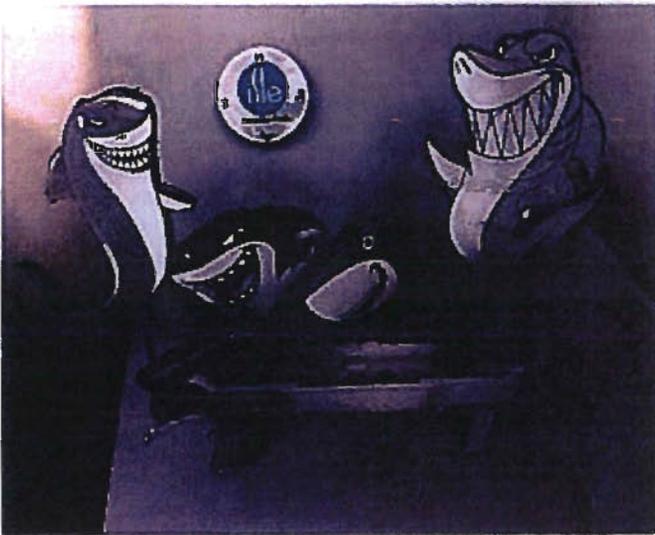


Examples of maquette transformed into the actual artwork.

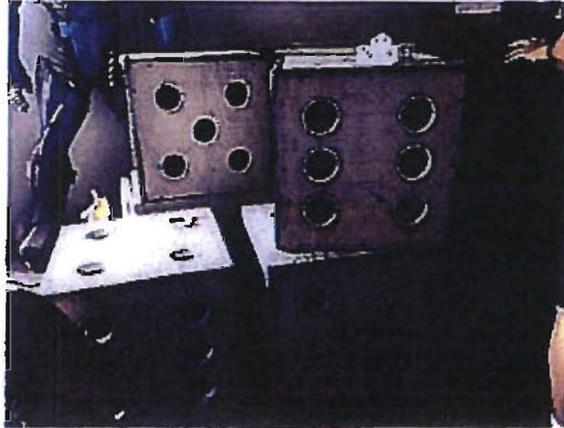
Examples of Casino-themed artwork being fabricated.

Sharks and Mermaid (mermaid to be included with sharks though not shown in the original maquette)

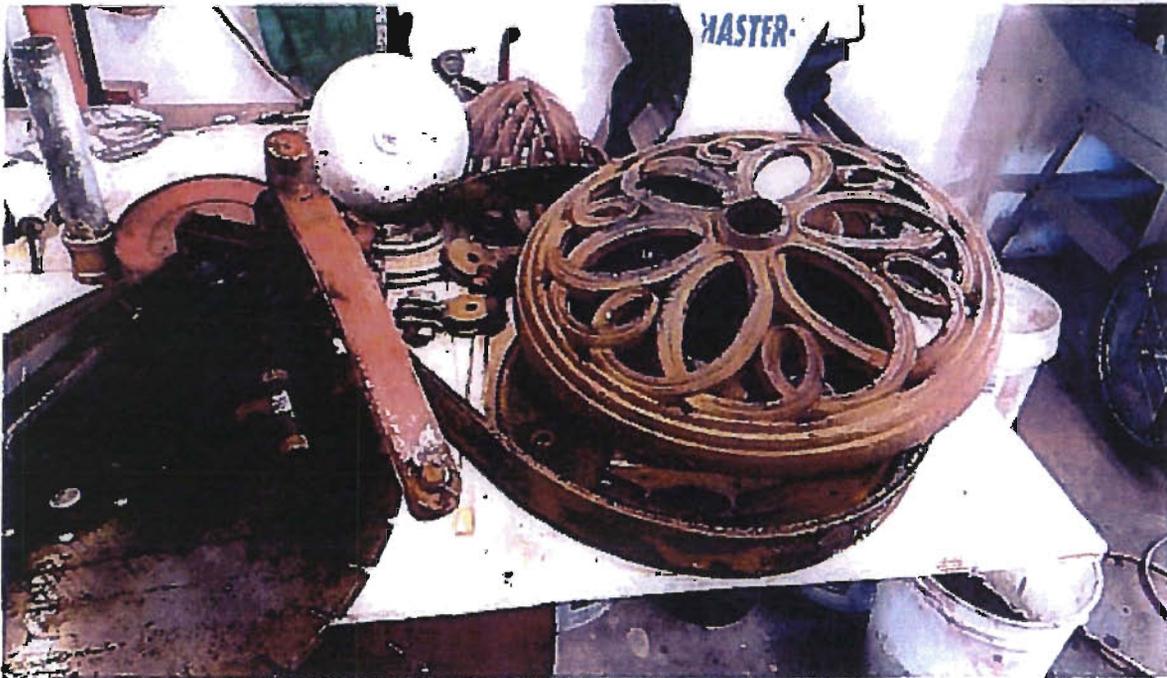
Note: Logos will not be funded by Public Art Donation.



Dice (please refer to small dice maquette to see how small images are used to inspire large installation)



Slot Machine inspired art (found objects will be assembled to resemble a slot machine)



Respectfully Submitted June 2, 2016,

The Shipwreck Park, Inc. Board of Directors

Artist selected for The Shipwreck Park, Inc. underwater art

Dennis Foch MacDonald

1609 N. Riverside Dr. #503

Pompano Beach, Florida 33062

Email: fochmac@hotmail.com

Phone: 954-696-1690

Experience: Managing Partner/Director of Development/Projects Director/ Lead Artist
Zibitz Studioz, LLC
1609 N. Riverside Dr.
Pompano Beach, Florida. USA
January 2004-Present

Zibitz Studioz was formed in January, 2004 as an exhibit and attraction provider staffed by a talented group of artists, independent, experienced subcontractors and willing mercenaries.

Annual sales in excess of \$2,000,000.

Some of Zibitz' projects include:

- **Enemy Within Exhibit** International Spy Museum, Washington, DC
- **Hoover Dam Interpretive Center** Hoover Dam, Colorado
- **Witte Museum Science Tree House** Witte Museum, San Antonio, TX
- USS Monitor Center** Mariner's Museum, Newport News, VA
- Miami Metro Zoo** Amazon and Beyond Expansion
- Rapa Nui Reef** Deerfield Beach, Florida

President/Director of Development/Projects Director/ Art Director
Sightline Studios, Inc.
Starke, Florida USA
January 1996-January 2004

SightLine Studios founding partner and Projects Director, was responsible for all aspects of sales and estimating, contract and negotiation, client relations, design, fabrication, installation and project management and development. Directed Art Department to teach, create and establish Industry Standard. Annual Sales in excess of \$ 5,000,000.

SightLine Studios projects include:

- **Toon Lagoon** Universal Studios, Orlando Florida
- **Superhero Island** Universal Studios Orlando, Florida
- **Sindbad Stunt Show** Universal Studios, Orlando, Florida
- **Retail Store Theming** Universal Studios Orlando, Florida
- **Twister Attraction** Universal Studios Orlando, Florida
- **Bahama Triangle Attraction** Sea World Columbus, OH
- **Timbuktu Attraction** Busch Garden Tampa, Florida
- **Grove Park Resort** Asheville, NC

- **Foxwoods Resort and Casinos** Norwich, Conn.
- **Mohegan Sun Casino** Norwich, Conn.
- **Harrah's Casino** New Orleans, LA / St. Louis, MO
- **Texas State History Museum** Austin, TX

Designer/ Senior Designer/Project Manager/ Senior Project Manager/ Director of Operations/ Artist/Fabricator

Museum Services, Inc.
 Gainesville, Florida, USA
 January, 1986- January, 1996

Museum Services was founded as a museum exhibit fabrication firm. As a student in the College of Architecture at the University of Florida, was hired by this growing company to develop a design department, to provide shop and engineering drawings. Supervisor of all design and fabrication functions as well as managing and administrating multiple, high profile and international projects. These positions gave me my first real hands on experience in the Themed Entertainment Industry, and I was hooked.....

- **E.T.'s Adventure** Universal Studios Orlando, Fl./ Los Angeles, CA.
- **Honey, I Shrunk The Kids** Disney World, Orlando, Florida
- **I Corsari Pirate Darkride** Gardaland Themepark Pesschiara, Italy
- **Luxor Hotel Casino** Luxor Hotel, Las Vegas, NV
- **Traveling Museum Exhibits** BBH Exhibits, San Antonio, TX.
- **Masters of the Night** United Exhibits Vladrop, Holland

Education

University of Florida
 College of Architecture
 1983-1986

Rhode Island Community College
 Providence, Rhode Island
 1972-1974
 AA



**PUBLIC ART COMMITTEE
MEMORANDUM #16-030**

DATE: June 2, 2016
TO: City Commission
FROM: Public Art Committee
SUBJECT: Shipwreck Park, Inc. Donation

The Public Art Committee held a special meeting on June 2, 2016 to meet with Shipwreck Park, Inc. Shipwreck Park, Inc. presented a proposal to the Committee for a donation for the artwork aspect and associated engineering studies used towards the project. The Committee discussed the proposed donation of \$70,000.00 to the project.

The Committee approved the donation of \$70,000.00 to Shipwreck Park, Inc. This money will be used towards the artwork aspect of the project as well as associated engineering studies.

A handwritten signature in blue ink, which appears to read "Terrence Davis", is written over a horizontal line.

Terrence Davis
Chair
Public Art Committee



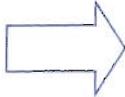
Pompano Beach Public Art Committee

City Commission Chambers
Conference Room

April 21, 2016
5:00 P.M.

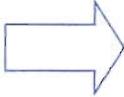
AGENDA

A. Presentations 1. Shipwreck Park

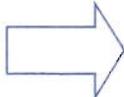


Assistant City Manager Greg Harrison, explained the partnership between the City, the Isle Casino, and Shipwreck Park 501(c)3 that is sponsoring Shipwreck Park. The partnership has bought a 324-foot vessel from New York named Newtown Creek. There will be casino-themed artwork on the vessel, but there is much more room that could host public art. They were hoping the public art committee could come up with ideas for art for the rest of the ship during the sinking. The boat is scheduled to be sunk in July. It will be about fifteen minutes from the Hillsboro Inlet, which is much closer than most dive sites.

NOTE: Kelly Anne Maguire arrived at the meeting at this point (5:19 p.m.)



Rob Wyre, Vice President and General Manager at Isle Casino explained, as a partner, the casino will be naming the vessel and installing casino-themed artwork designed by Pompano Beach artist Dennis MacDonald. The hope is to include public art and possibly a rotating collection of art. There are plans to sink additional vessels and other pieces in the vicinity of the boat. The casino will be naming the boat "Lady Luck" and are developing a logo for the vessel. The proximity of the site to the inlet and the depth will allow easy access for both experienced and inexperienced divers.



MOTION by Terry Davis and seconded by Tobi Aycock to do everything in the committee's powers to partner with and support the shipwreck park and the art by July. All voted in favor.



**Pompano Beach
Public Art Committee**

City Commission Chambers
Conference Room

June 2, 2016
5:00 P.M.

SPECIAL SET MEETING MINUTES

A. Call to Order

Mr. Davis called the meeting to order at 5:05pm.

B. Roll Call

Terrence Davis
Tobi Aycock
Linda Houston Jones - *ABSENT*
Chad Kovac - *ABSENT*
Chris Mullon (Alternate)

Donna Schorr
Kelly Ann Maguire
Marie Goodrum Johnson - *ABSENT*
Mimi Botscheller (Alternate)

Others Present:

Edie Kappler
Tom DiGiorgio Jr.
Greg Harrison
Rob Wyre
Jeff Torode
Dennis MacDonald

C. Presentations

1. **Shipwreck Park, Inc.**
 - a) **Discussion**

Mr. DiGiorgio stated that local news stations have recently given great press on the boat sinking. The project was conceived almost 10 years ago as a way to boost economic development in the area and to ease some of the strain on the natural reef. The ship that was bought is a 324-foot long vessel, which is able to accommodate a large amount of art. Another wreck, the Vandenberg, uses a rotation of art and this project will have a similar project. There is expected to be more than 35,000 divers visiting the site each year. The 501(c)(3) raised about \$650,000, but is still about \$150,000 short. The ship is scheduled to sink on July 23rd, and there will be fundraisers up to that date, but the group is asking the Public Art Committee for a donation as well.

Mr. Wyre stated that the project will cost much less than was originally estimated. This allows for a more interactive ship. The partnership between Shipwreck Park, the Isle Casino, and the City of Pompano Beach has helped to make the project a reality.

Mr. Torode stated that the project is an "art meets the environment." Themed wrecks are much more popular than just a sunken vessel. Rotating the art on the boat renews divers' interest.

Mr. Wyre stated that the proximity of the ship to the inlet and the depth of the wreck will make it easy to reach for all different levels of divers.

Mr. MacDonald stated that the original idea was a casino themed wreck. His background is in historical art, so he took a whimsical approach. The footprint of his work will be about the size of a conference room. There will be an octopus dealing craps and slot machines made of found objects. There will be 2-foot by 2-foot hollow dice with holes for the fish to swim in and out. Sharks will be stationed at a poker table and a full-sized mermaid will also be installed in the exhibit. A swim-through stack of poker chips will advertise the Isle's logo. On the roof area, which is only about 50' down, will be a natural setting with starfish, shells, and sand dollars made of concrete and steel. They will be 10-foot by 10-foot collages. He is also proposing a steel-cut vignette of community members. A receiver could be attached to the boat and any rotating art would be mounted on the receiver and secured with a pin to hold the art on the boat. The time to decide on the additional art is now because adding it afterward would be incredibly expensive.

Mr. DiGiorgio stated that the group is asking for \$70,000 to fund the boat and in turn the Committee would provide input on the art that goes down with the ship. The boat will be in the port of Miami and will host a gala before it is sunk. The ship will be sunk with cameras, with a live feed so it can be viewed online. Scuba Nation will be filming footage to present the project to the public.

Mr. Harrison stated that there will also be a plaque at the dive site honoring the Public Art Committee's contribution.

Ms. Schorr asked if there will be a permanently-installed live camera so that the wreck can be viewed at any time.

Mr. DiGiorgio stated that the camera would not be able to be powered constantly, but the diving committee would be constantly filming the wreck.

Ms. Aycock asked if the wreck would be able to be viewed without diving.

Mr. DiGiorgio stated that the visibility in the water at the proposed location can be up to 60 feet, but to experience the majority of the ship, you would have to dive.

Mr. Davis asked if the committee could be given the specifications of the boat and details of how the artwork would be attached.

Ms. Atria stated that Mr. MacDonald will provide all of the information to the Committee for future artists. She also suggested that the art should be staggered throughout the boat.

Mr. Mullan asked how much impact currents and surges would have on the wreck at 50 feet.

Mr. Torode stated that there would be some movement during strong surges, but normal activity would not impact it.

Mr. Davis asked how the ship would sink differently than the Rapa Nui project.

Mr. DiGiorgio stated that the Rapa Nui wreck was built on a barge. Lady Luck is a big, bottom-heavy tanker ship with a large keel. The tanks will be flooded first, and the ship should sink straight down.

Ms. Atria asked how the weight of the art will impact the sinking.

Mr. DiGiorgio stated that as long as it is balanced on the centerline of the boat, it will be fine.

Ms. Aycock asked how the roof structure would support the weight of the art.

Mr. MacDonald stated that there will be structural beams supporting the roof, but if other support is needed, it can be added.

Mr. Davis asked if the art will be attached when it is sunk.

Mr. Jeff stated that the larger art will be welded to the boat before sinking, but the removable art would be added after it is sunk.

Ms. Maguire asked where the photo opportunities will be.

Mr. Torode stated that the boats that visit the wreck will tie off on the boat by the Public Art Committee's plaque. It will be surrounded by the art that will be sponsored by the Public Art Committee.

Ms. Maguire asked where the sponsor plaques will be installed.

Mr. Wyre stated that they will be on the other side of the boat and out of sight from any pictures taken of the art sponsored by the Committee.

Mr. Mullan asked if there will be color loss for the artwork due to the depth.

Mr. Torode stated that there will be some color washout at the lower level, but divers will be using lights to take pictures, so the colors will show up in photos.

Ms. Aycock asked if there will be diagrams of the boat to know where the art should be placed.

Mr. DiGiorgio stated that there are drawings of the ship and diagrams could be provided.

Mr. MacDonald stated that the ship can be laid out in a grid, and the art can be applied where the Committee would like.

Ms. Botscheller asked if the boat would be marked so that it would not be hit by other boats.

Mr. DiGiorgio stated that it is too deep to be hit by a passing boat. The Coast Guard must sign off on the project, and they most likely would not allow a marker.

Ms. Maguire asked what benefits the Public Art Committee would receive.

Mr. DiGiorgio stated that the city gets first say on what will be installed. The platform of an underwater art exhibit is a unique one.

Mr. Harrison stated that the group has a contract with an engineering company for the sinking of the boat.

Ms. Gomez stated that she and Ms. Atria visited the artist and his work exceeded their expectations.

Mr. Davis stated that Mr. MacDonald is an experienced artist and will do a great job.

Ms. Maguire is concerned that the Public Art Committee is not getting enough exposure for the amount of money that will be donated. She would like to make sure that the committee is recognized in the promotional videos.

Ms. Atria stated that the Public Art Committee will be recognized when they contribute.

Ms. Kappler asked why some of the art will be removed when one of the intents of the wreck is to supplement the natural reef environment.

Mr. Davis stated that the art will not be moved very frequently. The project is mostly intended to boost tourism.

With the concerns of the board addressed, Mr. Davis called for a motion to approve the donation from the Public Art Committee to Shipwreck Park.

MOTION by Chris Mullon and second by Tobi Aycock to accept the donation proposal as presented from Shipwreck Park Inc. All voted in favor.

Ms. Schorr asked the representatives of Shipwreck Park if the art needs to be removed. She mentioned a concern shared by some of the Committee members that removing some of the pieces may damage the coral that would form on the art.

Mr. DiGiorgio stated that there will most likely be algae, barnacles, and sponges, not coral.

Mr. Torode stated that the Vandenberg has time limits on the rotating art so that there is no destruction to the natural environment. Something similar can be done with this project.

D. Adjournment

There being no further business, the meeting was adjourned at 6:10pm.

NEXT MEETING

June 16, 2016 @ 5:00 P.M.

**Commission Chambers Conference Room
100 West Atlantic Blvd., Pompano Beach, FL**

DRAFT

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH,
APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE
A HOME FUNDING AGREEMENT BETWEEN THE CITY OF POMPANO
BEACH AND CAPTIVA COVE ASSOCIATES, LTD. PROVIDING FOR NEW
CONSTRUCTION OF CAPTIVA COVE A 264 UNIT MULTI-FAMILY RENTAL
AN EFFECTIVE DATE. (HOME FUNDS \$950,000 – Previously Contributed)

Summary of Purpose and Why:

This resolution authorizes approval and signature by the City of a replacement HOME Funding Agreement between the City and Captiva Cove Associates, Ltd, which completed development its first 264 units of affordable rental housing at Captiva Cove, 1201 W. Dixie Highway (Phase I) in 2013. The City has already contributed \$950,000 in HOME funds to Phase I, pursuant to Resolution No. 2010-306, which authorized and approved the Development Agreement between the City and Captiva Cove Associates, Ltd.

Resolutions 2015-66 and 2016-132 were subsequently adopted, approving and authorizing HOME Funding Agreements for Captiva Cove Phase II that contributed \$186,559 and \$100,327.00, respectively, towards construction of Phase II. Phase II is comprised of the final 88 units necessary to build out the development and is almost finished.

As recited on the first page of the present replacement HOME Funding Agreement, neither of the parties has been able to locate a prior executed copy of the HOME Funding Agreement covering Phase I. It normally would have been authorized and approved at or near the same time as the Development Agreement that was the subject of Resolution No. 2010-306.

Tonight's Resolution and the HOME Funding Agreement that it enables do not impose additional financial obligations on the City. All funds payable by the City to Captiva Cove Associates, Ltd. under it have been paid and Captiva Cove Phase I is complete. However, HOME project funding regulations require that the Agreement be in place and recorded with the Broward County Clerk and Recorder.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Office of Housing and Urban Improvement
- (2) Primary staff contact: Miriam Carrillo/Mark Korman Ext. 4656
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: HOME Funds - \$950,000.00 (previously contributed)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
OHUI	<u>6/9/16</u>	Approval	
City Attorney	<u>6/3/16</u>		
Finance	<u>6/3/16</u>	Approval	

City Manager

ACTION TAKEN BY COMMISSION:

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

MEMORANDUM

DATE: June 3, 2016
TO: Dennis Beach, City Manager
THROUGH: Mark Berman, City Attorney
FROM: Miriam Carrillo, Director *MC*
RE: Agenda Item – Captive Cove Phase I Replacement HOME Funding Agreement

This Resolution authorizes approval and signature by the City of a replacement HOME Funding Agreement between the City and Captiva Cove Associates, Ltd, which completed development its first 264 units of affordable rental housing at Captiva Cove, 1201 W. Dixie Highway (Phase I) in 2013. The City has already contributed \$950,000 in HOME funds to Phase I, pursuant to Resolution No. 2010-306 (attached), which authorized and approved the Development Agreement between the City and Captiva Cove Associates, Ltd.

Willie Hopkins and Gordon Linn handled this transaction for the City. However, neither OHUI nor Cornerstone and its attorneys have been able to locate a final, recorded version of the HOME Funding Agreement, which normally would have been approved and signed at the same time as the Development Agreement. We are, therefore, treating it as a lost document. The attached version recites that fact.

HOME regulations require that this funding agreement be in place and on record with the Broward County Clerk and Recorder.

As recited on the first page of the present replacement HOME Funding Agreement, neither of the parties has been able to locate a prior executed copy of the HOME Funding Agreement covering Phase I. It normally would have been authorized and approved at or near the same time as the Development Agreement that was the subject of Resolution No. 2010-306.

The present Resolution and the HOME Funding Agreement that it enables do not impose additional financial obligations on the City. All funds payable by the City to Captiva Cove Associates, Ltd. under it have been paid, and Captiva Cove Phase I is complete.

Please present the attached Resolution and Satisfaction of Mortgage to the City Commission on June 14, 2016 for approval.

Thank you.

Attachments: Resolution
Replacement HOME Funding Agreement
Resolution 2010-306



City Attorney's Communication #2016-867
June 1, 2016

TO: Mark Korman, Program Compliance Manager
FROM: Mark E. Berman, City Attorney
RE: Resolution – Home Funding Agreement / Captiva Cove

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 HOME FUNDING AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CAPTIVA COVE ASSOCIATES, LTD. PROVIDING FOR NEW CONSTRUCTION OF CAPTIVA COVE, A 264 UNIT MULTI-FAMILY RENTAL DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

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


MARK E. BERMAN

MEB/jrm
L:cor/comdev/2016-867

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 HOME FUNDING AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CAPTIVA COVE ASSOCIATES, LTD. PROVIDING FOR NEW CONSTRUCTION OF CAPTIVA COVE, A 264 UNIT MULTI-FAMILY RENTAL DEVELOPMENT; 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 Captiva Cove Associates, Ltd. providing for new construction of Captiva Cove, a 264 unit multi-family rental development, 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 Captiva Cove Associates, Ltd.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

HOME FUNDING AGREEMENT

between

CITY OF POMPANO BEACH

and

**CAPTIVA COVE ASSOCIATES, LTD. PROVIDING FOR
NEW CONSTRUCTION OF CAPTIVA COVE A 264 UNIT
MULTI-FAMILY RENTAL DEVELOPMENT**

EXHIBITS

EXHIBIT "A"	PROJECT DESCRIPTION
EXHIBIT "B"	COSTS/BUDGET FOR PROJECT
EXHIBIT "C"	TIMETABLE/SCHEDULE FOR PROJECT
EXHIBIT "D"	MORTGAGE ATTACHMENT "A" TO EXHIBIT "D" — PROMISSORY NOTE ATTACHMENT "B" TO EXHIBIT "D" — LEGAL DESCRIPTION
EXHIBIT "D-1" RENTAL	DECLARATION OF RESTRICTIVE COVENANTS FOR UNITS
EXHIBIT "E"	MONTHLY PROGRESS REPORT
EXHIBIT "F"	FINAL ACCOUNTING FOR PROJECT
EXHIBIT "G"	REQUEST FOR PAYMENT FORM
EXHIBIT "H"	RENTAL SET UP AND COMPLETION FORM
EXHIBIT "I"	PROJECT RENTS

HOME FUNDING AGREEMENT

between

CITY OF POMPANO BEACH

and

CAPTIVA COVE ASSOCIATES, LTD. PROVIDING FOR
NEW CONSTRUCTION OF CAPTIVA COVE A 264 UNIT
MULTI-FAMILY RENTAL DEVELOPMENT

This is a Home Funding Agreement ("Agreement") between CITY OF POMPANO BEACH, a municipal corporation of the state of Florida, its successors and assigns, hereinafter referred to as "CITY,"

AND

CAPTIVA COVE ASSOCIATES, LTD., a Florida for-profit Limited Liability Company, its successors in interest, hereinafter referred to as "CAPTIVA COVE."

WHEREAS, the Parties cannot locate a prior executed copy of the Home Funding Agreement, by and between CITY and CAPTIVA COVE, effective December 13, 2011, and wish to re-execute such Agreement to memorialize the terms of the Agreement, in connection with the financing of the Project by CITY, in the amount of Nine Hundred Fifty Thousand and 00/100 (\$950,000.00), as set forth herein; and

WHEREAS, re-execution of such Agreement does not impose any additional promise or obligation in connection with the financing of the Project by CITY, in the amount of Nine Hundred Fifty Thousand and 00/100 (\$950,000.00), such amount having already been paid by CITY according to the terms set forth herein; and

WHEREAS, CITY is a recipient of Home Investment Partnerships (HOME) grant funds from the United States Department of Housing and Urban Development pursuant to 24 CFR 92; and

WHEREAS, September 14, 2010, the CITY Commission adopted Resolution 2010-306 approving funding to CAPTIVA COVE as a sub-recipient of funding under CITY's HOME Program, for the provision of a multi-family rental new construction housing project under the terms and conditions more specifically described herein; and

WHEREAS, the purpose of this Agreement is to increase the availability of affordable residential units by complementing and expanding existing low income housing initiatives currently funded by public and private funds, reduce the cost of housing, and thereby providing rental opportunities for Very-low, and Low Income Families in City of Pompano Beach;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments, hereinafter set forth, CITY and CAPTIVA COVE agree as follows:

ARTICLE 1 – DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement, the exhibits thereto, and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are true and correct and are agreed upon by the parties.

1.1 Assurances: means those assurances made by CAPTIVA COVE to CITY as specifically set forth in Article 8 of this Agreement

1.2 Affordability Period: means the thirty three (33) year period of time the HOME Assisted Units under this Agreement shall remain affordable in compliance with 24 CFR 92.252 and 24 CFR 92.254 and the same thirty three (33) year period that all rental units under this Agreement shall remain affordable in compliance with CITY policy.

1.3 CITY: means the City of Pompano Beach, Florida.

1.4 Contract Administrator: means CITY'S Office of Housing and Urban Improvement Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CAPTIVA COVE and to manage and supervise execution and completion of the Project and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Project.

1.5 CITY Manager: The City Manager of CITY.

1.6 CITY Attorney: The chief legal counsel for CITY who directs and supervises the Office of the CITY Attorney.

1.7 Division: means the Office of Housing and Urban Improvement of City of Pompano Beach, Florida.

1.8 HOME: means the Home Investment Partnerships Program.

1.9 H.U.D.: means the United States Department of Housing and Urban Development.

1.10 Income Eligible Households: means (i) one or more natural persons or a family, (including students who reside in the household), that have a gross income for the household that does not exceed sixty percent (60%) of the area median income (AMI) adjusted for family size for households within the metropolitan statistical area (MSA) for City of Pompano Beach; and, (ii) in accordance with H.U.D.'s requirement for projects with five (5) or more HOME Assisted Units, the term also means that at least twenty percent (20%) of the HOME Assisted Units must be for one or more natural persons or a family (including students who reside in the household) that have a gross income for the household that does not exceed fifty percent (50%) of AMI adjusted for family size for households within the MSA for City of Pompano Beach.

1.11 Project: means the project set forth in Article 2 hereof, and Exhibit "A," entitled Project Description, which includes a site or sites together with any building, or buildings,

located on the site, that are under common ownership, management, and financing and are to be assisted with HOME funds provided by CITY. The term Project Includes all the activities associated with the site and building.

1.12 Project Completion: means that all necessary title transfer requirements and construction work have been performed and the Project, in H.U.D.'s judgment, complies with the requirements of 24 C.F.R 92, (including the property standards); the final drawdown has been disbursed for the Project; and a Project Completion Report has been submitted and processed in the Cash and Management Information System in a form required by H.U.D.

1.13 Rules and Regulations of H.U.D.: shall include but not be limited to 24 C.F.R. 92 (HOME Investment Partnerships Program Final Rule, revised April 1, 2001), Fair Housing Act - Section 301 of the Housing and Urban-Rural Recovery Act of 1983; Pub.Law No.98-181, 97 Stat. 1166, CPD Notice 92-18, Procedures for the Cash and Management Information (C/MI) System for the HOME Program, and as may be amended from time to time; copies of which are incorporated herein by reference.

ARTICLE 2 – PROJECT

2.1 CAPTIVA COVE agrees to provide and implement the Project in accordance with the terms of this Agreement on the real property more specifically described in Exhibit "B."

ARTICLE 3 – AFFORDABILITY

3.1 The Affordability Period for the Project described in this Agreement and more fully described in Exhibit "A," Project Description, shall be thirty three (33) years. CAPTIVA shall ensure that ten (10) units of the total number of Two Hundred and Sixty-Four (264) units to be constructed for the Project pursuant to the terms of this Agreement shall be designated as HOME Assisted Units for the Affordability Period.

3.2 "HOME Assisted Units" shall mean the number of units that can receive HOME funds based on required subsidy limits as specified in 24 C.F.R Part 92.250, Sub Part F. The Affordability Period shall begin on the date the HOME Assisted Units have reached Project Completion, as defined in Section 1.12 above. HOME Assisted Units are deemed floating units providing CAPTIVA COVE with the flexibility to designate different units in the Project at different times as HOME Assisted Units; provided, however, that CAPTIVA COVE maintains the amount of total units with the same unit mix (i.e., number by each bedroom size).

3.3 CAPTIVA COVE agrees that one hundred percent (100%) of the rental units shall be occupied by Income Eligible Households as defined in Section 1.10 above and the rent shall meet the requirements of 24 C.F.R. 92.252(b)(1) or (2). CAPTIVA COVE shall be responsible for obtaining initial income certification at the time of the initial leasing of the HOME Assisted Units to Income Eligible Households. Thereafter, on a yearly basis, CAPTIVA COVE shall obtain income certification from the Income Eligible Households in accordance with 24 C.F.R. 92.203 and provide same to CITY, upon CITY's request.

ARTICLE 4 - TERM OF AGREEMENT

4.1 The term of this Agreement, shall commence on the date of execution by CITY, which date shall relate back to September 14, 2010, and shall end on December 31,

2012, unless extended or terminated earlier as provided for herein. Notwithstanding the expiration date of this Agreement as it relates to construction of the Project, this Agreement shall survive and remain in effect for purposes of enforcing the Affordability Period.

ARTICLE 5 – FUNDING AND METHOD OF PAYMENT

5.1 CAPTIVA COVE is obtaining funding for the Project from various sources. The HOME funds to be provided to CAPTIVA COVE by CITY under this Agreement for the Project were allocated in FY 2009/2011. The maximum amount payable by CITY under this Agreement shall be Nine Hundred and Fifty Thousand Dollars and 00/100 (\$950,000.00). The HOME funds provided by CITY to CAPTIVA COVE shall be in the form of a deferred payment loan and payment to CAPTIVA COVE shall be made by CITY at Loan closing subject to the terms and conditions set forth herein.

5.2 At Loan closing, CAPTIVA COVE shall execute and CITY shall record, at CAPTIVA COVE's expense, in the Public Records of Broward County, Florida, a Mortgage (Exhibit "D"), and a Promissory Note ("Note") (Attachment "A" to Exhibit "D"); each in substantially the forms attached hereto. Additionally, CAPTIVA COVE shall execute and CITY shall record, at CAPTIVA COVE's expense, in the Public Records of Broward County, Florida, a Declaration of Restrictive Covenants, in substantially the form attached hereto as Exhibit "D-1," to ensure that the rental units remain affordable during the Affordability Period described in Section 3.1 above.

5.3 Upon CITY's acceptance of a properly submitted Request for Payment for the acquisition costs by CAPTIVA COVE, CITY will process payment of same for Loan closing.

5.3.1 CITY shall pay CAPTIVA COVE within thirty (30) calendar days from receipt of CAPTIVA COVE's Request for Payment, as provided for in this Section 5.3, for reimbursement of Eligible Costs in accordance with CITY's Prompt Payment Ordinance, Sec 1-51.6, as may be amended from time to time.

5.3.2 Payment shall be made to CAPTIVA COVE at:

Mara S. Mades, V.P.
Cornerstone Captive Cove, LLC, Managing Member for Captive Cove
Associates, Ltd.
2100 Hollywood Boulevard
Hollywood, Florida 33020

5.4 CAPTIVA COVE shall provide CITY with Monthly Progress Reports, in the form attached as Exhibit "E," or other reports required by the Division.

5.5 CAPTIVA COVE shall have an adequate financial system and internal fiscal controls in accordance with H.U.D. and CITY requirements.

5.6 CAPTIVA COVE agrees to expend HOME funds provided by CITY under this Agreement, in accordance with Exhibit "B," Costs/Budget for Project. HOME funds shall not be paid by CITY until the funds are needed for the payment of Eligible Costs. All HOME funds not expended within the term of this Agreement shall remain in the custody and control of CITY. In the Directors discretion, unexpended HOME funds may be reallocated to other HOME Program projects which have been approved for funding by the CITY.

5.7 CITY shall pay CAPTIVA COVE as specific consideration for the indemnification contained in Article 10, indemnification, the sum of One Dollar (\$1.00) in cash, the receipt of which is acknowledged by CAPTIVA COVE.

ARTICLE 6 – RENTAL UNITS

6.1 If, following Project Completion any of the rental units fail to remain affordable during the Affordability Period described in Section 3.1 above, it shall be deemed an event of default under this Agreement. In such event, in accordance with Section 12.3 herein, CITY shall provide notice of such default, specifying the nature of the default, and shall provide CAPTIVA COVE with an opportunity to cure said default within thirty (30) calendar days of the date of the notice. In the event CAPTIVA COVE fails to cure the default, CITY shall have the right to terminate this Agreement and may enforce the terms of the Declaration of Restrictive Covenants against CAPTIVA COVE. The affordability restrictions may, in the sole discretion of CITY, terminate upon foreclosure or transfer in lieu of foreclosure or upon repayment of HOME funds, unless otherwise provided by law.

6.2 The maximum amount CAPTIVA COVE shall charge as rent for any HOME Assisted Unit shall be governed by the rent limitations described in 24 CFR 92.252 (a), as may be amended from time to time. The HOME Assisted Units shall be rented at the amounts set forth in Exhibit "I," Project Rents, for the type and size of unit.

6.3 CAPTIVA COVE shall not refuse to lease a HOME Assisted Unit to a certificate or voucher HOLDER under 24 C.F.R 982, Section 8, Tenant Based Assistance, Unified Rule for Tenant Based Assistance under the Section 8 Rental Certificate Program and Section 8 Rental Voucher Program, incorporated herein by reference, or the HOLDER of a comparable document evidencing participation in a HOME tenant based rental assistance program because of the status of the prospective tenant as a HOLDER of such certificate voucher or comparable HOME tenant based assistance document.

6.4 CAPTIVA COVE shall enter into a written lease with Income Eligible Households for a period of not less than one (1) year, unless a mutual agreement is reached between CAPTIVA COVE and the Income Eligible Households, CAPTIVA COVE must obtain CITY's written approval prior to increasing the rental amount of a HOME Assisted Unit, CAPTIVA COVE, where not inconsistent with the terms of a written lease, shall provide the Income Eligible Households with not less than thirty (30) days prior written notice before implementing any increase in rent.

6.5 Income Eligible Households who no longer qualify for the HOME Assisted Units must pay rent as set forth in 24 C.F.R. 92.252(i)(2).

6.6 CAPTIVA COVE's leases shall not contain language prohibited per 24 CFR 92.253 (b) pertaining to tenant protection.

6.7 CAPTIVA COVE may not terminate the tenancy or refuse to renew the lease of a tenant in a HOME Assisted Unit except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, CAPTIVA COVE shall serve written notice upon the tenant specifying the grounds for the action at least thirty (30) days before the termination of tenancy.

6.8 CAPTIVA COVE shall adopt written tenant selection policies and criteria that are consistent with the purpose of providing housing for Income Eligible Households; are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease; give reasonable consideration to the housing needs of families that would have a federal preference under Section 6(c)(4)(A) of the Housing Act of 1937; provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and give prompt written notification to any rejected applicant of the grounds for rejection.

6.9 CITY shall have the right to perform on-site inspections of HOME Assisted Units to determine compliance with the property standards set forth in 24 C.F.R 92.251 and to verify the information submitted to CITY by CAPTIVA COVE.

ARTICLE 7 – PROJECT ACQUISITION

7.1 CAPTIVA COVE agrees to acquire the property for the Project in accordance with the terms and conditions set forth in this Agreement, consistent with Exhibit "B," Costs/Budget for Project, and Exhibit "C," Timetable/Schedule for Project. Failure of CAPTIVA COVE to maintain the Timetable/Schedule for Project within sixty (60) days of the deadlines identified in the Timetable/Schedule for Project shall warrant a full review by the Division's staff.

7.2 The construction and maintenance of the rental units shall meet or exceed all federal, state and local housing quality standards and code requirements.

7.3 Broward County will perform annual monitoring and evaluation activities during the term of this Agreement, including the Affordability Period, to determine compliance with the terms of this Agreement. Upon request by Broward County or CITY, CAPTIVA COVE shall furnish to Broward County, the CITY or their designees, such records and other documentation deemed necessary by Broward County or CITY to complete its annual monitoring and evaluation activities.

7.4 CAPTIVA COVE shall provide CITY with Monthly Progress Reports, indicating the status of all outstanding work including the planned versus actual progress of activities and related budgets under this Agreement. Such Monthly Progress Reports shall be submitted to the Contract Administrator on the first business day following the end of the preceding month.

7.5 CAPTIVA COVE shall meet with CITY during regular CITY business hours to address the Project upon reasonable notice provided by CITY.

7.6 CAPTIVA COVE shall display a sign identifying CITY and H.U.D. as contributing lenders utilizing HOME funds on the encumbered property during the construction period.

ARTICLE 8 – ASSURANCES

8.1 The Assurances set forth herein shall survive the expiration or earlier termination of this Agreement.

8.2 This Project is funded with grant funds provided by the United States Department of Housing and Urban Development. CAPTIVA COVE shall comply with all applicable federal, state and CITY laws, ordinances, and codes and regulations. Any conflict or

inconsistency between the federal, state or CITY guidelines or regulations and this Agreement shall be resolved in favor of the more restrictive guidelines or regulations.

8.3 CAPTIVA COVE shall act in accordance with Title VI of the Civil Rights Act of 1964 (Pl. 88-352), which provides in part that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which CAPTIVA COVE receives federal financial assistance and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to CAPTIVA COVE, this assurance shall obligate CAPTIVA COVE or, in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving a similar services or benefits.

8.4 CAPTIVA COVE shall administer, in good faith, a policy designed to assure a workplace free from the illegal use, possession or distribution of drugs or alcohol by its beneficiaries,

8.5 CAPTIVA COVE shall comply with Title I and Title II of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and in state and local government services, In the course of providing any services funded in whole or in part by CITY.

8.6 CAPTIVA COVE shall take all reasonable steps pursuant to 24 C.F.R. 92, subpart 11, to minimize the displacement of persons as a result of the Project and carry out those activities described in subpart H, except CAPTIVA COVE does not assume CITY's responsibilities for environmental review under 24 C.F.R. 92.352.

8.7 Housing assisted with HOME funds constitutes H.U.D. associated housing for the purpose of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et. seq.) and is, therefore, subject to 24 C.F.R. 35, incorporated herein by reference.

8.8 CAPTIVA COVE certifies that pursuant to 24 C.F.R. 24, incorporated herein by reference, neither CAPTIVA COVE nor its principals are presently debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from participating in the Project.

8.9 CAPTIVA COVE shall comply with applicable uniform administrative requirements, as described in 24 C.F.R. 92.505.

8.10 HOME funds may not be provided to primarily religious organizations as further specified In 24 C.F.R, 92.257

8.11 CAPTIVA COVE shall keep such books and records as will allow CITY to comply with the record keeping requirements of 24 C.F.R. 92.

8.12 CAPTIVA COVE shall comply with the anti-lobbying legislation set forth in 24 CFR Part 87 and in CITY's Consolidated Plan submitted to H.U.D. for the HOME Program; both incorporated herein by reference.

ARTICLE 9 – FINANCIAL RESPONSIBILITY

9.1 Except when prohibited by federal or state law, CAPTIVA COVE hereby gives CITY, H.U.D., and the U.S. Comptroller General, through any of its authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

9.2 CITY shall have the right to audit the books, records, papers, accounts, or documents of CAPTIVA COVE that are related to this Agreement. CAPTIVA COVE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement for the Affordability Period. CAPTIVA COVE agrees that, in the event CITY determines that HOME funds are due back to CITY, CITY may, in its sole discretion, require CAPTIVA COVE to pay interest on those funds, which interest shall be calculated from the date that CITY incorrectly paid CAPTIVA COVE.

9.3 CAPTIVA COVE shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the Affordability Period. If any audit has been initiated and audit findings have not been resolved at the end of Affordability Period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CAPTIVA COVE's records, CAPTIVA COVE shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CAPTIVA COVE. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

9.4 CAPTIVA COVE shall disclose to CITY any and all third party funding, whether public or private, for the Project. No CITY funding shall be used to supplant existing third party funding.

9.5 CAPTIVA COVE shall submit to the Division within thirty (30) days of Project Completion, a complete financial accounting of all its Project activities, as provided for In Exhibit "F," Final Accounting for Project.

ARTICLE 10 – INDEMNIFICATION

10.1 CAPTIVA COVE shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional or negligent act or omission of CAPTIVA COVE, 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, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CAPTIVA COVE under this Agreement may be retained by CITY until all of CITY'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 CITY.

ARTICLE 11 – INSURANCE

11.1 CAPTIVA COVE shall keep the Improvements hereafter erected on the Property subject to this Agreement insured against loss by fire, extended flood coverage, vandalism and malicious mischief, hazards, and such other hazards as CITY may require and in such amounts and for the Affordability Period as CITY may require.

11.1.1 In the event of loss, CAPTIVA COVE shall give prompt notice to the Insurance carrier and CITY. CITY may make proof of loss if not made promptly by CAPTIVA COVE.

11.1.2 Unless the Parties otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and CITY's interest is not thereby impaired. If such restoration or repair is not economically feasible or if CITY's interest would be impaired, the insurance proceeds shall be applied to the sums contemplated in this Agreement, with the excess, if any, paid to CAPTIVA COVE. If the Property is abandoned by CAPTIVA COVE or if CAPTIVA COVE fails to respond to CITY within thirty (30) days from the date notice is mailed by CITY that the insurance carrier offers to settle a claim for insurance benefits, CITY is authorized to collect and apply the insurance proceeds at CITY's option either to restoration or repair of the Property or to the sums contemplated under this Agreement

11.1.3 Such policy or policies shall be issued by approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in City of Pompano Beach, Florida. CAPTIVA COVE shall specifically protect CITY by naming City of Pompano Beach as an additional insured and certificate holder.

11.1.4 CAPTIVA COVE shall furnish to CITY Certificates of Insurance or endorsements and a copy of the Declarations Page evidencing the insurance coverage specified in this Article prior to beginning performance of work under this Agreement

11.1.5 All policies must be endorsed to provide CITY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the required term, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

11.2 CAPTIVA COVE shall provide for and maintain the following insurance coverage:

11.2.1 In order to insure the Indemnification obligation contained in Article 10 above, CAPTIVA COVE shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement and for the Affordability Period as CITY may require (unless otherwise provided), the insurance coverage set forth in this Article 11 in accordance with the terms and conditions required by this Article.

11.2.2 A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

11.2.2. Premises and/or operations.

- 11.2.2.2 Independent contractors.
- 11.2.2.3 Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- 11.2.2.4 Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

11.3 Workers' Compensation insurance to apply for all employees in compliance with the Workers' Compensation Laws' of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employers' Liability with a limit of Five Hundred Thousand Dollars (\$500,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) each employee and Five Hundred Thousand Dollars (\$500,000.00) each disease.

11.4 CAPTIVA COVE shall require its General Contractor to provide the same coverages and limits set forth in Sections 11.2.2 and 11.3 herein and Builder's Risk in the amount of one hundred percent (100%) of replacement value of the completed structure. Such Builder's Risk policy shall be an all risk form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim and shall contain a loss payable clause to include City of Pompano Beach.

11.5 CAPTIVA COVE shall furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of work under this Agreement.

11.6 Coverage is not to cease and is to remain in force (subject to cancellation until all performance required of CAPTIVA COVE is completed. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

ARTICLE 12 – TERMINATION

12.1 This Agreement is subject to the availability of funds from H.U.D. In the event H.U.D. makes a determination that HOME funds shall no longer be available to CITY, in accordance with 24 CFR 85.44 incorporated herein by reference, CITY shall have a right to terminate this Agreement for convenience and shall provide no less than thirty (30) days' notice to CAPTIVA COVE in accordance with Article 13, Notices, herein. Notwithstanding the notice of termination provided by CITY to CAPTIVA COVE, CITY shall not be required to reimburse CAPTIVA COVE for any of its Eligible Costs under this Agreement up to the date of termination if CITY is not able to obtain such funding from H.U.D. for the payment of these costs.

12.2 In the event that the Project is terminated prior to completion, either voluntarily or otherwise, CAPTIVA COVE shall be required to repay CITY all HOME funds provided to CAPTIVA COVE under this Agreement.

12.3 If, through any cause, CAPTIVA COVE fails to fulfill its obligations under or violates any of the terms of this Agreement, CITY shall, pursuant to 24 C.F.R. 85.43, incorporated herein by reference, provide notice to CAPTIVA COVE, in accordance with Article 13, Notices, specifying the nature of the default and providing CAPTIVA COVE with an opportunity to cure said default within thirty (30) calendar days of the date of the notice. In the event CAPTIVA COVE fails to cure the default to the reasonable satisfaction of CITY, CITY shall have the right to terminate this Agreement.

12.4 CAPTIVA COVE shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by CAPTIVA COVE, and CITY may take any action at law or in equity or otherwise, whether for specific performance of any covenant in this Agreement or such other remedy as may be deemed most effectual by CITY to enforce the obligations of CAPTIVA COVE with respect to the Project.

12.5 In the event that CAPTIVA COVE is under investigation or charged with violation of any State or Federal law with respect to and directly related to CAPTIVA COVE's contractual relationship with CITY, this Agreement shall terminate immediately upon notice from CITY to CAPTIVA COVE in accordance with Article 13, Notices. In the event CAPTIVA COVE is ultimately cleared of any wrongdoing, CITY shall pay CAPTIVA COVE for Eligible Costs properly documented and committed to a third party up to the date of termination. However, if CAPTIVA COVE is found to have violated any State or Federal law relative to this Agreement, CAPTIVA COVE shall be required to repay CITY all HOME funds that have been paid to CAPTIVA COVE.

ARTICLE 13- NOTICES

13.1 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 sent by commercial express carrier with acknowledgement of delivery, 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 CITY:

Miriam Carrillo, Director
City of Pompano Beach Office of Housing and Urban Improvement
100 West Atlantic Blvd., Rm. 220
Pompano Beach, Florida 33000

FOR CAPTIVA COVE:

Mara S. Mades
Cornerstone Captive Cove, LLC,
Manager for Captive Cove Associates, Ltd.
2100 Hollywood Boulevard
Hollywood, Florida 33020

ARTICLE 14- EEO AND CBE COMPLIANCE

14.1 EEO COMPLIANCE: CAPTIVA COVE shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation,

disability, pregnancy, gender identity and expression, or sexual orientation as may be amended from time to time, in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement. CAPTIVA COVE shall include the foregoing or similar language in its contracts with any subcontractors or sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement 1 which may result in the termination of this Agreement or such other remedy as CITY deems appropriate.

CAPTIVA COVE 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, CAPTIVA COVE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CAPTIVA COVE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CAPTIVA COVE represents that H has not been placed on the discriminatory vendor list (as provided in Section 287,134, Florida Statutes, as may be amended from time to time). CITY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle CITY to terminate this Agreement and recover from CAPTIVA COVE all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

ARTICLE 15 -MISCELLANEOUS

15.1 INDEPENDENT CONTRACTOR CAPTIVA COVE is an independent contractor under this Agreement Services provided by CAPTIVA COVE shall be performed by employees of CAPTIVA COVE and subject to supervision by CAPTIVA COVE, and shall not be deemed officers, employees, or agents of 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 CAPTIVA COVE, which policies of CAPTIVA COVE shall not conflict with CITY, or State of Florida policies, rules or regulations relating to the use of HOME Funds provided by CITY under this Agreement. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CAPTIVA COVE or CAPTIVA COVE's agents any authority of any kind to bind CITY in any respect whatsoever.

15.2 PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained; 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 shall be predicated upon any prior representations or agreements whether oral or written.

15.3 AMENDMENTS. CITY may, in its discretion, amend this Agreement to conform to changes in federal, state, local, and/or CITY directives and objectives. Such

amendments shall in be in writing and the CITY Administrator Is authorized to execute said amendments as well as amendments that change the term of this Agreement reduce funding, or that change the Project so long as the Project consists of eligible activities under 24 C.F.R. 92. Except for the provisions as set forth herein, 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.

15.4 ASSIGNMENT AND PERFORMANCE. CAPTIVA COVE shall not transfer or assign the performance of services for the Project under this Agreement. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CAPTIVA COVE of this Agreement or any right or interest herein without CITY's written consent. However, this Agreement shall run to CITY or its successors.

CAPTIVA COVE represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CAPTIVA COVE shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CAPTIVA COVE's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

15.5 REPORTS, PLANS AND OTHER AGREEMENTS .All reports, plans, information, and documents, developed, prepared, assembled or completed by CAPTIVA COVE for the purposes of this Agreement shall become the property of CITY without restriction, reservation or limitation of their use and shall be made available by CAPTIVA COVE at any time upon request by CITY or the Division. Upon Project Completion, copies of all of the above data shall be delivered to the Division Director upon written request, including but not limited to any project set-up and completion reports requested by H.U.D.

15.6 CONFLICT OF INTEREST. CAPTIVA COVE covenants it shall comply with the requirements of 24 CFR 92.358 relative to the Conflict of Interest provisions. CAPTIVA COVE, its officers, employees, agents, or consultants who exercise or have exercised any functions or responsibilities with respect to the Project or who are in a position to participate in a decision making process or gain inside information with regard to the Project, shall not obtain a financial interest or benefit from the Project, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. CAPTIVA COVE, its officers, employees, agents or consultants shall not occupy any HOME Assisted Unit provided for under this Agreement. Any possible conflicting interest on the part of CAPTIVA COVE, its employees, or agents, shall be disclosed in writing to the Division.

15.7 CONFLICTS. Neither CAPTIVA COVE nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CAPTIVA COVE's loyal and conscientious exercise of judgment related to its performance under this Agreement. CAPTIVA COVE agrees that none of its employees shall, during the term of this Agreement, serve as an adverse or hostile expert witness against CITY in any legal or

administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of CITY. In any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding regarding this Agreement. In the event CAPTIVA COVE is permitted to utilize subcontractors to perform any services required by this Agreement, CAPTIVA COVE agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

15.8 GOVERNING LAW; 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. All parties agree and accept that jurisdiction of any controversies or legal problems 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 City of Pompano Beach, 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, CAPTIVA COVE AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

15.9 SEVERANCE. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CAPTIVA COVE elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

15.10 LEGAL PROVISIONS DEEMED INCLUDED. Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if, through mistake or othe1Wise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

15.11 KNOWLEDGE AND COMPLIANCE WITH APPLICABLE LAWS. CAPTIVA COVE shall keep fully informed of all Federal and State laws, all local laws, ordinances and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect work authorized under the terms of this Agreement. CAPTIVA COVE shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees.

15.12 PUBLIC ENTITY CRIMES ACT. CAPTIVA COVE represents that the execution of this Agreement 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 and 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 CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from

the date of being placed on the convicted vendor list Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY's competitive procurement activities. In addition to the foregoing, CAPTIVA COVE further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CAPTIVA COVE has been placed on the convicted vendor list.

15.13 THIRD PARTY BENEFICIARIES. Neither CAPTIVA COVE nor CITY 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 claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

15.14 WAIVER OF BREACH AND MATERIALITY. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement No waiver shall be effective unless it is in writing and signed by the party against whom it is asserted. A waiver of any provision of this Agreement or failure to perform any of the terms, covenants, and conditions of this Agreement shall not be deemed a waiver of any prior or subsequent failure to perform any term, covenant or condition of this Agreement and shall not be construed to be a modification of the terms of this Agreement. CITY and CAPTIVA COVE 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.

15.15 JOINT PREPARATION. CITY and CAPTIVA COVE acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations under this Agreement, and the preparation of this Agreement has been a joint effort of CITY and CAPTIVA COVE and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

15.16 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 this Agreement, the term, statement, requirement, or provision contained In Articles 1 through 15 of this Agreement shall prevail and be given effect. In the event of a conflict between any provision(s) set forth in this Agreement and a more stringent State or Federal provision applicable to any services performed under this Agreement, the more stringent State or Federal provision shall prevail.

15.17 INCORPORATION BY REFERENCE. The truth and accuracy of each WHEREAS clause set forth above is acknowledged by the parties. The attached Exhibits "A" - "I" are incorporated into and made a part of this Agreement. Any rules and regulations of H.U.D. addressed in this Agreement which are not specifically identified in the definition contained in Section 1.13 herein shall be deemed incorporated herein by reference.

15.18 SURVIVAL. Either party's right to monitor, evaluate, enforce, indemnify and insure, audit and review, and any assurances and items of financial responsibility shall survive the expiration or earlier termination of this Agreement until the conclusion of the

Affordability Period. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive termination or expiration of this Agreement and be enforceable.

15.19 COOPERATION. CAPTIVA COVE and CITY agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effectuating the terms of this Agreement.

15.20 WAIVER OF CLAIMS. CAPTIVA COVE hereby waives any claim against CITY, and its agents, servants and employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment of award in any suit or proceeding declaring this Agreement null, void or voidable, delaying the same or any part thereof, from being carried out.

15.21 CUMULATIVE RIGHTS. All rights and remedies of CITY hereunder or at law or in equity are cumulative and shall be in addition to any other rights and remedies available. The exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. Failure by CITY to promptly exercise any of its rights shall not operate to forfeit or be treated as a waiver of any such rights.

15.22 SPECIFIC PERFORMANCE. CAPTIVA COVE agrees that, in addition to all other remedies, its obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of proper Jurisdiction.

15.23 FORCE MAJEURE. if the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (80) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

15.24 EXECUTION AUTHORITY. The individuals executing this Agreement on behalf of CAPTIVA COVE personally warrant that he or she has full authority to execute this Agreement on behalf of CAPTIVA COVE.

15.25 EXECUTION. This document may be executed in four (4) counterparts, each of which shall be deemed to be an original.

"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 _____, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

HOME FUNDING AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND
CAPTIVA COVE, LLC PROVIDING FOR NEW CONSTRUCTION OF

EXHIBIT "A"

PROJECT DESCRIPTION

Project Address

1201 S. Dixie Highway West, Pompano Beach, FL 33060

CAPTIVA COVE shall utilize the HOME funds provided by CITY under the Agreement to acquire property to construct a multi-family affordable rental development to be known as CAPTIVA COVE. CAPTIVA COVE will consist of Two Hundred Sixty-four (264) units financed with tax-exempt bonds Issued by the Florida Housing Finance Corporation, Four percent (4%) tax credits awarded by the Florida Housing Finance Corporation, HOME funds awarded by the Florida Housing Finance Corporation, local subsidy and the HOME funds provided by CITY under the Agreement. The development will consist of eleven (11) residential buildings, one (1) clubhouse containing management offices and an assortment of resident amenities, a swimming pool and other related improvements. Under the terms of the Agreement CAPTIVA COVE shall provide ten (10) HOME Assisted Units for the Affordability Period of thirty three (33) years described in the Agreement; however, all the rental units shall be affordable for households consistent with the terms of the Agreement for the Affordability Period set for therein.

EXHIBIT "A"

PROJECT DESCRIPTION (Cont'd)

A PORTION OF PARCELS A AND B, OF "CAPTIVA CLUB" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 176, AT PAGE 144, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF PARCEL A; THENCE S88°15'37"E (AS A BASIS OF BEARINGS PER SAID PLAT) ALONG THE SOUTH LINE OF SAID PARCEL A, FOR 661.01 FEET; THENCE N01°44'23"E, FOR 30.00; THENCE N05°00'07"E, FOR 66.64 FEET; THENCE N06°06'00"E, FOR 289.89 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING FOR ITS ELEMENT A RADIUS OF 84.00 FEET AND DELTA OF 10°50'19", A RADIAL TO SAID POINT BEARS S15°13'39"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 15.89 FEET; THENCE N73°26'18"E, FOR 10.65 FEET; THENCE N06°05'59"E, FOR 16.42 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING FOR ITS ELEMENT A RADIUS OF 15.00 FEET AND DELTA OF 36°01'47"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 9.43 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING FOR ITS ELEMENTS A RADIUS OF 71.00 FEET AND A DELTA OF 21°46'10", FOR 26.98 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING FOR ITS ELEMENTS A RADIUS OF 4.00 FEET AND A DELTA OF 59°06'32", FOR 4.13 FEET; THENCE N79°28'07"E, FOR 15.51 FEET; THENCE N10°31'53"W, FOR 11.00 FEET; THENCE N79°28'07"E, FOR 0.77' FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING FOR ITS ELEMENT A RADIUS OF 84.00 FEET AND DELTA OF 75°30'46", A RADIAL TO SAID POINT BEARS S84°16'53"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 110.70 FEET; THENCE N00°58'07"E, FOR 56.57 FEET; THENCE N89°58'53"E, FOR 13.55 FEET; THENCE N02°06'11"E, FOR 72.06 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF PARCEL B; THENCE N88°36'36"W, ALONG SAID NORTH LINE OF PARCEL B AND PARCEL A FOR 74.98 FEET; THENCE N00°58'07"E, FOR 337.17 FEET TO THE MOST NORTH EASTERLY CORNER OF PARCEL A; THENCE N88°50'58"W ALONG THE NORTH LINE OF SAID PARCEL A, FOR 612.99 FEET TO THE NORTHWEST CORNER OF SAID PARCEL A; THENCE S00°34'58"W ALONG THE WEST LINE OF SAID PARCEL A, FOR 334.24; THENCE N88°35'58"W ALONG THE BOUNDARY LINE OF SAID PARCEL A FOR 30.00 FEET; THENCE S00°34'58"W ALONG THE WEST LINE OF SAID PARCEL A, FOR 670.81 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL A AND POINT OF BEGINNING. LYING AND BEING IN BROWARD COUNTY, FLORIDA.

EXHIBIT "B"
COSTS/BUDGET FOR PROJECT

EXHIBIT "C"

SCHEDULE FOR PROJECT

October 2011	Closing on Financing
November 2011	Commence Site work
December 2011	Commence Construction of Clubhouse
January 2012	Commence Construction of Apartment Buildings
April 2012	Complete Construction of Clubhouse
June 2012	Buildings begin to be completed; move-in commence
December 2012	Construction Completion

EXHIBIT "D"

This Mortgage and the Note secured hereby arrives out of or given to secure the repayment of a loan issued in connection with the financing of housing pursuant to the issuance of certain bonds by the Florida Housing Finance Corporation and is therefore exempt from the payment of Documentary Stamp and intangible taxes pursuant to the provisions of Section 420.513(1) and Section 199.183(1), respectively, of the Florida statutes.

MORTGAGE

THIS MORTGAGE ("**Mortgage**"), entered into as of December __, 2011 by CAPTIVA COVE ASSOCIATES, LTD., a Florida limited partnership (whether one or more, "**MORTGAGOR**") and CITY OF POMPANO BEACH, a public body corporate and politic ("**MORTGAGEE**"), collectively referred to herein as the "**Parties.**"

WHEREAS, MORTGAGOR is indebted to Mortgagee in the amount of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00) ("**Loan**"), which indebtedness is evidenced by that certain Promissory Note of even date herewith ("**Promissory Note**" or "**Note**") made by Mortgage, as maker, to and in favor of Mortgagee, as holder; and

To secure to Mortgagee (a) the payment of the Loan, and all extensions and modifications of the Promissory Note; and (b) the performance of MORTGAGOR's covenants and agreements under this Mortgage and the Promissory Note which shall be attached to this Mortgage as Attachment A after execution by MORTGAGOR. MORTGAGOR mortgages, grants, and conveys to Mortgagee the property described in the legal description included in the Promissory Note and more particularly set forth on Attachment B attached hereto, and located in Broward County, Florida, together with all improvements now or later erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or later attached to the property, all of which, including replacements and additions, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing shall constitute and refer to the "**Property.**"

MORTGAGOR covenants that MORTGAGOR is lawfully seized of the Property in fee, and has the right to mortgage, grant and convey its interest in the Property as provided herein; that title to the Property is marketable and free and clear of all encumbrances except for encumbrances and matters of record; and that MORTGAGOR will warrant and defend the title to the Property against the lawful claims of all persons whomsoever, except for encumbrances and matters of record as of the date hereof.

This Mortgage is expressly made subject and subordinate to the terms and conditions specified in (i) that certain mortgage from Mortgage to Florida Housing Finance Corporation dated December __, 2011, to be recorded in Broward County (including any reimbursement mortgage(s) from the Mortgage to JPMorgan Chase Bank, N.A. or to Fannie Mae, the "**First Mortgage**") securing that certain Note or Notes having an aggregate original principal face amount of Twenty Million Five Hundred Thousand Dollars and 00/100 (\$20,500,000), dated December __, 2011 (including any reimbursement note(s) given by Mortgage to JPMorgan Chase Bank, N.A. or to Fannie Mae, the "**First Note**"), made by Mortgage payable to Florida Housing Finance Corporation as the First Mortgagee; (ii) that certain mortgage from Mortgage to Florida Housing Finance Corporation dated December __, 2011, to be recorded

in Broward County ("**Second Mortgage**") securing that certain Home Loan Note having an original principal face amount of Five Million and 00/100 (\$5,000,000), dated December __, 2011 ("**Second Note**"), made by Mortgagor payable to Florida Housing Finance Corporation as the Second Mortgage; (iii) that certain mortgage from Mortgagor to Broward County, a political subdivision of the state of Florida, dated December __, 2011 ("**Third Mortgage**") securing that certain SHIP Loan Note having an original principal face amount of Nine Hundred Fifty-Nine Thousand, Two Hundred Forty and 00/100 Dollars (\$959,240.00), dated December __, 2011 ("**Third Note**"); (iv) that certain mortgage from Mortgagor to Broward County, a political subdivision of the state of Florida, dated December __, 2011 ("**Fourth Mortgage**") securing that certain HOME Loan Note having an original principal face amount of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00), dated December 13, 2011 ("**Fourth Note**"), as well as to any refinancings thereof (collectively, the "**Prior Mortgages**"), but only if the purpose of the refinance is the lowering of the interest rate on the First Note and Second Note.

UNIFORM COVENANTS. The Parties covenant and agree as follows:

1. **Payment of Debt.** MORTGAGOR shall pay when due, the debt evidenced by the Promissory Note. Payment due under the Promissory Note and this Mortgage shall be made in U.S. currency. However, if any check or other instrument received by Mortgagee as payment under the Promissory Note, or this Mortgage is returned to Mortgagee unpaid, Mortgagee may require that any, or all subsequent payments due under the Promissory Note and this Mortgage be made in one or more of the following forms, as selected by Mortgagee: (a) money order; (b) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (c) electronic funds transfer.

Payments are deemed received by Mortgagee when received at the location designated in the Promissory Note or at such other location as may be designated by Mortgagee in accordance with the notice provision herein. Mortgagee may return any payment or partial payment if the payment or partial payment is insufficient to bring the loan current. Mortgagee may accept any payment or partial payment insufficient to bring the loan current, without waiver of any rights, or prejudice to its rights to refuse such payment or partial payment in the future, but Mortgagee is not obligated to apply such payments at the time such payments are accepted.

2. **Charges; Liens.** MORTGAGOR shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage prior to delinquency. MORTGAGOR shall promptly furnish to Mortgagee receipts, or other such documents acceptable to the Mortgagee, evidencing such payments.

MORTGAGOR shall not voluntarily create, or permit, suffer to be created, or to exist, on or against the Property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the Prior Mortgages or liens, if any, to which this Mortgage is made subordinate to as set forth above or as set forth in that certain marked title commitment delivered to Mortgagee contemporaneously with this Mortgage.

3. **Hazard Insurance.** MORTGAGOR shall keep the improvements now existing or later erected on the Property insured against loss by fire and such other hazards included within the term "extended coverage," and any other hazards including, but not limited to

earthquakes and/or floods for which insurance is required and as Mortgagee may require, in such amounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

Unless otherwise required by the Mortgagee, subject to the terms of the Prior Mortgages, all such insurance shall be affected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefore shall be in such form and shall have attached loss payable clauses in favor of the Mortgagee and any other party as shall be satisfactory to the Mortgagee. The insurance carrier providing the insurance shall be chosen by MORTGAGOR, subject to the Mortgagee's approval; provided that such approval shall not be unreasonably withheld.

Subject to the terms of the Prior Mortgages, all insurance policies and renewals shall be in a form acceptable to the Mortgagee and shall include a standard mortgage clause in favor of and in a form acceptable to the Mortgagee. MORTGAGOR shall promptly furnish to the Mortgagee all renew notices and all receipts of paid premiums. In the event of loss, MORTGAGOR shall give prompt notice to the insurance carrier and the Mortgagee, and the Mortgagee may make proof of loss if not made promptly by MORTGAGOR.

Unless the Parties otherwise agree in writing, and subject to the terms of the Prior Mortgages, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible, and the security of this Mortgage is not impaired. If such restoration or repair is not economically feasible, or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to MORTGAGOR. If the Property is abandoned by MORTGAGOR or if MORTGAGOR fails to respond to the Mortgagee within thirty (30) days after notice by the Mortgagee to MORTGAGOR that the insurance carrier offers to settle a claim for insurance benefits, the Mortgagee is authorized to collect and apply insurance proceeds at the Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Subject to the terms of the Prior Mortgages, during such repair and restoration period, the Mortgagee shall have the right to hold such insurance proceeds until the Mortgagee has had an opportunity to inspect such Property to ensure the work has been completed to the Mortgagee's satisfaction, provided that such inspection shall be undertaken promptly.

Subject to the terms of the Prior Mortgages, if the Property is acquired by the Mortgagee, all right, title, and interest of MORTGAGOR in and to any insurance policies and, in and to the proceeds (to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to the Mortgagee.

The Mortgagee or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, the Mortgagee may inspect the interior of the Property including improvements, if applicable. The Mortgagee shall give MORTGAGOR notice at the time of, or prior to, such an interior inspection specifying such reasonable cause.

4. **Preservation and Maintenance of Property.** MORTGAGOR shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property, and will promptly comply with all the requirements of federal, state, and local governments pertaining to such property or any part. Except for repairs or replacements in the ordinary course of business or except for any emergency repairs, no building or other structure or improvement, fixture or personal property mortgaged, shall be removed or demolished without the written consent of the Mortgagee, except for obsolete, or worn out property that is replaced in the ordinary course of business. Except for repairs or replacements in the ordinary course of business or except for any emergency repairs, MORTGAGOR shall not make, permit, or suffer any alteration or addition to any building or other structure or improvement now, or which may later be erected or installed upon the mortgaged property, or any part, nor will MORTGAGOR use, or permit or suffer the use of, any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee.

5. **Protection of Mortgagee's Security.** The Mortgagee may, at its option, upon notice to MORTGAGOR, make such appearances, disburse such sums, and take such action as is necessary to protect the Mortgagee's interest, if MORTGAGOR fails to perform the covenants or agreements contained in this Mortgage or, if any action or proceeding is commenced which materially affects the Mortgagee's interests in the Property subject to this Mortgage, including but not limited to, eminent domain, insolvency, code enforcement, arrangements, or proceedings involving a bankruptcy.

6. Subject to MORTGAGOR's ability to cure as set forth in Paragraph 16 of this Mortgage, the amount of the loan shall become due at the option of the Mortgagee: (a) after MORTGAGOR's failure to exhibit to the Mortgagee, within ten (10) calendar days after demand, receipts showing payment of all taxes, water rates, sewer rates, and assessments; or (b) after the actual or threatened alteration, demolition, or removal of any building on the Property without the written consent of the Mortgagee; or (c) after the transfer of title to the Property, or any part thereof, without the written consent of the Mortgagee except as permitted under Section 4 of this Mortgage, and except for leases of residential units made in compliance with the Development Agreement ("Development Agreement") between MORTGAGOR and Mortgagee, and except for easements granted to governmental entities or other providers for utility or similar services necessary for the construction, use, occupancy, repair and maintenance of the property; or (d) if the buildings on the Property are not maintained in reasonably good repair; or (e) after failure to comply with any requirement, order, notice of violation of law, or ordinance issued by any governmental entity claiming jurisdiction over the Property; or (f) in the event of the removal, demolition, or destruction in whole, or in part, of any of the fixtures, chattels or articles of personal property covered, unless the same are promptly replaced by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from chattel mortgages or other encumbrances and free from any retention of title; or (g) after thirty (30) calendar days' notice to MORTGAGOR, in the event of the passage of any law deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the taxation of mortgages or debts secured thereby for state or local purposes; or (h) if any default occurs thirty (30) calendar days after notice and demand; or (i) after default, notice, and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the Mortgagee for premiums paid on such insurance, as provided in this Mortgage; or (j) if MORTGAGOR fails to keep, observe and perform any of the other covenants, conditions or agreements contained in this Mortgage.

7. If any action or proceeding is commenced (except an action to foreclose this Mortgage or to collect the debt secured by this Mortgage), to which action or proceeding the Mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by this Mortgage (including reasonable attorneys' fees), shall be paid by MORTGAGOR to the extent Mortgagee prevails, together with interest at the statutory rate per annum from the date demand for payment is made on MORTGAGOR, and any such sum including the related interest shall be a lien on the Property, prior to any right, or title to, interest in or claim upon the property attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage. In any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured by this Mortgage, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

8. **MORTGAGOR's Loan Application.** MORTGAGOR shall be in default if, MORTGAGOR or any persons or entities acting at the direction of MORTGAGOR or with MORTGAGOR's knowledge or consent, gives materially ~~false~~, misleading, or inaccurate information or statements to the Mortgagee (or failed to provide the Mortgagee with material information) in connection with the Loan.

9. **Condemnation.** Subject to the terms of the Prior Mortgages, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or any part, or for conveyance in lieu of condemnation, are assigned and shall be paid to the Mortgagee. The proceeds referred to in this paragraph shall be applied to the sums secured by this Mortgage with the excess, if any, paid to MORTGAGOR. If the Property is abandoned by MORTGAGOR, or if, after notice by the Mortgagee to MORTGAGOR that the condemner offers to make an award or settle a claim for damages, MORTGAGOR fails to respond to the Mortgagee within thirty (30) days after the date the notice is mailed, Mortgagee is, subject to the terms of the Prior Mortgages, authorized to collect and apply the proceeds, at the Mortgagee's option, either to restoration or repair of the Property, to the sums secured by this Mortgage.

10. **MORTGAGOR Not Released; Forbearance by the Mortgagee Not a Waiver.** Extension of time for payment or modification or amortization of the sums secured by this Mortgage Agreement granted by the Mortgagee to any successor in interest of MORTGAGOR shall not operate to release, in any manner, the liability of the original MORTGAGOR and MORTGAGOR's successor in interest. The Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original MORTGAGOR and MORTGAGOR's successors in interest. Any forbearance by the Mortgagee for exercising any right or remedy, including, without limitation, the Mortgagee's acceptance of payments from third persons, entities or successors in interest or in amounts less than the amount then due, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **Joint and Several Liability; Successors and Assigns Bound; Captions.**

MORTGAGOR covenants and agrees that MORTGAGOR's obligations and liability shall be joint and several. Any successor in interest of MORTGAGOR who assumes MORTGAGOR's obligations under this Mortgage in writing, and is approved by the Mortgagee, shall obtain all of MORTGAGOR's rights and benefits under this Mortgage. MORTGAGOR shall not be released from MORTGAGOR's obligations and liability under this Mortgage unless Mortgagee agrees to such release in writing. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagee. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define any specific provision.

13. **Notice.** All notices given by MORTGAGOR or the Mortgagee in connection with this Mortgage must be in writing. Any notice to MORTGAGOR (which shall simultaneously be delivered to the Borrower's special limited partner, Stratford SLP, Inc., with an address at c/o Stratford Capital Group, 100 Corporate Place, Suite 404, Peabody, MA 01960 or such other address as the same may direct) in connection with this Mortgage shall be deemed to have been given to MORTGAGOR when mailed by first class mail or when actually delivered to MORTGAGOR's notice address if sent by other means. The notice address shall be the Property address unless MORTGAGOR has designated a substitute notice address by notice to Mortgagee. MORTGAGOR shall promptly notify the Mortgagee of MORTGAGOR's change of address. If the Mortgagee specifies a procedure for reporting MORTGAGOR's change of address, then MORTGAGOR shall only report a change of address through that specified procedure. There may be only one designated notice address under this Mortgage at any one time. Any notice to the Mortgagee shall be given by delivering it or by mailing it by first class mail to the Mortgagee's address unless the Mortgagee has designated another address by notice to MORTGAGOR. Any notice in connection with this Mortgage shall not be deemed to have been given to the Mortgagee until actually received by the Mortgagee. If any notice required by this Mortgage is also required under Florida law, the Florida law requirement will satisfy the corresponding requirement under this Mortgage.

14. **Governing Law; Severability; Rules of Construction.** This Mortgage shall be governed by Florida law and the laws of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage conflicts with Florida law, such conflict shall not affect other provisions of this Mortgage or the Promissory Note to be attached to this Mortgage as Attachment A following execution by MORTGAGOR, which can be given effect without the conflicting provision, and to this end, the provisions of this Mortgage and the Promissory Note are declared to be severable.

As used in this Mortgage: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

15. **Transfer of the Property; Assumption.** Except as provided in Paragraph 6(c) above or except for those transfers of the Property or Interests therein (in whole or part) permitted under the Prior Mortgages, no part of the Property or any interest in the Property shall be sold or transferred by MORTGAGOR without the Mortgagee's consent consistent with Paragraph 21. If MORTGAGOR sells or transfers any interest or part in the Property, in violation of the terms and conditions of this Mortgage, the sums secured by this Mortgage shall become immediately due and payable. Notwithstanding the foregoing, the transfer of (i)

any limited partnership interests in MORTGAGOR or (ii) any ownership interests in the Limited Partners of MORTGAGOR, as such term is defined in the Amended and Restated Limited Partnership Agreement dated as of December 13, 2011 (the "Partnership Agreement"), shall not require the Mortgagee's consent, shall not be a default under the Loan documents, the Mortgagee shall not have the right to accelerate the Loan based on such transfers, and the Mortgagee shall not have the right to raise the interest rate under the Loan documents or impose any transfer fee. The Mortgagee's further consent to the execution of any documents, including without limitation any amendment to the Partnership Agreement to affect any transfer of limited partner interests, shall not be necessary.

The withdrawal, removal, and/or replacement of a general partner of the Partnership pursuant to the terms of the Partnership Agreement shall not constitute a default under any of the Loan documents, and any such actions shall not accelerate the maturity of the Loan, provided that any required substitute general partner is reasonably acceptable to the Mortgagee and is selected with reasonable promptness. The Mortgagee hereby approves MORTGAGOR's Special Limited Partner or any affiliate of the Special Limited Partner as a substitute general partner, and the Mortgagee's consent, nor acknowledgement, shall be required to any amendment to the Partnership Agreement necessary to effectuate the substitution of the Special Limited Partner, or any affiliate, as general partner.

If the amount becomes due and payable, the Mortgagee shall mail MORTGAGOR a Notice of Acceleration. Such Notice shall provide a period of not less than thirty (30) days from the date the Notice is received within which MORTGAGOR may pay the sums declared due. If MORTGAGOR fails to pay such sums prior to the expiration of such period, the Mortgagee may without further notice or demand on MORTGAGOR, invoke any available legal remedies.

NONUNIFORM COVENANTS. MORTGAGOR and the Mortgagee further covenant and agree as follows:

16. **Acceleration; Remedies.** Upon MORTGAGOR's breach of any covenant in this Mortgage or the Promissory Note to be attached as Attachment A following execution of same by MORTGAGOR, including the covenants to pay, when due, which breach is not cured after notice from the Mortgagee to MORTGAGOR and to the Investor Limited Partner and Special Limited Partner within any applicable curative period any sums secured by this Mortgage shall be accelerated. The Mortgagee prior to acceleration shall mail notice to MORTGAGOR specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is received by MORTGAGOR, by which such breach must be cured (provided, however, for any defaults or breaches other than failure to pay, such thirty (30) days shall be extended if a cure cannot reasonably be made within such time, in which case the time to cure shall be extended by a reasonable number of days to permit a cure as determined by Mortgagee in its sole and reasonable discretion, so long as Mortgagor is diligently attempting a cure); and (4) that failure to cure such breach on or before the date specified in the notice may result in any action in law or equity, as the Mortgagee determines to be most effectual to enforce MORTGAGOR's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. Notwithstanding the foregoing, the Investor Limited Partner of MORTGAGOR shall have the right but not the obligation to cure any event of default under this Mortgage. The Mortgagee agrees to such performance as though the same has been performed by MORTGAGOR. If the breach is not cured on or before the date specified in

the notice, the Mortgagee at the Mortgagee's option may declare all the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. The Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

Notwithstanding anything in this Mortgage or the other documents evidencing or securing this Loan, in no event shall the Mortgagor or any partner thereof be personally liable for the principal and interest due on the Note, and the Mortgagee's sole recourse shall be to foreclose on the Property.

17. **MORTGAGOR's Right to Reinstate.** Notwithstanding the Mortgagee's acceleration of the sums secured by this Mortgage, MORTGAGOR shall have the right to have any proceedings begun by the Mortgagee to enforce this Mortgage discontinued at any time prior to an entry of a judgment enforcing this Mortgage if: (a) MORTGAGOR pays the Mortgagee all sums which would be then due under this Mortgage had no acceleration occurred; (b) MORTGAGOR cures all breaches of this Mortgage; (c) MORTGAGOR pays all reasonable expenses incurred by the Mortgagee in enforcing the covenants and agreements of MORTGAGOR contained in this Mortgage, including but not limited to reasonable attorney's fees; and (d) MORTGAGOR takes such action as the Mortgagee may reasonably require to assure that the lien of this Mortgage, the Mortgagee's interest in the Property and MORTGAGOR's obligation to pay the sums secured by this Mortgage shall remain in full force and effect.

18. After the occurrence of any default which is not cured within any applicable notice and curative period, MORTGAGOR shall, upon demand of the Mortgagee, surrender possession of the Property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all rents which are due or to become due, and apply the same, after payment of all charges and expenses on account of indebtedness secured by this Mortgage, and all such rents and all leases existing at the time of such default are assigned to the Mortgagee as further security for the payment of the indebtedness secured; and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

Mortgagor's limited partner(s) shall have the right, but not the obligation, to cure any Mortgagor defaults.

19. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of MORTGAGOR or other party liable for the payment of the Promissory Note and other indebtedness secured by this Mortgage.

20. The amount due under the Promissory Note shall be paid at the end of thirty three (33) years, from and after the date that the Project to be constructed on the Property has been completed and a Certificate of Occupancy is issued with respect thereto. If, however, except as provided in Section 6(c) above, MORTGAGOR fails to utilize the Property during the thirty three (33) year Affordability Period for the purposes stated in the Promissory Note, to be attached to this Mortgage as Attachment A following execution by MORTGAGOR, which is secured hereby, or fails to comply with the terms and conditions of this Mortgage

following the expiration of any grace or cure period, the amount of the Promissory Note shall immediately become due and payable to the Mortgagee.

21. **Transfer of the Property or a Beneficial Interest in MORTGAGOR.** "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by MORTGAGOR at a future date to a purchaser.

Except as permitted in Section 6(c) above or except as permitted under the Prior Mortgages, if all or any part of the Property, or any interest in the Property, is sold or transferred (or if MORTGAGOR is not a natural person and a general partner interest in MORTGAGOR is sold or transferred, except pursuant to section 15 above and as set forth below) without the Mortgagee's prior written consent, the Mortgagee may require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by the Mortgagee if such exercise is prohibited by federal and state law.

If the Mortgagee exercises this option, the Mortgagee shall give MORTGAGOR notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Section 13 within which MORTGAGOR must pay all sums secured by this Mortgage. If MORTGAGOR fails to pay these sums prior to the expiration of this period, the Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on MORTGAGOR.

Notwithstanding the foregoing, the transfer or pledge of (i) any limited partnership interests in MORTGAGOR or (ii) any ownership interests in the Limited Partners of MORTGAGOR, as such term is defined in the Amended and Restated Limited Partnership Agreement dated as of December 13, 2011 (the "Partnership Agreement"), shall not require the Mortgagee's consent, shall not be a default under the Loan documents, the Mortgagee shall not have the right to accelerate the Loan based on such transfers, and the Mortgagee shall not have the right to raise the interest rate under the Loan documents or impose any transfer fee. The Mortgagee's further consent to the execution of any documents, including without limitation any amendment to the Partnership Agreement to affect any transfer of limited partner interests, shall not be necessary.

The withdrawal, removal, and/or replacement of a general partner or limited partner of the Partnership pursuant to the terms of the Partnership Agreement shall not constitute a default under any of the Loan documents, and any such actions shall not accelerate the maturity of the Loan, provided that any required substitute general partner is reasonably acceptable to the Mortgagee and is selected with reasonable promptness. The Mortgagee hereby approves MORTGAGOR's Special Limited Partner or any affiliate of the Special Limited Partner as a substitute general partner, and the Mortgagee's consent, nor acknowledgement, shall be required to any amendment to the Partnership Agreement necessary to effectuate the substitution of the Special Limited Partner, or any affiliate, as general partner.

22. **MORTGAGOR's Right to Reinstate After Acceleration.** If MORTGAGOR meets certain conditions, MORTGAGOR shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earliest of: (a) such period as federal and state law might specify for the termination of MORTGAGOR's right to reinstate; or (b) entry of a judgment foreclosing this Mortgage. Those conditions are that MORTGAGOR: (a) pays the Mortgagee all

sums which then would be due under this Mortgage and the Promissory Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees, Property inspection and valuation fees, and other fees incurred for the purpose of protecting the Mortgagee's interest in the Property and rights under this Mortgage; and (d) takes such action as the Mortgagee may reasonably require to assure that the Mortgagee's interest in the Property and rights under this Mortgage, and MORTGAGOR's obligation to pay the sums secured by this Mortgage shall continue unchanged. The Mortgagee may require that MORTGAGOR pay such reinstatement sums and expenses in one or more of the following forms, as selected by the Mortgagee: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, secured instrument and obligations shall remain fully effective as if no acceleration had occurred.

Neither MORTGAGOR nor the Mortgagee may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Mortgage or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Mortgage until such MORTGAGOR or the Mortgagee has notified the other party of such alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action. If Florida law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph.

23. **Hazardous Substances**. As used in this Section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup. Hazardous Substances shall exclude substances generally used for household purposes and substances in amounts permitted by applicable laws.

MORTGAGOR shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. MORTGAGOR shall not do, nor voluntarily allow (to the extent permitted by law) anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two (2) sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

MORTGAGOR shall promptly give the Mortgagee written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which MORTGAGOR has actual knowledge, (b) any Environmental Condition, including but not

limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If MORTGAGOR learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, MORTGAGOR shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Mortgage shall create any obligation on Mortgagee for an Environmental Cleanup.

24. **Attorneys' Fees.** As used in this Mortgage and the Promissory Note to be attached hereto as Attachment A following execution by MORTGAGOR, attorneys' fees shall include those awarded by a trial court, an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. **Jury Trial Waiver.** MORTGAGOR waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Mortgage or the Promissory Note.

26. **Recordation.** This Mortgage shall be recorded in the Public Records of Broward County, Florida, by the Mortgagee at the expense of MORTGAGOR.

27. **Release.** Upon payment or reduction of all sums secured by this Mortgage and performance of all improvements and obligations provided for in the Note, the Mortgagee shall satisfy and release this Mortgage without charge to MORTGAGOR. MORTGAGOR shall pay all costs of recordation, if any.

28. **MORTGAGOR's Copy.** MORTGAGOR shall be given one (1) copy of the Promissory Note and this Mortgage.

29. **EXTENDED LOW-INCOME HOUSING COMMITMENT.** Mortgagee agrees that the lien of this Instrument shall be subordinate to any extended low-income housing commitment (as such term is defined in Section 42(h)(6)(B) of the Internal Revenue Code) (the "Extended Use Agreement") recorded against the Property; provided that such Extended Use Agreement, by its terms, must terminate upon foreclosure under this Instrument or upon a transfer of the Property by instrument in lieu of foreclosure, in accordance with Section 42(h)(6)(E) of the Internal Revenue Code.

BY SIGNING BELOW, MORTGAGOR accepts and agrees to the terms and covenants contained in this Mortgage and in any Rider approved by the Mortgagee and executed by MORTGAGOR and recorded with it.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, MORTGAGOR, CAPTIVA COVE ASSOCIATES, LTD., has executed this Mortgage.

MORTGAGOR:

WITNESSES:

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

CAPTIVA COVE ASSOCIATES, LTD., a
Florida limited partnership
By: Cornerstone Captiva Cove, L.L.C., a
Florida limited liability company, its
general partner

By: _____
Mara S. Mades
Vice President

STATE OF FLORIDA)
 SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Mara S. Mades, as Vice President of Cornerstone Captiva Cove, L.L.C., a Florida limited liability company, general partner of Captiva Cove Associates, Ltd., a Florida limited partnership, on behalf of the companies. She is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida at Large
Commission No. _____

My Commission Expires:

ATTACHMENT "A" TO EXHIBIT "D"

THE TAX HAS BEEN PAID AND THE PROPER DOCUMENTARY STAMPS HAVE BEEN AFFIXED TO THE MORTGAGE AND SECURITY AGREEMENT SECURING THIS NOTE.

PROMISSORY NOTE

FOR VALUE RECEIVED the undersigned, CAPTIVA COVE ASSOCIATES, LTD., a Florida limited partnership ("MAKER"), promises to pay to the order of the CITY OF POMPANO BEACH, a public body corporate and politic, together with any other holder ("HOLDER") at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, or such other place as HOLDER may from time to time designate in writing, in lawful currency of the United States of America, the sum of Nine Hundred and Fifty Thousand and 00/100 Dollars (\$950,000.00), or so much of said sum as has been advanced and is then outstanding under this Note, together with interest thereon as hereinafter set forth ("Loan").

This Note is a note under which advances may be made from time to time, subject to the terms and conditions of this Note, and pursuant to the terms of Resolution No.: 2010-306 of the City Commission of the City of Pompano Beach, Florida ("Authorizing Resolution"), and that certain Development Agreement dated October 24, 2011 by and among MAKER and HOLDER ("Development Agreement") for the construction of a 264 unit apartment complex to be constructed at 1201 S. Dixie Highway West, Pompano Beach, Broward County, Florida 33060 ("Project").

The terms of this Note are as follows:

1. The property securing repayment of the Loan ("Property") is legally described as: See Exhibit A attached.

2. Advances made hereunder shall accrue interest at the rate of zero percent (0.00%) from the date hereof until the last day of the second year following the issuance of a certificate of occupancy on the Project, and at the rate of two percent (2.00%) per annum thereafter, until the Maturity Date, at which point the entire principal balance then outstanding shall be due and payable. Interest shall be payable quarterly, out of 75% of available cash flow remaining after paying amounts due under the notes secured by the Prior Mortgages (as defined in the Mortgage), on the first day of April, June, October and January of each year for which interest is payable hereunder. This Note shall mature on January 1, 2046 ("Maturity Date"). If, however, MAKER transfers title to the Property prior to the Maturity Date, or fails to utilize the Property for the purpose stated in the Mortgage (defined below), or fails to comply with the terms and conditions of the Authorizing Resolution or Development Agreement, or the Mortgage, this Note shall immediately become due and payable to HOLDER.

3. The principal balance advanced under this Note, subject to Section 2 above, shall be due and payable upon transfer or sale of the Property. If this Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

4. The principal balance advanced under this Note is payable, subject to Section 2, upon the conveyance of title (legal or equitable) to all or any portion of the Property, except as

permitted in Section 6(c) of the Mortgage, or abandonment of the Property or use of the Property for nonresidential purposes.

5. If suit is instituted by HOLDER to recover under this Note, the undersigned agrees to pay all costs of such collection including reasonable attorneys' fees and court costs. This Note is subject to the nonrecourse provisions in the Mortgage described in paragraph 7 herein.

6. Demand, protest and notice of demand and protest are waived and the undersigned waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

7. This Note is secured by that certain mortgage of even date herewith, executed by MAKER, as mortgagor, to and in favor of HOLDER, to be recorded in the Official Public Records of Broward County, Florida ("Mortgage").

8. If MAKER performs all covenants and conditions of this Note and the Development Agreement, then the Loan and all other documents evidenced by the Loan shall cease and terminate and, upon request of MAKER, HOLDER shall issue a Satisfaction of Mortgage.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, MAKER, CAPTIVA COVE ASSOCIATES, LTD., has executed this Note this _____ day of December, 2011.

WITNESS:

Print Name: _____

Print Name: _____

MAKER:

CAPTIVA COVE ASSOCIATES, LTD., a Florida limited partnership

By: Cornerstone Captiva Cove, L.L.C., a Florida limited liability company, its general partner

By: _____
Mara S. Mades
Vice President

By
STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Mara S. Mades, as Vice President of Cornerstone Captiva Cove, L.L.C., a Florida limited liability company, general partner of Captiva Cove Associates, Ltd., a Florida limited partnership, on behalf of the companies. She is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida at Large
Commission No. _____

My Commission Expires:

EXHIBIT "D-1"

DECLARATION OF RESTRICTIVE COVENANTS
RENTAL UNITS

Prepared by:
Housing Finance & Community Development Division 110
N.E. Third Street
Fort Lauderdale, Florida 33301

DECLARATION OF RESTRICTIVE COVENANTS
RENTAL UNITS

It is understood and agreed by Declarant, CAPTIVA COVE ASSOCIATES, LTD., a Florida limited partnership, that the Project referenced herein on the Property described herein is being funded under the HOME Investment Partnerships (HOME) Program, collectively referred to herein as the "Program." Pursuant to the Program, HOME funds provided by City of Pompano Beach (the "CITY") pursuant to a HOME Funding Agreement executed by the parties dated December 13, 2011, are being expended by Declarant to acquire real property for Improvements to be constructed at the Property located at 1201 S. Dixie Highway West, Pompano Beach, City of Pompano Beach, Florida (the "Project").

Under the Program, the above-referenced HOME funds have been provided as a deferred payment loan with no monthly payments required. However, as a condition of the loan, I agree that Declarant shall use the Property only for development of affordable multi-family residential rental units as described in the HOME Funding Agreement. This Declaration of Restrictive Covenants shall remain in effect following Project Completion, as defined in the HOME Funding Agreement, for all rental units, including the HOME Assisted Units, until the Affordability Period of thirty three (33) years expires. Declarant shall rent the units, including the HOME Assisted Units only to Income Eligible Households as defined in and as required by the HOME Funding Agreement for the Affordability Period.

This Declaration of Restrictive Covenants shall be extinguished and released by City of Pompano Beach in whole, or in part, in accordance with the terms contained herein.

I have read the foregoing requirements and have been explained to me and/or I fully understand their terms.

Dated this _____ day of _____, 2011.

WITNESSES:

CAPTIVA COVE ASSOCIATES, LTD.
a Florida limited partnership

By: Cornerstone Captive Cove, LLC a Florida
limited liability company, its
General Manager

By: _____
Mara S. Mades,
Vice President

STATE OF FLORIDA)
) SS
CITY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this day of _____
2011 by Mara S. Mades, as Vice President of Comerstone Captive Cove, LLC, a Florida
limited liability company, the Managing Member of CAPTIVA COVE ASSOCIATES, LTD., a
Florida limited partnership, on behalf of the companies. She () is personally known to me or ()
has produced _____ as identification.

Name: _____

Print

Notary Public, State of Florida at Large
Commission

No: _____
My Commission Expires:

EXHIBIT "E"

MONTHLY PROGRESS REPORT

PROGRAM OBJECTIVE

Measurable Objective	Specific Task Qualified	Projected Yearly Total	Monthly Progress	Progress Year-to Date	Supporting Documentation

EXHIBIT "E" Continued
MONTHLY PROGRESS REPORT

Period Covered: _____ to _____

A. Property information **Date of Report:**

Agency: _____

Person Preparing the Report: _____

Title: _____

Signature: _____

Project Title and Number: _____

Project Start-up Date: _____

Project Completion Date: _____

B.1(a)	<u>Project Cost</u>	<u>Funds Expended To Date</u>	<u>Percentage</u>
Total Project	\$ _____	\$ _____	_____
HOME Funding	\$ _____	\$ _____	_____
Other Funding	\$ _____	\$ _____	_____

(State Source)

B.1 (b) Declaration of Agency Budget Chances

Proclaim Income:

Source of Program Income: _____

EXHIBIT "E" Continued

B.1(c) Other Grant Awards

Dates): _____ **Dollar Amount(s):** _____

Funding Sources): _____

Funding Contact Person(s): _____

B.1 (d) Describe other attempts to secure additional funding: _____

B.2 (a) Percent of Project Completed to Date: _____

1. Office Hours: _____

2. Resignations: _____

3. Part-time of Full-time Employees(s) _____

EXHIBIT "E" Continued

C.1 Brief Project Description & Project Location:

C.2 Describe Specific Work Tasks and Qualified Accomplishments Completed This Month:

<u>Task</u>	<u>Qualified Accomplishments this Month</u>
-------------	---

C.3 Describe Success or Problems Encountered with the Project.

C.4 Anticipated problems or concerns with project: Please identify technical assistance needed and/or requested from CITY staff.

C.5 Anticipated advertisements and/or other contractual services: if so, has CITY staff been advised and appropriate steps taken to assure compliance?

C.8 If applicable, please complete the following direct Benefit Report Form on all program participants.

EXHIBIT "F"
FINAL ACCOUNTING FOR PROJECT

Project Name _____

Initial HOME funding Amount _____

Amended HOME funding Amount _____

Amount Expended _____

Amount Unexpended _____

For each HOME Assisted Unit, furnish the following:

- household size
- race
- rental or homeowner
- number of bedrooms
- percent of median income

- female head of household — Answer

Other sources of Project funding:

- type
- interest rate
- loan term
- amount

For all rental units constructed with HOME funds provided under the Agreement for the Project, include the following information for each unit:

- Rent
- Amount of Utility allowance
- Tenant contribution
- Rental subsidy

Exhibit "G"
REQUEST FOR PAYMENT FORM

TO (OWNER): FROM (CONTRACTOR): CONTRACT FOR: CONTRACTOR'S APPLICATION FOR PAYMENT			PROJECT No: _____ APPLICATION NO.: _____ CONTRACT DATE: _____ TO: _____ Application is made for Payment, as shown below, in connection with the Contract.	
			1. ORIGINAL CONTRACT SUM	\$
			2. Net change by Change Orders	\$
			3.. CONTRACT SUM TO DATE (Use 1 + 2)	\$
			4. TOTAL COMPLETED & STORED TO DATE	\$
CHANGE ORDER SUMMARY			(Column G)S_	
Change Orders Approved in previous months by Owner			RETAINAGE	
TOTAL			a. 10% of Completed Work	
			(Column D + E)	
Approved this Month			b. % of Stored Material	
			(Column F)	
Number			Total Retainage (Line 5a + 5B or Total in Column in I)	
Date Approved			\$	
TOTALS			8. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	
			\$	
Net change by Change Orders			7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (One 6 from prior Certificate)	
			\$,	
			8. CURRENT PAYMENT DUE	
			\$	
			9. BALANCE TO FINISH. PLUS RETAINAGE (Line 3 less Line 6)	
			\$	
The undersigned Contractor certifies to the Owner that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.			State of Florida _____ County of Broward _____ Subscribed and sworn to before me this _____ day of _____ 20____ Notary Public My Commission Expires: _____	
CONTRACTOR:			AMOUNT CERTIFIED \$	
By:			<i>Attach explanation if amount certified differs from the amount applied for.)</i>	
Date:			By _____ Date: _____	
			This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment is without prejudice to any rights of the Owner under the Contract.	

<< 91.69 591 1S6

**EXHIBIT "I"
PROJECT RENTS**

FORT LAUDERDALE, FL HMFA*

(June 2011)

Number of Bedrooms	Fair Market Rent	Low HOME	High HOME
Efficiency	\$956	\$693	\$881
1	1,069	743	946
2	1,285	891	1,137
3	1,777	1,030	1,305
4	2,256	1,148	1,436
6	2,594	1,268	1,567
6	2,933	1,386	1,697

Source: US Department of Housing and Urban Development

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 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CAPTIVA COVE ASSOCIATES I, LTD. RELATING TO DEVELOPMENT OF PROPERTY LOCATED AT 1201 W. DIXIE HIGHWAY FOR AFFORDABLE HOUSING; 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 Captiva Cove Associates I, Ltd., 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 Captiva Cove Associates I, Ltd.

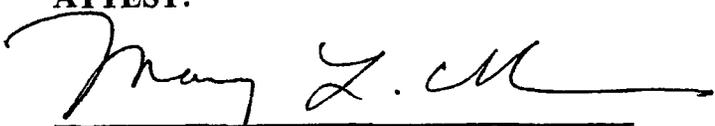
SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 14th day of September, 2010.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered as of the 24 day of October, 2011, by and among

CITY OF POMPANO BEACH, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida, (hereinafter referred to as "City")

and

CAPTIVA COVE ASSOCIATES, LTD., a Florida limited partnership whose address is 2100 Hollywood Blvd., Hollywood, Florida 33020, (hereinafter referred to as "DEVELOPER").

WITNESSETH:

WHEREAS, the parties hereto desire to enter into a development agreement setting forth the mutual understandings and undertakings regarding the development of a parcel of property ("Property") located at 1201 W. Dixie Highway, Pompano Beach, Florida upon which Developer intends to build a 360 unit affordable housing development ("Project") and Developer's role in designing, developing, constructing and marketing the property hereinabove referred to; and

WHEREAS, the CITY has determined that the Project is consistent with and furthers the goals and objectives of the City and that development of Project will promote the health, safety, morals and welfare of the residents of the City.

Now, THEREFORE, in consideration of the conditions, covenants and mutual promises set forth, Developer and CITY agree as follows:

1. **Recital.** The foregoing recitations are true and correct and are hereby incorporated herein by reference. All Exhibits to this Agreement are hereby deemed a part hereof.

2. **Definitions.** In addition to other defined terms in this Agreement, as used herein the following terms shall have the meaning set opposite each:

2.1 **Infrastructure Improvements.** Improvements on public property to be constructed with and in support of the Project, including, but not limited to, paving, lighting, irrigation, landscaping, water, sewer and storm drainage systems to service the Project; off-site sewers and sewer connections, sewer upgrade or lift stations, if required, roads and sidewalks and other improvements.

2.2 **Plans and Specifications.** The documents required for the construction of the Project will include, but not be limited to, construction documents, pre-design plans and drawings, concept documents, preliminary plans and drawings, schematic design documents, design development documents, together with all amendments and modifications thereof, prepared by a professional engineer.

3. **Project Overview.** (hereinafter referred to as the “project” or PROJECT)

3.1 Project. Developer will develop the Property and will construct the Project thereon.

3.2 In carrying out the Project, Developer will submit to the CITY an operational plan due not later than ninety (90) days after the signing of this Agreement.

4. **Project Schedule**

4.1 Developer expressly agrees to complete all work required by this Agreement in accordance with the timetable set forth on Exhibit 1 attached hereto. Timely completion of the work specified in this Agreement is an integral part of performance. By acceptance and execution of this Agreement, it is understood and agreed by Developer that the Project will be completed as expeditiously as possible and that Developer will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines shall be considered an Event of Default after notice and opportunity to cure and may result in termination of this Agreement.

4.2 In the event Developer is unable to meet the above schedule or complete the above services because of delays resulting from Acts of nature, untimely review and approval by the CITY, CITY and or other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by Developer, the CITY shall grant a reasonable extension of time for completion of the PROJECT. It shall be the responsibility of Developer to notify the CITY promptly in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

5. **Permitted Development Uses.** The CITY will assist with the expediting of permits for the development of the Property

6. **Scope of Work**

6.1 Developer shall perform all services necessary to complete the development and construction of the PROJECT in full compliance with the terms of this Agreement as follows:

- a. Developing an operational plan for carrying out the PROJECT;
- b. Securing project financing;

- c. Securing building permits;
- d. Monitoring the development of the PROJECT throughout the course of the project and submit quarterly reports to the CITY.
- e. Developer will complete the Project substantially in accordance with the Project Schedule attached hereto as Exhibit 1.

7. **Procurement Standards**

7.1 Developer shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective and equitable manner and that the use of any consultants for services, which may include but not limited to legal, financial, marketing, and design should not be done so without consultation with the CITY.

8. **Conflict of Interest Provisions**

8.1 Developer warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. Developer further warrants and covenants that in the performance of this agreement, no person having such interest shall be employed. No employee, agent, consultant, elected official, or appointed official of Developer may obtain a financial interest or unit benefits from this activity, either for themselves or those with whom they have family or business ties, during their tenure or for two years thereafter.

9. **Labor, Training and Business Opportunity**

9.1 It is agreed upon that to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the City, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the City. It is also agreed upon that Developer will obtain from selected contractors and/or builders an agreement as to how they will incorporate this objective into carrying out the PROJECT.

10. **Compliance with Federal, State and Local Laws**

10.1 Developer covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the local, state and federal governments, and all amendments thereto, including, but not limited to: Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing, Section 3 of the Housing and Urban Development Act of 1968 and the Housing and Community Development Act of 1974. Developer agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR part 15.

11. **Reporting Responsibilities**

11.1 Developer agrees to submit any and all quarterly reports required by the CITY to the Office of Housing and Urban Improvement (OHUI) on the following due dates:

- 1st Quarterly Report (October/November/December) - February 1st
- 2nd Quarterly Report (January/February/March) - May 1st
- 3rd Quarterly Report (April/May/June) - August 1st
- 4th Quarterly Report (July/August/September) - November 15th

The OHUI will send Developer one reminder notice if the quarterly report has not been received seven (7) days after the due date. If Developer has not submitted a report thirty (30) days after the date on the reminder notice, this shall be considered an Event of Default and may result in termination of this Agreement.

12. **Inspection, Monitoring and Access to Records**

12.1 The CITY reserves the right to inspect, monitor, and observe work and services performed by Developer at any and all reasonable times. The CITY reserves the right to audit the records of Developer any time during the performance of this Agreement and for a period of five (5) years after completion of the PROJECT. Access shall be immediately granted to the CITY or any of its duly authorized representatives to any books, documents, papers, and records of Developer or its contractors or consultants, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

13. **Training and Capacity Building Responsibilities**

13.1 As part of this Agreement, Set Free Coalition Outreach Programs, Inc. agrees to participate in and complete ongoing capacity building training throughout this PROJECT in which completion of such training will be a requirement for participation in future projects as well as a part of future certification and re-certification as a CHDO with the City of Pompano Beach. The capacity building program will be designed to augment previously provided training to Developer members and further the capacity of Developer to undertake and manage future community and economic development projects.

14. **CITY Financial Assistance**

14.1 CITY Financial Assistance. The CITY shall provide up to **NINE HUNDRED FIFTY THOUSAND (\$950,000.00)** ("CITY Funds") toward the hard costs incurred in connection with the construction of the Project.

14.2 Method of Disbursement of CITY Funds. During the period of the development of the PROJECT, Developer shall submit to the CITY certified statements for payment.

14.3 Repayment of HOME funds. The HOME funds (or so much as has been advanced by the City shall be repaid as follows: commencing twelve (12) months after a final certificate of occupancy has been issued for the Project and continuing annually thereafter for a period of thirty (30) years thereafter (the "Maturity Date"), Subject to approval of the senior lenders, Developer shall pay interest only at the rate of two (2%) percent per annum. All interest and the principal balance shall be due and payable in full on the Maturity Date. City and Developer agree to execute such agreements, documents, and promissory note as may be required to evidence the loan and such subordination agreements to institutional and/or governmental entities as may be required by senior lenders to the Project. No interest shall be payable during the construction period.

15. Developer Obligations. Developer shall have the following obligations with respect to the Developer PROJECT:

15.1 Project Financing. Developer will secure the necessary financing to develop and complete the Project as indicated in Section 3.1 of this agreement. Developer will submit to the CITY such documentation as will reasonably demonstrate to the CITY the Developer financial commitment to commence construction of the PROJECT within two hundred ten (210) days following execution of this Agreement by both parties.

15.2 Other Conditions.

a. The principal use permitted in the Project shall be multi-family rental as depicted on the Conceptual Plan attached hereto as Exhibit "B" ("Conceptual Plan"). The Project may also contain accessory uses customarily incidental to the principal use permitted. Portions of the Developer Project shown on the Conceptual Plan for use as recreation or open space or otherwise restricted to recreation and/or open space shall be devoted exclusively to the common use and enjoyment of the occupants of the Project and not to members of the general public, unless otherwise approved by the CITY. No business shall be carried on or operated in conjunction with the recreational facilities.

b. It is understood and agreed to by Developer that the rental dwellings shall be rented to families with incomes that meet up to HUD's sixty percent (60%) of Broward County median income in accordance with the applicable Florida law. In addition, Developer agrees to provide the OHUI information as it relates to eligibility of occupants for this designated PROJECT in the format prescribed by OHUI on a monthly basis.

c. Lot coverage and open space within the Project shall conform to the City's land development code.

d. No building or other improvements shall be constructed on, over, or within the boundary lines of any rights-of-way or easements within the Developer Project unless such construction has been approved by the CITY and the holder or owner of such easements.

e. The Project and all buildings and improvements located therein, when completed, shall be maintained in a clean, sanitary, and safe condition. The Project shall be

appropriately landscaped, such landscaping to be maintained with a mechanical sprinkling system and in accordance with the City land development code. No portion of the Project shall be allowed to become or remain overgrown or unsightly.

f. No portion of the Project shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers, placed in the trash enclosures, and screened from public view.

g. No travel trailer, mobile home, recreational vehicle, boat, tent, storage building, garage, barn or out-building erected within the Project shall at any time be used as a residence, temporarily or permanently.

h. No signs of any kind shall be displayed to the public view in the Project except signs approved by the City in accordance with its sign code.

i. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Project, except that dogs, cats or other domestic pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All animals must be housed inside the residence.

j. No individual water wells, septic tanks or other individual sewage, disposal facility shall be permitted within the Project. This provision, however, shall not be construed to prohibit private water wells for irrigation.

k. No chain link type fence shall be permanently constructed or installed within the Developer Project except as has been approved by the City.

l. There shall be no discrimination in the use of any building or improvement located within the Project on the basis of race, color, religion, sex, disability, familial status or country of national origin.

m. The Property shall be maintained in a clean, sanitary and safe condition with landscaping, no overgrowth or unsightliness.

It is intended and agreed that the Developer will execute a declaration reasonably satisfactory to the CITY this Agreement and the covenants referenced herein shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the CITY and the CITY, their successors and assigns, any successor in interest to the CITY Property, or any part thereof or any interest therein, and any party in possession or occupancy of the CITY Property or any part thereof. The Developer, its successors or assigns, may not modify, amend, repeal or alter the restrictive covenants the referenced in this Agreement, in whole or in part, without the written consent of the CITY or the CITY. Invalidation, in whole or in part, of any of the restrictive covenants referenced herein by a court of competent jurisdiction shall in no way effect any other provisions or parts thereof which will remain in full force and effect. The Developer will provide a draft of said declaration

to the CITY on or before September 30, 2010 and the CITY will provide comments to Developer in a timely manner.

15.6 The Project shall be constructed, used and maintained substantially in accordance with the Conceptual Plan attached hereto as Exhibit "C" and the terms of this Agreement.

15.7 The Project shall be constructed in accordance with the Florida Building Code, ordinances and all other applicable City, State and Federal laws, rules, regulations and requirements. The quality of the workmanship shall be equal to or greater than the quality of other projects built by affiliate of the Developer, such as Eagle Pointe on Atlantic Boulevard..

15.9 Following execution of the Agreement, Developer shall prepare or have prepared applications for all necessary Governmental Approvals and diligently process such applications through the appropriate governmental approval process.

15.10 Following issuance of all Governmental Approvals and all development permits required for construction of the Project, including building permits, the Developer shall proceed with and complete construction of the Project. The buildings and improvements to be constructed on the Property by Developer shall be of a unified architectural design as shown on the Conceptual Plan.

15.11 During construction of the buildings and improvements, Developer covenants and agrees that it shall safely maintain the site of construction activities and protect against damage to persons and property by reason of construction activities and will provide adequate security during non-construction periods. In the case of damage or loss to the buildings and improvements constructed on the Property by Developer in accordance with this Agreement, Developer shall, as soon as possible after the occurrence of such loss or damage, repair or rebuild the buildings and improvements in such manner that the buildings and improvements after such repairing or rebuilding shall be of the same general condition as existed prior to such loss or damage and at least equal in value to the buildings and improvements prior to such loss or damage. Such repairs shall be begun within sixty (60) calendar days after such occurrence or if rebuilding is required, such rebuilding shall be begun within one hundred twenty (120) calendar days after such occurrence and in either case shall be completed in a reasonable time, permitted delays excepted, provided insurance funds are available, but in no event shall commencement of repairs or rebuilding be delayed beyond one hundred eighty (180) days from the date of occurrence. Developer shall pay for all such repairing and rebuilding so that the Property and the buildings and improvements shall be free and clear of all liens of mechanics and material-men and similar liens arising out of such repair, rebuilding or reconstruction of the buildings and improvements.

15.12 Developer shall complete the Project, subject to extension for Permitted Delays, not later than **thirty (30) months** from the effective date of this Agreement (the "Completion Date"). By completion, it is understood and agreed that the same shall mean that it is ready for the issuance of the Notice of Completion and final Certificate of Occupancy. The failure of Developer to complete construction of the Project by the Completion Date, subject to

extension for Permitted Delays, shall constitute material Default in accordance with the provisions of this Agreement.

16. **Required Insurance.** Throughout the term of this Agreement, Developer and all contractors shall maintain in full force and effect, at its sole cost, the insurance coverage set forth below in a form, content, and amount acceptable to the City's Risk Manager:

a. **Fire and Extended Coverage: (Builder's Risk Policy)** Developer shall require the Builder/General Contractor, at his expense, to provide full theft, windstorm, fire and extended coverage on improvements constructed, and personal property located on the premises, for the benefit of the CITY and Developer, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the improvements. Such insurance shall provide that the interests of the CITY are included as a loss payee and contain a waiver of subrogation rights by the Builder's/General Contractor's carrier against the CITY.

b. **Worker's Compensation:** Developer shall provide, carry, maintain and pay for all necessary Worker's Compensation insurance for the benefit of its employees with the following limits: Worker's Compensation-statutory limits; Employer's Liability – one hundred thousand dollars (\$100,000.00).

c. **General Liability Insurance:** Developer shall, at his own expense, provide, pay for, and continuously maintain, comprehensive and all inclusive public liability and property damage insurance for the benefit of the City, with a policy limit of not less than one million dollars (\$1,000,000.00), combined single limits, which coverage shall include property damage and personal injuries, including death, and shall include the CITY as an additional named insured.

Whenever, under the provisions of the Agreement, insurance is required of Developer, Developer shall promptly provide the following: (i) certificates of insurance evidencing the required coverage; (ii) names and addresses of companies providing coverage; (iii) effective and expiration dates of policies; (iv) a provision in all policies affording the CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy. In the event of destruction of or damage to any of the premises and contents covered by insurance, the funds payable in pursuance of said insurance policies for repair and/or reconstruction shall be deposited in a commercial national bank located in Pompano Beach, Florida, selected by the CITY, as a trust fund. Said funds shall be used for the purposes of reconstruction or repair, as the case may be, first, all or any portion of the premises, second, improvements and third, personal property, so damaged or destroyed. Such reconstruction and repair work shall be done by Developer or the Builder/General Contractor in strict conformity with the ordinances of the City and all governmental agencies having jurisdiction. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then in such event, such funds shall be used as far as the same will permit in paying the cost of said reconstruction or repair and Developer shall be responsible for the remaining funds. In the event that the cost of such reconstruction or repair work shall be less than the proceeds derived for such insurance policies, the surplus shall be payable to Developer. Should any of the required

insurance policies be canceled before the expiration date or non-renewed, the issuing company will provide thirty (30) days written notice to the certificate holder. Developer may self insure all or a portion of the insurance coverage and limit requirements required by this Section 9.10. In the event Developer does self-insure, Developer shall not be required to comply with the requirements of naming the CITY as co-insured; and

17. **Developer Default, Remedies, Termination and Further Rights.**

17.1 **Event of Default.** The occurrence of any one or more of the following shall constitute an Event of Default hereunder:

a. If Developer defaults in the performance of an obligation imposed upon it under this Agreement or if Developer fails to complete construction of the Project, and Developer does not commence to cure such default within thirty (30) days after delivery of notice of such default from the CITY and diligently pursue to cure such default within sixty (60) days after delivery of such notice; or

b. If any statement or representation made by Developer herein or in any writing now or hereafter furnished in connection herewith shall be false in any material respect.

c. If after notice and opportunity to cure Developer fails to participate in the training and capacity building programs offered by the CITY designed to augment previously provided training related to community and economic development projects.

d. If there is filed by or against the Developer a petition in bankruptcy or a petition for the appointment of a receiver or trustee of the Property of the Developer, which, in the reasonable judgment of City, will cause material interference with the timely completion of the Project, and any such petition not filed by the Developer is not dismissed within ninety (90) days of the date of filing.

If an Event of Default occurs and there is no cure within the time provided herein, then Section 17.2 shall be applicable.

17.2 **Remedies.** Upon the occurrence of any Event of Default hereunder, the CITY shall have the following non-exclusive rights: (i) to terminate the Agreement, without cost or liability to Developer; (ii) to cease any further disbursements of CITY Funds; (iii) to immediately enforce all of its rights under this Agreement; and (iv) to avail itself of any right it may have at law or in equity.

18. **CITY Default, Remedies, Termination and Further Rights.**

18.1 **Default by CITY.** If the CITY fails to disburse CITY Funds within thirty (30) days of submittal of a proper invoices pursuant to the provisions of Section 7 of this Agreement, such failure shall constitute a default by the CITY. The CITY shall have thirty (30) days after delivery of notice of such default from Developer to cure said default.

If there is no cure of the default within the time provided herein, then Section 18.2 shall be applicable.

18.2 Remedies. In the event of default by the CITY, Developer shall have the following non-exclusive rights: (i) to terminate the Agreement without cost or liability to the CITY; (ii) to immediately enforce all of its rights under this Agreement; and (iii) to avail itself of any right it may have at law or in equity.

19. General Provisions.

19.1 Non-liability of CITY Officials. No member, official or employee of the CITY shall be personally liable to Developer or to any person with whom Developer shall have entered into any contract, or for any amount which may become due to Developer under the terms of this Agreement.

19.2 Notices. All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or air courier service, except that notice of a change in address shall be effective only upon receipt.

If to the CITY:

Department of City Manager
Attn: Willie Hopkins
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Telephone No. (954) 786-4606
Fax No. (954) 786-4504

If to Developer:

Captiva Cove Associates, Ltd.
2100 Hollywood, FL, 33020
Telephone No. (305) 443-8288
Fax No. (305) 443-9339

19.3 Entire Agreement. This Agreement, including all exhibits attached hereto and which are expressly incorporated herein by this reference, sets forth all of the promises and covenants between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

19.4 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identity of the party or parties, personal representatives, successors or assigns may require.

19.5 Severability. The invalidity of any provision hereof shall in no way affect or invalidate the remainder of this Agreement.

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

19.7 Headings. The headings contained in this Agreement are inserted for convenience only and shall not affect, in any way, the meaning or interpretation of the Agreement.

19.8 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.

19.9 Binding Effect. The obligations imposed pursuant to this Agreement upon Developer shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.

19.10 Amendments. This Agreement may not be amended, modified or terminated orally, but only in writing signed by the parties hereto.

19.11 Authority of Developer. By execution of this Agreement, Developer does certify to the CITY that the officer executing this Agreement has been duly authorized by proper resolution(s) of the Board of Directors of Developer to enter into, execute and deliver this Agreement and all other documents, certificates, agreements, consents and receipts, and to take any and all other actions of any kind whatsoever in order to accomplish the purposes and undertakings of this Agreement.

19.12 Assignment. This Agreement shall be binding upon and enforceable by and against the parties hereto, their successors and assigns, and inure to the benefit of the successors and assigns of the parties. Developer agrees that it shall not assign or transfer this Agreement to another party without the prior written consent of the CITY, which consent shall not be unreasonably withheld or delayed.

19.13 Contingent Fee. Developer represents and warrants that it has not employed or retained any person to solicit or secure this Agreement and that it has not paid or agreed or promised to pay any person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

19.14. Indemnification. Developer shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses including reasonable attorney's fees or liabilities of every kind in connection with or arising directly out of the improvement, operation, or possession of the Property by Developer except for any occurrence arising out of or resulting from intentional torts or gross negligence of the CITY, the City or their respective officers, agents and employees. CITY and/or City shall provide notice of any lawsuits or claims within four (4) business days of service. Without limiting the foregoing, any and all such claims, suits, causes of action, etc., relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the buildings and improvements, actual or alleged infringement of any patent, trademark, copyright, or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by Developer for breach of warranties under the deed(s) or any causes of action Developer has or may have for breaches or defaults by the CITY under this Agreement.

19.15 Approvals. Wherever in this Agreement CITY approval or approval of the CITY designees shall be required for any action, said approvals shall not be withheld unreasonably.

19.16 Permitted Delays. Subject to providing written notice of such and event and the party's intention to exercise the applicability of this provision, no party to this Agreement shall be deemed in default, and the time for performance of any required act hereunder shall be extended for such period, where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods earthquakes, fires, casualty, acts of God, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, government restrictions of priority, litigation, severe weather and other acts or figures beyond the control or without the control of either party; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay, and in no event shall any of the foregoing excuse any financial inability of a party.

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

CITY

Signed, Sealed and Witnessed

In the Presence of:

Shelley R. Bartholomew

Shelley R. Bartholomew

Name of Witness Printed Above

Willie A. Hopkins

Name of Witness Printed Above

By: [Signature]
Lamar Fisher, Mayor

Attest:
By: [Signature]
Mary L. Chambers

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this 27th day of October, 2011, before me personally appeared Lamar Fisher, mayor of the City of Pompano Beach, Florida, who is personally known to me or who produced _____, (type of identification) as identification, and he acknowledged that he executed the foregoing instrument as the proper official of the City of Pompano Beach, and the same is the act and deed of said City of Pompano Beach.

NOTARY'S SEAL:

Christine Wodka
NOTARY PUBLIC STATE OF FLORIDA
(Signature of Notary Taking Acknowledgement)

Christine Wodka
(Name of Acknowledger Typed, Printed or Stamped)

EE 136205
Commission Number



"CITY":

Witness:

CITY OF POMPANO BEACH

Shelby R. Bartholomew

By: Dennis W. Beach
DENNIS W. BEACH
CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

Gordon B. Linn
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of November, 2011 by **DENNIS W. BEACH**, as City Manager and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

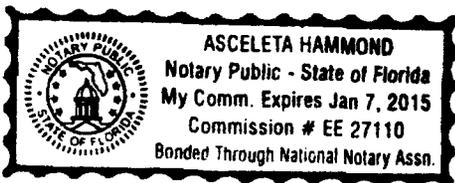
NOTARY'S SEAL:

Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



DEVELOPER

Leyani Roman

Leyani Roman

Name of Witness Printed Above

Pablo Lopez

Pablo Lopez

Name of Witness Printed Above

**CAPTIVA COVE ASSOCIATES, LTD., a
Florida limited partnership**

By: *[Signature]*

Name: *Leon T. Nade*

Title: *V. Pres. of C.P.*

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this *25* day of October, 2011, by *LEON T. NADE* as *V.P.* of Captiva Cove Associates, Ltd., who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

(Signature of Notary Taking Acknowledgement)



(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit 1

Milestone	Deadline
Interim Milestones/Deadlines <i>(list below)</i>	
Development Team Operational Plan	90 days
Proposed Project Schedule and Project Budget	90 days
Securing of Project Financing	180 days
Selection of Engineer for Plans, Specifications, Installation, and Construction of Infrastructure	45 days
Completion of Land Infrastructure Improvements etc.	270 days
Creation of Marketing Program for Project	270 days
Securing Building Permits	180 days
Begin Construction	210 days
Complete Project	24 months total

Meeting Date: June 14, 2016

Agenda Item 12

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 REINSTATEMENT AND FIRST AMENDMENT TO THE CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES BETWEEN THE CITY OF POMPANO BEACH AND ASHBRIIT, INC.; AND SUBSEQUENTLY AUTHORIZING APPROVAL OF THE SECOND EXTENSION TO SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE. NO FISCAL IMPACT AT THIS TIME. CONTRACT TERM, UPON EXECUTION, SEPTEMBER 15, 2017.

Summary of Purpose and Why:

The City awarded a contract to AshBritt, Inc. for disaster debris removal, hauling, disposal, and recycling for a one (1) year period, commencing on September 16, 2014, and at the City's discretion and with consent of the Contractor, four (4) additional one (1) year extension periods follow pending City Commission approval. Due to new FEMA requirements and subsequent first amendment, it is requested the contract be reinstated under the terms of the original contract and first amendment. Due to timeframe on expiration of contract, it is requested the second extension be executed now, maintaining the same scope of services and terms and conditions as stated under the original contract and first amendment. The services provided under this contract will enable the city to expedite removal and disposal of hurricane debris and provide other related services as needed. The City must establish this contract prior to a storm to ensure reimbursement from FEMA.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert A. McCaughan / Russ Ketchem Ext. 954 786-4097
- (3) Expiration of contract, if applicable: September 15, 2017
- (4) Fiscal impact and source of funding: None until contract is implemented to recover from Hurricane

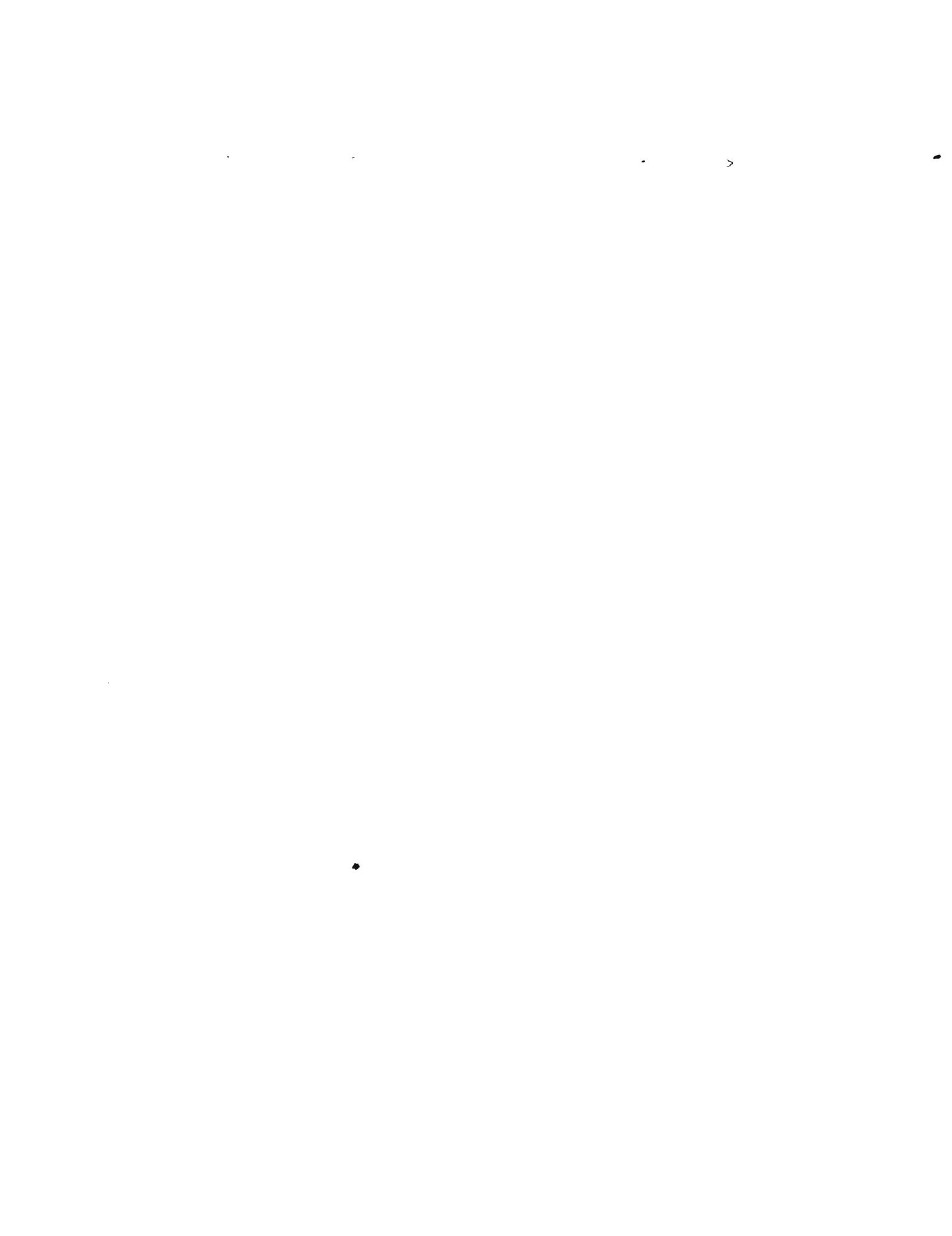
DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Public Works	6/3/2016	Approve	<i>Robert A. McCaughan</i>
Finance	6/7/16	Approval	<i>S. Ribble</i>
Budget	6/18/16		
City Attorney	6/7/16	✓	

Advisory Board
 Development Services Director
 City Manager *[Signature]*

Pompano Beach

ACTION TAKEN BY COMMISSION:

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



MEMORANDUM

TO: City Commission

THROUGH: Robert McCaughan, Director Public Works *Rjm*

FROM: Russell Ketchem, Solid Waste Manager 

COPY: Dennis W. Beach, City Manager

DATE: 3 June 2016

SUBJECT: AshBritt, Inc. Contract

This memorandum is to provide explanation to the Resolution presented at the June 14, 2016 commission meeting.

There are three commission action items in the Resolution: reinstatement; first amendment; and second extension to the contract.

A reinstatement is requested due to various FEMA requirements that became relevant. These requirements came into effect January 2016. This caused staff to research the new FEMA requirements and update language in the contract. This caused a delay in the execution of allowable contract extension.

The first amendment is the result of the FEMA requirements being edited into the contract.

The second extension is requested due to the current agreement is to expire September 15, 2016. It is staff's recommendation to move forward with the second extension of the contract. This will allow for the contract to remain in place during this hurricane season, and the majority of the 2017 hurricane season. If second extension is approved, the expiration date of the contract will be September 15, 2017.

I am available to discuss this matter upon request.



City Attorney's Communication #2016-849

May 31, 2016

TO: Russell Ketchem, Solid Waste Manager

FROM: Carrie L. Sarver, Assistant City Attorney

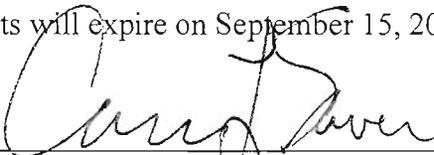
RE: Resolutions / Reinstatements and First Amendments
AshBritt, Inc. and Crowder-Gulf Joint Venture, Inc.

As requested, the above-referenced Agreements have been prepared and are attached at this time along with the appropriate Resolutions captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REINSTATEMENT AND FIRST AMENDMENT TO THE CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES BETWEEN THE CITY OF POMPANO BEACH AND ASHBRIIT, INC.; AND SUBSEQUENTLY AUTHORIZING APPROVAL OF THE SECOND EXTENSION TO SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REINSTATEMENT AND FIRST AMENDMENT TO THE CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CROWDER-GULF JOINT VENTURE, INC.; AND SUBSEQUENTLY AUTHORIZING APPROVAL OF THE SECOND EXTENSION TO SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

Please note that the extension of the two contracts will expire on September 15, 2017.



CARRIE L. SARVER

/jrm/ds
l:cor/pw/2016-849

Attachments

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 REINSTATEMENT AND FIRST AMENDMENT TO THE CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES BETWEEN THE CITY OF POMPANO BEACH AND ASHBRIIT, INC.; AND SUBSEQUENTLY AUTHORIZING APPROVAL OF THE SECOND EXTENSION TO SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Reinstatement and First Amendment between the City of Pompano Beach and AshBritt, Inc., a copy of which Reinstatement and Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That a Second Extension to said Agreement between the City of Pompano Beach and AshBritt, Inc. is hereby approved.

SECTION 3. That the proper City officials are hereby authorized to execute said Reinstatement and Amendment between the City of Pompano Beach and AshBritt, Inc.

SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

MEB/jrm/ds
6/3/16
1/8/16
l:reso/2016-21

**REINSTATEMENT AND
FIRST AMENDMENT**

THIS IS A REINSTATEMENT AND FIRST AMENDMENT dated the _____
day of _____ 2016, between:

CITY OF POMPANO BEACH, a municipal corporation of the
State of Florida, whose address is 100 West Atlantic Boulevard,
Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

ASHBRITT, INC., a Florida corporation, having its office and
place of business at 565 E. Hillsboro Blvd., Deerfield Beach,
Florida 33441, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into a Contract for Disaster Debris Recovery Services on
September 16, 2014, ("Original Agreement"), and approved by Resolution No. 2014-308; and

WHEREAS, the Original Agreement was for one (1) year with four (4) possible
additional one-year renewals; and

WHEREAS, a period of time greater than one year has lapsed without renewal of the
Original Agreement; and

WHEREAS, the parties desire to reinstate and amend certain terms and provisions of the
Original Agreement to update the public records law, to comply with Federal Emergency
Management Agency's ("FEMA") contract requirements to be eligible for reimbursement of
federal funds, and to extend the term of the Original Agreement for an additional one-year period
expiring on September 15, 2016.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement between CITY and CONTRACTOR, dated September 16, 2014, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. CONTRACTOR agrees to provide all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of Debris Recovery Services as described in Request for Proposals (RFP) E-28-14, in accordance with all laws, regulations and FEMA requirements applicable to debris removal and monitoring contracts, specifically 2 C.F.R. 200.317-326, as amended and including Appendix II to Part 200, which apply to Public Assistance Grantee Procurement and Contract Requirements in order to be eligible for reimbursement.

4. CONTRACTOR agrees and recognizes that FEMA will only reimburse costs under a time-and-materials contract for the first seventy (70) hours of work performed. In order to comply with FEMA reimbursement guidelines as provided for in the Code of Federal Regulations, CITY shall set and include a ceiling price in the Task Order issued to CONTRACTOR based on the assessed damage. CONTRACTOR agrees that if such ceiling price is exceeded that it is performing any additional work at its own risk and CITY shall not be responsible for payment of said services.

5. CITY and CONTRACTOR agree that the cost line items provided for in CONTRACTOR’s Response to RFP E-28-14 shall be updated and revised per Addendum #2,

response to question #5 and Addendum #4, response to question #2 and these updated line item costs shall be incorporated into this Agreement.

6. CITY and CONTRACTOR agree that the bonding requirements as provided for in Addendum #1 shall apply to this Agreement and reflect a contract requirement of a Payment and Performance Bond in the amount of one hundred million dollars (\$100,000,000.00). This provision shall be incorporated into this Agreement and CONTRACTOR agrees to comply with same.

7. The Original Agreement is amended by adding additional language as follows:

XXIII. 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, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from

the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

8. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending September 15, 2016.

9. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the reinstatement and amendment had been originally included in the Original Agreement.

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 by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number .

"CONTRACTOR":

Witnesses:

ASHBRITT, INC., a Florida corporation

Christopher Hobinger
Print Name

By: *[Signature]*
Signature

Typed, Stamped or Printed Name

[Signature]
Print Name

Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7 day of JUNE, 2016 by JOHN NOBLE as C.O.O. of AshBritt, Inc., 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:

Kelly Beckmann
NOTARY PUBLIC, STATE OF FLORIDA

KELLY BECKMANN
(Name of Acknowledger Typed, Printed or Stamped)

 KELLY BECKMANN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE864681
Expires 1/13/2017

EE864681
Commission Number

CLS/jrm
5/31/16
1/29/2016
L:agr/pw/2016-54



June 6, 2016

Russell S. Ketchem
Solid Waste Manager
City of Pompano Beach
1190 N.E. 3rd Avenue, Building B
Pompano Beach, FL 33060

Mr. Ketchum,

Please consider this letter official notification that AshBritt Inc. is agreeable to extending our Agreement for "Emergency Debris Management & Disaster Recovery Technical Assistance" for a period of one year as specified in RFP E-28-14. The new expiration period for the Agreement will now be September 15th of 2017 .

Please do not hesitate to contact us should you have any questions or if we can be of any assistance whatsoever.

We look forward to continuing our relationship with the City of Pompano Beach.

Best Regards,

A handwritten signature in black ink, appearing to read 'John Noble', is written over a horizontal line.

John Noble
Chief Operating Officer

Client#: 1095194

ASHBRINC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2016

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 500 Columbia Drive, Ste 102 West Palm Beach, FL 33409-2718 561 693-0500		CONTACT NAME: Curtis Weaver PHONE (A/C, No, Ext): 561-693-0500 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED AshBritt, Inc 565 East Hillisboro Blvd Deerfield Beach, FL 33441		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Starr Surplus Lines Insurance	NAIC # 13604
		INSURER B: Federal Insurance Company	20281
		INSURER C: Starr Indemnity & Liability Co	38318
		INSURER D:	
		INSURER E:	
		INSURER F:	

Vendor # 9886

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 INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	1000065645161 APPROVED RISK MANAGEMENT DATE: <i>06-07-16</i>	05/22/2016	05/22/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	<i>JM</i> SISIPCA08263216	05/22/2016	05/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF RETENTION \$	X	1000336529161	05/22/2016	05/22/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	004472753903	05/22/2016	05/22/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution	X	1000065645161	05/22/2016	05/22/2017	\$1,000,000 per occ
A	Professional	X	1000065645161	05/22/2016	05/22/2017	\$1,000,000 per claim
B	Equipment		06639855	05/22/2016	05/22/2017	See Desc of Operations

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 10 Days Notice for non payment; 30 Days Notice All Other. General Liability, Professional and Pollution
 Includes Primary and Non-contributory, Additional Insured and Waiver of Subrogation. Auto policy Includes Pollution, Broadened coverage and Waiver of Right of recovery Against us. Workers' Compensation Includes Waiver of our Right to Recover. Equipment Coverage \$81,616, leased/borrowed or rented \$500,000 limit Including wind.

CERTIFICATE HOLDER City of Pompano Beach 190 NE 3rd Ave Bld. C (Front) Pompano Beach, FL 33060-0000	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 <i>Gary Morris</i>
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original 18

RESOLUTION NO. 2014- 308

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 CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES BETWEEN THE CITY OF POMPANO BEACH AND ASHBRIIT, INC.; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Contract for Disaster Debris Recovery Services between the City of Pompano Beach and AshBritt, Inc., 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 AshBritt, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 9th day of September, 2014.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

**CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES
FOR
THE CITY OF POMPANO BEACH**

This Contract is made and entered into on this 16th day of September 2014 by and between The City of Pompano Beach, a political subdivision of the State of Florida, hereinafter called the "CITY", and AshBritt, Inc., hereinafter called the "CONTRACTOR."

Whereas, the CITY is subject to potential natural and/or manmade disasters, such as hurricanes; and

Whereas, such storms can generate up to an estimated twenty-seven (27) million cubic yards of debris in large scale disasters; and

Whereas, the CITY has determined debris removal, storage, reduction, disposal and recycling is in the best interests of the City of Pompano Beach; and

Whereas, the CITY in the interests of safety, health and welfare, desires to remove, consolidate and properly dispose of such debris; and

Whereas, The CITY desires to engage the services of a qualified and licensed contractor to manage Debris Removal, Debris Disposal and Debris Recycling Services and Debris Storage and Reduction Services following natural or manmade disasters; and

Whereas, procurements under this Contract shall be limited to those which are determined essential to eliminate threats to public health, safety and welfare, to the economic recovery of the affected area for the benefit of the community-at-large, to eliminate immediate threats of significant damage to improved public or private property and to facilitate the restoration of normal public services; and

Whereas, the CONTRACTOR is an experienced, qualified and licensed general contractor with expertise in performing Debris Removal, Debris Disposal and Debris Recycling Services and Debris Storage and Debris Reduction Services following natural or manmade disasters; and

Whereas, the CONTRACTOR is an experienced, qualified and licensed hazardous waste contractor with expertise in the management, handling, transporting and disposal of Hazardous and/or Toxic Waste; and

Whereas, the CONTRACTOR shall provide complete recovery management support, including but not limited to debris management and disaster recovery technical assistance, to CITY personnel in all seven categories of work as defined by the Federal Emergency Management Agency (FEMA) in the Public Assistance Guide FEMA 321; and

Whereas, the CONTRACTOR is experienced in working with federal, state and local emergency agencies and has documented knowledge of federal and state disaster programs, funding sources and the FEMA reimbursement process; and

Whereas, the CITY desires reimbursement of costs, as available; and

Whereas, the CONTRACTOR is experienced in providing adequate and timely data necessary for governmental audits and reimbursement payments relative to disaster recovery efforts; and

Whereas the CITY desires to utilize the solicitation in order to secure the disaster debris recovery services of the CONTRACTOR.

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. DEFINITIONS

- A. ASH (as defined in Section IV.F.2)
- B. BULKY HOUSEHOLD WASTE/GARBAGE (as defined in Section IV.F.1.d)
- C. CONSTRUCTION AND DEMOLITION DEBRIS (as defined in Section IV.F.1.b)
- D. CONTRACT ADMINISTRATOR—the City Manager, or other person, designated in writing by the CITY as the primary contact person for the CONTRACTOR.
- E. ELIGIBLE DEBRIS (as defined in Section IV.F.1)
- F. FINAL DISPOSITION SITES—a City-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris or a City-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.
- G. GRANT COORDINATOR—the City Manager, or other representative, who is designated (in writing) by the CITY to be the primary contact person for the administration of the FEMA public assistant grants and shall act as liaison between FEMA and the CITY. (as defined in Section VII.A.)
- H. HAZARDOUS AND/OR TOXIC WASTE (as defined in Section IV.F.1.f)
- I. HOT SPOTS—areas within the city of Pompano Beach where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats. (as defined in Section V.D.9.)
- J. INELIGIBLE DEBRIS (as defined in Section IV.F.3)
- K. LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS—FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits. (see Section IV.G.4.)
- L. LOAD TICKET—a serialized, four-part or electronic form used to record and document volumes of Eligible Debris collected by the CONTRACTOR. (as defined in Section V.I.)
- M. NATIONAL RESPONSE CENTER—the sole national point of contact for reporting oil, chemical, radiological and biological discharges. (see Section VI.I.3.)
- N. NOTICE TO PROCEED—written approval issued to the CONTRACTOR by the CITY to begin mobilization for disaster recovery work. (see Section III.C.-E.) The City manager (or other designee(s) identified by the City Manager in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of the CITY unless modified by a written list of persons authorized by the City Manager to issue such notice. Written notice to proceed may be delivered to CONTRACTOR via fax machine, overnight carrier or delivered in person to the CONTRACTOR representative. CONTRACTOR will provide a contact list (including name, address, position, telephone, cell phone, fax and e-mail address) of persons authorized to receive the NTP within seven (7) days of execution of the contract. Said list will become an attachment to this contract.

- O. PASSES—the number of times the CONTRACTOR passes through the assigned Work Zone to collect all Eligible Debris. (as defined in Section V.F.)
- P. RECYCLABLES (as defined in Section IV.F.1.e)
- Q. RECYCLING FACILITY—a facility that recovers or reuses any Eligible Debris, such as metals, soils or construction materials that may have a residual monetary value for raw material in producing new products.
- R. RIGHT(S) OF WAY—public and/or private streets where residents have placed Eligible Debris at curbside in residential areas as is done with routine solid waste collection.
- S. TASK ORDER—written authorization issued to the CONTRACTOR by the CITY to define a specific scope of work and the time period authorized for the completion of stated services. (See Section III.E.-F.)
- T. DEBRIS MANAGEMENT SITE(S)—a CITY-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.
- U. DEBRIS MANAGEMENT SITE TOWER INSPECTOR—the CITY’S authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Debris Management Site(s).
- V. DEBRIS MANAGEMENT SITE SUPERVISOR—the CITY’S authorized representative designated to monitor the Debris Management Site operations performed by the CONTRACTOR.
- W. TIPPING FEE—a fee based on weight, or volume, of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.
- X. WHITE GOODS (as defined in Section IV.F.1.c)
- Y. WOODY VEGETATIVE AND YARD DEBRIS (as defined in Section IV.F.1.a)
- Z. WORK ZONE—the designated area within the City of Pompano Beach that the Contract Administrator, or authorized representative, has assigned to the CONTRACTOR to perform Eligible Debris removal and hauling services.
- AA. WORK ZONE MONITOR—the CITY’S authorized representative designated to inspect and validate each load of Eligible Debris that is removed from the assigned Work Zones.
- BB. WORK ZONE SUPERVISOR—the CITY’S authorized representative designated to maintain the overall organization/coordination of the Eligible Debris collection in the assigned Work Zone.

II. ACRONYMS

- A. C & D – Construction and Demolition
- B. CA – Contract Administrator
- C. FEMA – Federal Emergency Management Agency
- D. NTP – Notice To Proceed
- E. ROW – Right(s) of Way
- F. DMS –Debris Management Site(s)

III. GENERAL

- A. The purpose of this Contract is to provide Removal, Hauling, Disposal And Recycling of all Eligible Debris (as defined in Section IV.F.1.), to provide DMS Operations and Management of Eligible Debris generated as a result of natural or manmade disasters within the City of Pompano Beach, to provide Technical Assistance to CITY personnel and Additional Services, if needed, in accordance with the terms and conditions set forth herein.
- B. The Contract shall be for a one (1) year period, commencing on the date of award and terminating one (1) year from that date. The CITY may, at its discretion and with consent of the CONTRACTOR, extend the Contract under all of the terms and conditions contained in this Contract for four (4) additional one (1) year periods following Commission approval, and maintaining the same scope of services and terms and conditions as stated under the original Contract.
- C. All executed addendums to this agreement become part of this Contract for the remaining term(s).
- D. In the event service is scheduled to end because of the expiration of this contract, the CONTRACTOR shall continue to provide 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 services at the rate in effect when this extension clause is invoked by the CITY.
- E. Until a written notice to proceed (NTP) is issued by the CITY to the CONTRACTOR, no level of disaster recovery work is approved, guaranteed or implied under this Contract.
- F. Upon receipt of the written NTP, the CONTRACTOR shall commence mobilization of personnel and equipment.
- G. In addition to the NTP, the CITY shall issue a Task Order that shall set forth the specific scope of work and the time period authorized for completion of services to be performed by the CONTRACTOR.
- H. In the event that the CITY does not issue a NTP to the CONTRACTOR during the term of this Contract, it is understood by all parties that no guaranteed minimum amount of work is implied to the CONTRACTOR under this Contract.

IV. STATEMENT OF WORK

A. **Disaster Debris Removal, Hauling, Disposal and Recycling**

1. The CONTRACTOR'S primary responsibilities are:
 - a. Removal of Eligible Debris:

This shall mean the timely collection of eligible debris generated by natural or manmade disasters from public and/or private right(s) of way (ROW) as defined in Section I. R.
 - b. Segregation of Eligible Debris:

This shall mean the separation of eligible debris by the CONTRACTOR at street/road level into six (6) categories: 1) woody vegetative and yard debris, 2) construction and demolition (C & D) debris, 3) white goods, 4) recyclables 5) hazardous and/or toxic waste (hazardous and toxic waste) and 6) any other disaster debris, such as bulky household waste/garbage, that FEMA deems is Eligible Debris.
 - c. Hauling Eligible Debris from designated Work Zone as defined in Section I.Z.:

This shall mean the collection and transportation of Eligible Debris from the authorized and approved work areas to the Debris Management Site(s) (DMS) as defined in Section I.T., and/or the Final Disposition Site(s) as defined in Section I.F.

d. Final disposal and recycling of Eligible Debris:

This shall mean the transportation of non-recyclable Eligible Debris from the DMS to a landfill lawfully permitted to accept all non-recyclable debris, including ash from the DMS and approved by CITY. In addition, this shall also mean the transportation of all Eligible Debris considered recyclable to a recycling facility as defined in Section I.Q., broker or end-user approved by the CITY.

e. Management and Operations in the Work Zones:

This shall mean the supervision and direction of CONTRACTOR haulers in the assigned Work Zones; maintaining equipment staging area(s); and the responsibility for traffic control in the Work Zones.

f. Preparation of reports as the CITY may require:

This shall mean Load Tickets, daily volume/tonnage reports of Eligible Debris removed, equipment/vehicle lists, daily timesheet tickets, finished production reports, crew location reports, final disposal scale tickets, recycling volume/tonnage reports, FEMA forms and any other reports needed by the CITY to track expenses for debris removal operations.

2. The CONTRACTOR'S secondary responsibilities are:

a. Emergency street clearance of Eligible Debris from public and/or private rights of way (ROW) under the direction of the CITY:

This shall mean the cutting, tossing and/or pushing of debris from the primary transportation routes as identified and directed by the CITY. These services shall be performed for approximately the first 70 hours of the disaster, or with written authorization by the CITY.

b. Collection and removal of Eligible Debris from CITY-owned property, canals, waterways or other areas as directed by the CITY:

This shall mean assisting the CITY and/or other Contractor(s) with the collection and hauling of Eligible Debris that has been removed from CITY property, facilities and waterways to the DMS and/or Final Disposition Site(s).

B. Debris Management Site(s) Management and Operations

1. The CONTRACTOR'S primary responsibilities are:

a. Management and Operation of the DMS:

This shall mean assisting CITY in the selection of DMS; establishing the DMS layout; the baseline soil and groundwater testing, intermittent testing, if needed, and soil and groundwater testing at the closure of the DMS; preparation, maintenance, supervision and safety of the DMS to accept and process all Eligible Debris in accordance with all local, state and federal rules, standards and regulations; erecting and maintaining roofed inspection tower(s); maintaining the DMS ingress, egress and interior roads for the entire period of DMS operations; the closure and restoration of the DMS to pre-work conditions;

- b. Segregation of all Eligible Debris prior to reduction:
This shall mean the sorting and separation of Eligible Debris into distinct categories, including but not limited to woody vegetative and yard debris, C & D, white goods, bulky household garbage/waste, recyclables, tires, dead animals and hazardous and/or toxic waste;
 - c. Processing and reduction of Eligible Debris:
This shall mean the reduction of Eligible Debris by such means as chipping, grinding and incineration provided a burn permit has been obtained and approved by the CITY.
 - d. Loading of Eligible Debris:
This shall mean placing stored and/or reduced, Eligible Debris and recyclable materials into CONTRACTOR'S vehicles and initiating a Load Ticket for final disposition.
 - e. Disposal of ash, as defined in Section IV.F.2., produced by DMS operations:
This shall mean the loading of the residue from Eligible Debris that has been incinerated at the DMS for transportation by the CONTRACTOR'S vehicles to a City-approved landfill lawfully permitted to accept the residue material.
 - f. Provide reports, as may be required, to the CITY and/or other agencies:
This shall mean Load Tickets, daily tonnage/volume reports of Eligible Debris accepted at DMS, equipment/vehicle lists, daily timesheet tickets, finished production reports, FEMA reports and any other reports needed by the CITY to track expenses for debris storage and reduction services.
2. The CONTRACTOR'S secondary responsibility is:
- a. Acceptance, processing, reduction and loading of Eligible Debris received from various contractor or municipality haulers:
This shall mean providing all DMS services to any other County, Municipality or authorized agent approved by the CITY to use these services and/or facilities.
 - b. Acceptance and disposal of ash residue from haulers other than City -contracted haulers is **not** permitted:
This shall mean that ash produced from sources other than the City-approved DMS will not be accepted at the DMS for final disposal.

C. Technical Assistance

1. The CONTRACTOR'S primary responsibility is:
- a. Assistance and guidance, as defined in Section VII., to CITY personnel in the completion of any and all forms necessary to apply for the reimbursement of expenses from state and federal agencies, including but not limited to FEMA.
This shall mean assisting the CITY in the timely preparation, completion and submittal of Preliminary Damage Assessment documentation, Project Worksheet(s), Scope of Work and Cost Estimates, preparation of claim documentation for reimbursement requests, documentation support and consultation and negotiation services.
 - b. Training for CITY personnel on disaster recovery processes and procedures.
This shall mean providing orientation and training sessions, as defined in Section VII.A.2., including but not limited to key city personnel and Business Unit representatives.

D. Additional Services

1. The CONTRACTOR shall perform the additional services, including but not limited to the services listed below, as defined in Section VII.B.5., upon issuance of a Task Order by the CITY, and the Scope of Work shall be executed by the CONTRACTOR according to the approved terms:
 - a. Private Property Demolition and Debris Removal
 - b. Marine Debris Removal
 - c. Hazardous and/or Toxic Waste Disposal
 - d. Dead Animal Carcasses
 - e. Fallen Trees
 - f. Hazardous Stumps
 - g. Fill Dirt
 - h. Sand Screening
 - i. Freon Removal
2. The CONTRACTOR shall offer the following additional services to the CITY at no additional cost, as defined in Section VII.B.6.:
 - a. Training and Assistance
 - b. Preliminary Ground level Damage Assessment
 - c. Preliminary Aerial level Damage Assessment
 - d. Mobilization and Demobilization
 - e. Mobile Command Unit
 - f. Temporary Storage of Documents
 - g. Debris Planning Efforts
 - h. Closure and Remediation of DMS
 - i. Reporting and Documentation

E. CONTRACTOR'S Guaranteed Response Time

1. A knowledgeable and responsible representative for the CONTRACTOR shall be physically on site and ready to report to the Contract Administrator (CA), as defined in Section I.D., or authorized designee within twenty-four (24) hours after receiving a written NTP from the CITY.
2. The CONTRACTOR shall have available for CITY use (In Compliance with Section VII.B.6.c) a helicopter with pilot within two (2) hours of notification that a disaster may have occurred in the CITY. CONTRACTOR shall be responsible for meeting this time table whether or not a NTP has been issued.
3. The CONTRACTOR'S representative shall have the authority to implement all those actions required to begin the execution of the NTP, including but not limited to the following:
 - a. The CONTRACTOR, within three (3) days of receipt of the NTP, shall provide in writing to the CITY multiple, estimated Minimum Level of Service Commitments and/or Plan(s) of Action that shall be included as Exhibit A, attached hereto and incorporated herein.
 - b. The estimated commitments and action plans shall include but are not limited to the following:
 - Mobilization schedules
 - Eligible Debris estimates
 - Number of calendar days allowable for completion of services
 - Resource, equipment and personnel designations and requirements
 - Operational plans for debris removal in the designated Work Zones

- DMS Layout(s) and Operational plans
 - Method used to record Eligible Debris tonnages/cubic yards
 - Minimum processing/reduction rates at the DMS
- c. The multiple commitments shall be commensurate with the required minimum level of service for the varying degrees of severity of the disaster event.
 - d. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the CITY, and the decision shall be based on the actual severity and impact of the disaster event.
4. Once level of service commitments and action plans are approved, the CITY shall issue to the CONTRACTOR a written Task Order to designate specific scope(s) of work, work locations and maximum allowable time period for completion of designated work.

F. Debris Classifications

1. Eligible Debris: Debris that is produced or generated by declared, natural or manmade disasters, is placed at streetside by residents and/or commercial establishments or cleared from rights-of-way located within the City of Pompano Beach and falls under six (6) possible classifications: 1) woody vegetative and yard debris, 2) C & D, 3) white goods, 4) recyclables, 5) hazardous and/or toxic waste, and 6) any other disaster-generated debris, such as bulky household waste/garbage, that FEMA deems is Eligible Debris. These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris, may be recyclable also.
 - a. Woody Vegetative and Yard Debris: Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes and shrubs.
 - b. Construction and Demolition Debris (C & D): Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.
 - c. White Goods: Includes but is not limited to household appliances, such as ranges, washers, water heaters and other domestic or commercial-size appliances.
 - d. Bulky Household Waste/Garbage: Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.
 - e. Recyclables: Includes but is not limited to materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil and tires. These materials shall be transported to a recycling facility, a broker or an end user.
 - f. Hazardous and/or Toxic Waste: Includes but is not limited to debris, such as petroleum products, paint products, gas containers, electrical transformers and known or suspected hazardous materials, such as asbestos, lead-based paint, or other chemicals or toxic matter.
2. Ash: Ash is the residue produced by incineration of the burnable, Eligible Debris.
3. Ineligible Debris. Debris-not generated by the declared, natural or manmade disaster and thus, outside the scope of this Contract.

G. Conduct of Operations

1. The CONTRACTOR shall provide all labor, personnel, tools, equipment, transportation, supervision and all other services and/or facilities (including temporary power generation, communication equipment and base camps/housing for CONTRACTOR'S staff) necessary to accomplish the Statement of Work and Scope(s) of Service as described herein.
2. The CONTRACTOR shall provide Disaster Debris Recovery Services in a good, workmanlike manner demonstrating the level of expertise of the profession.
3. The CONTRACTOR shall comply with all federal, state and local safety and health requirements.
4. The CONTRACTOR shall guarantee that the CONTRACTOR and/or subcontractors contracted to perform Disaster Recovery Services are not currently on (or pending investigation) the FEMA List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
5. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and CITY governments or agencies, or of any public utilities.
6. The CONTRACTOR'S employees or subcontractors shall not exhibit any pattern of repeated discourteous behavior or behavior that is or could be interpreted as sexual harassment, or harassment of any kind to the public, city staff or other contractors.
7. The CONTRACTOR shall conduct operations in such a manner as to minimize damage to existing City and private property and improvements and to the public and private infrastructure.
8. The CONTRACTOR shall be responsible for property damage and personal injury to the extent caused by its negligent acts or omissions or willful misconduct, during the course of performance under this Contract. Such damage or injury must be properly substantiated, documented and reported to the CA or an authorized designee.
9. The CONTRACTOR shall not make any attempt to charge any resident, business or institution for work performed under this Contract nor shall the CONTRACTOR or anyone employed or subcontracted by the CONTRACTOR accept any additional monies from any resident, business or institution for work performed under this Contract.
10. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Work Zone during the period of this Contract.
11. Under no circumstances shall the CONTRACTOR mix Eligible Debris hauled for the CITY under this Contract with Eligible Debris hauled for other Counties or Municipalities.

H. Work Hours

1. The CONTRACTOR shall conduct those debris removal and reduction operations generating noise levels above that normally associated with routine traffic flow from dawn until dusk, unless otherwise directed by the CA.
2. Work may be performed seven (7) days per week, including holidays and as approved by CITY.
3. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the CITY and the CONTRACTOR.

V. DISASTER DEBRIS REMOVAL, HAULING, DISPOSAL AND RECYCLING

A. Scope of Service

1. The CONTRACTOR shall assist the CA, or authorized designee, in determining Work Zones within the City of Pompano Beach in order to facilitate crew tasking and to provide coordination with the CITY Work Zone Supervisor, as defined in Section I.BB., property owners and the public relative to the timing of passes.
2. The CONTRACTOR shall provide debris removal services from the Work Zone(s) designated on Exhibit C, to be created within seven calendar days of execution of the contract, attached hereto and incorporated herein, which shows the Work Zone List, including Descriptions and Maps.
3. The CONTRACTOR, with approval from the CA, shall establish and schedule collection routes and shall be responsible for coordinating deliveries with the designated DMS staff, disposal facilities staff and recycling facilities staff.
4. The CONTRACTOR shall collect the Eligible Debris from public and/or private ROW within the City of Pompano Beach and transport it to the DMS approved by the CA.
5. The collection, hauling or disposal of Ineligible Debris, as defined in Section IV.F.3. is not within the scope of this Contract.
6. If, however, the Ineligible Debris poses a threat to the health, welfare or safety of the community-at-large, the CITY may direct the CONTRACTOR, in writing, to handle, haul or dispose of Ineligible Debris. The CITY shall authorize such services and pay the CONTRACTOR for these services performed.
7. The CONTRACTOR is responsible for hauling the Eligible Debris from the DMS to a previously approved landfill that is permitted to accept non-recyclable debris. Recyclable materials shall be hauled to an approved recycling facility, broker or end user for further processing and/or marketing.
8. The CONTRACTOR shall make at least two (2) passes, as defined by Section V.F., through the designated Work Zones, or more, as required by the CA.
9. The CONTRACTOR shall not move from one designated Work Zone to another Work Zone without prior approval from the CA.
10. Separation or segregation of Eligible Debris at street level shall be performed by the CONTRACTOR as directed by the CA. Debris at the DMS shall be grouped into six (6) categories, as noted in Section IV.A.b. All materials in these categories shall be collected, including hazardous and toxic waste.
11. The CONTRACTOR shall keep Eligible Debris sorted at street level and shall haul segregated debris so debris categories are not combined or mixed together while being transported.
12. All work performed by the CONTRACTOR shall be done in conformity with all applicable federal, state and local requirements, regulations, and ordinances governing personnel, equipment and work place safety.
13. The CONTRACTOR shall operate in accordance with all Florida Department of Transportation standards including all pertinent traffic control techniques and procedures, as well as transportation of debris over roadways.
14. The CONTRACTOR shall be responsible for the control of pedestrian and vehicular traffic in the Work Zone. The CONTRACTOR'S traffic control personnel and equipment shall be in addition to the personnel and equipment necessary to perform all other work described in this Scope of Service.

15. The CONTRACTOR shall operate all trucks, trailers and all other equipment in compliance with all applicable federal, state and local rules and regulations.
16. All trucks/equipment shall be permanently numbered and shall be inspected by the CA, or an authorized designee, prior to their use by the CONTRACTOR. All equipment shall be in good working condition. The CITY reserves the right to deny the use of equipment not deemed to be in good working order.
17. The CONTRACTOR shall provide a serialized, four-part or electronic Load Ticket, as defined in Section V.I. The Load Ticket shall be initiated at the loading site in the Work Zone by the CITY'S Work Zone Monitor, as defined in Section I.AA. The final disposition Load Ticket shall be initiated at the DMS by the CITY'S DMS Tower Inspector, as defined in Section I.U.
18. The equipment staging area(s) for the CONTRACTOR'S use shall be established in cooperation with the CA, and it is the CONTRACTOR'S responsibility at the equipment staging area(s) to monitor fueling and equipment repairs to prevent and mitigate spills, including but not limited to, petroleum products, hydraulic fluids and synthetic oils or lubricants. No major equipment repairs are to be performed at the staging area.
19. The CONTRACTOR shall also set up plastic liners, when necessary, under stationary equipment such as generators and mobile lighting equipment. If a spill occurs, it shall be the responsibility of the CONTRACTOR to notify the CA and to clean up the spill immediately at the CONTRACTOR'S own cost.
20. The CONTRACTOR shall provide the CA with daily reports and electronic spreadsheets that disclose the cubic yards/tonnage removed from the assigned Work Zone for the current day, as well as cumulative totals and other reports or information the CITY deems necessary, including reports described in Section IV.A.e., to detail the progress of debris removal, disposal and recycling.
21. The CONTRACTOR'S supervisory personnel shall communicate with the CA daily to determine progress of debris removal work, including but not limited to the locations of CONTRACTOR crews, status of clean up efforts in assigned Work Zones and any property damages arising out of or relating to the work performed by the CONTRACTOR.
22. The CONTRACTOR shall comply with all applicable FEMA guidelines when performing disaster debris recovery services.
23. The CITY reserves the right to inspect the Work Zone(s), verify quantities of debris and review operations and equipment at any time.
24. The CITY may initiate additions, deletions or other modifications to the Scope of Service by written change order.

B. Performance Schedule

1. The CONTRACTOR shall commence mobilization under this Contract only upon receiving a written NTP from the CITY.
2. In conjunction with the NTP, the CITY shall issue a written Task Order which shall designate the Work Zone and the maximum allowable time to complete the scope(s) of service, as mutually agreed by the CITY and the CONTRACTOR.
3. Upon receipt of the Task Order, the CONTRACTOR shall begin debris removal operations within the authorized Work Zones in accordance with the approved action plans.
4. The CONTRACTOR shall submit daily progress reports the CA, indicating the status of current operations, projection reports for Eligible Debris removal within the

designated Work Zone and any other reports that may be required by the CA as defined in Section VII.C.

C. Certification of Load Carrying Capacity

1. Prior to commencing debris removal operations, the CONTRACTOR shall present to the CA, or authorized representative, all trucks, trailers and other equipment that will be used for transporting debris for the purposes of determining hauling capacity in cubic yards.
 - a. The measured volume of each piece of equipment shall be calculated from the actual physical, inside measurement performed by the CONTRACTOR and an authorized representative of the CITY. Maximum volumes may be rounded up to the nearest cubic yard, if the incremental measurement is 0.5 cubic yards or more. If less than 0.5 cubic yards, the maximum volume will be rounded down to the nearest cubic yard.
 - b. Truck measurements and volume capacity, including any volume adjustments, deductions or comments, shall be dated and recorded on the Truck and Trailer Volume Measurement form(s).
 - c. The CONTRACTOR and CITY representative shall sign and date the Truck and Trailer Measurement form certifying the actual physical, inside dimension measurement and volume capacity of each piece of equipment presented.
 - d. The purpose of this measurement shall be for daily production reporting purposes, when actual weight measurements are not possible.
2. The CONTRACTOR shall submit to the CITY within 30 days of execution of the NTP, a Vehicle and Equipment List, which will be attached hereto and incorporated herein as Exhibit D, that indicates the name of the CONTRACTOR, the name of the subcontractor, if any, type of vehicle and/or equipment, make and model, license plate number, CONTRACTOR'S assigned vehicle/ equipment number, tare weights, measured maximum volume in cubic yards and any other information required by the CA for the purpose of monitoring and inspecting performance.
3. The name of the CONTRACTOR, the hauling capacity, in cubic yards, as well as the assigned identification number, shall be recorded and marked on each vehicle and/or trailer with permanent markings. In addition, each CONTRACTOR truck shall prominently display a sign stating that it is a "City of Pompano Beach Storm Debris Removal" vehicle.

D. Equipment

1. All loading equipment shall be operated from the ROW using buckets, boom and grapple devices and/or hydraulic or mechanical lift systems to collect and load debris. The CONTRACTOR, without exception, shall not be permitted to hand load trucks/trailers unless prior, written authorization is given by the CITY. No equipment shall be allowed behind the curb or outside of the defined roadway/shoulder unless directed by the CITY.
2. The CONTRACTOR is responsible for determining and complying with applicable requirements for securing loads while in transit. At a minimum, the CONTRACTOR shall assure that all loads are transported without threat of harm to the general public, private property and/or public infrastructure.
3. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be measured and marked for its load capacity, and be equipped with a tarp or load cover and a solid tailgate that will effectively contain

the debris during transport and permit the truck to be filled to capacity (which means the tailgate must be the same height as the sideboards on the truck).

4. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The CA or authorized representative must approve all requests for extensions to the bed, and any such extensions shall not be removed without prior CITY approval.
5. Any adjustments made to the truck configuration, after the truck has been measured and the cubic yard capacity has been recorded, must be reported to the CA immediately. With CITY approval, the truck shall be re-measured, another Truck and Trailer Volume Measurement form must be dated and completed, the truck signage must be changed and field personnel must be notified of the change to the cubic yard capacity.
6. Equipment used under this Contract shall be rubber-tired and sized properly to fit loading conditions. Excessive sized equipment (60 cu.yds. or larger) and non-rubber-tired equipment must be approved by the CA.
7. Trucks/equipment shall be inspected and approved by CA or authorized representative prior to its use by the CONTRACTOR.
8. Trucks or equipment that is designated for use under this Contract shall not be used for any other work during the working hours of this Contract.
9. In anticipation of certain "hot spots," as defined in Section I.I. and the need to quickly respond to certain calls or areas, the CONTRACTOR shall make two "Helping Truck" crews available each day. These trucks can be quickly dispatched to accommodate residents in immediate need. In addition, these trucks will provide a visible form of "advertising" in neighborhoods showing residents that the debris removal process is progressing and their needs are being met.

E. Ownership and Disposal of Debris

1. Upon collection from public and/or private ROW all debris, including the ash residue from the DMS, shall become the property of the CONTRACTOR.
2. The CONTRACTOR shall be responsible for either the lawful disposal or recycling of all debris collected and/or transported, including hazardous and toxic waste.
3. The CONTRACTOR shall use only City-approved disposal sites or recycling facilities unless prior written consent is obtained from the CITY.
4. Any revenue earned for recyclable materials recovered from the Eligible Debris shall be credited to the CITY to be applied against invoices received from the CONTRACTOR.

F. Scheduled Passes

1. The number and schedule of passes, as defined in Section I.O., shall be coordinated by the CA with sufficient time between each subsequent pass to accommodate reasonable preparation time needed by residents and/or City agencies.
2. The CONTRACTOR, as directed by the CA, shall make multiple, scheduled passes of each Work Zone impacted by the disaster, commensurate with the magnitude of the natural or manmade disaster.
3. The CONTRACTOR shall assign work crews and equipment so that the debris removal process will progress in a systematic and predictable manner.
4. At all times, the CONTRACTOR shall know the names and current location of all subcontractors and the location of all equipment under their direct supervision.

5. Residents may be advised of the number and schedule of passes through Public Service Announcements (PSA) initiated by the CITY, and the PSA shall advise residents to separate and place all Eligible Debris at the curbside of the ROW.

G. Traffic Control

1. The CONTRACTOR shall mitigate impact on local traffic whenever possible.
2. The CONTRACTOR shall be responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices.
3. The CONTRACTOR shall provide all flag persons, proper signs, equipment, safety vests and other necessary devices and shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all Work Zones. At a minimum, one flag person shall be posted at each end of each active loading site within the designated Work Zone.

H. Use of Debris Management Site(s)

1. The CONTRACTOR shall use only DMS sites pre-designated by CITY and CONTRACTOR unless otherwise approved by the CA.
2. The DMS Supervisor, as defined in Section I.V., shall direct all dumping and loading operations effectively and efficiently so that the debris removal and disposal process will progress in a systematic and predictable manner.
3. The CONTRACTOR shall be responsible for hauling all Eligible Debris, including but not limited to recyclables, reduced debris, ash residue from the DMS incinerators and any other disaster-generated debris located at the drop-off sites that may be established for the residents by the CITY.
4. The DMS operators shall be responsible for loading all vehicles at the DMS for final disposition of debris, and the CONTRACTOR shall provide vehicles as needed under the direction of the DMS Supervisor to ensure there is no significant accumulation of debris at the DMS.
5. The CITY makes no representations regarding the turn-around time at the DMS; however, the CONTRACTOR shall inform the CA if any problem arises regarding inability of trucks/vehicles to load and/or unload in a timely manner.

I. Load Tickets

1. Serialized, four-part Load Tickets or electronic version, shown within Exhibit B, attached hereto and incorporated herein, shall be used for recording cubic yards/tons of Eligible Debris removed from Work Zones and for recording cubic yards/tons of debris removed from the DMS for final disposition at an approved landfill or recycling facility, shown as Exhibit E, attached hereto and incorporated herein.
2. All tickets shall be distributed in numerical order and the numbering system shall be unique to the City of Pompano Beach. Numbers shall be recorded on a Load Ticket Log, attached hereto and incorporated herein within Exhibit B, by the CA or authorized designee. No Load Tickets shall be unaccounted for. If a Load Ticket is voided for any reason, at least one copy of the ticket must be retained by both the CONTRACTOR and the CITY for accounting purposes.
3. Each Load Ticket shall contain the following information:
 - Preprinted ticket number
 - Assigned vehicle/equipment number
 - VIN number (if, requested)
 - Vehicle/equipment driver's name
 - Contract number

- CONTRACTOR name
 - Date
 - Loading time
 - Dumping time
 - Maximum capacity in cubic yards
 - Load size, either in tons or cubic yards
 - Debris classification
 - Assigned Work Zone
 - Dumpsite location (DMS/final disposition site)
 - Work zone monitor's signature
 - Dumping site supervisor's signature (DMS/final disposition site)
4. The Load Tickets for debris hauling shall be completed upon arrival at the DMS and a new ticket initiated upon the departure of debris hauling trucks at the inspection tower(s) located at the entry/exit point for each DMS, to be completed at the final disposition site.
 5. Initial Load Ticket. The original Load Ticket shall be initiated by the Work Zone Monitor and used to record CONTRACTOR'S load information of Eligible Debris hauled to the DMS for storage and reduction.
 - a. The Work Zone Monitor, or an authorized CITY representative, shall prepare the initial Load Ticket at the designated Work Zone(s), providing all pertinent information, including departure time, and sign the Load Ticket indicating that all info contained on the form is correct.
 - b. The Work Zone Monitor shall give all copies of the initial Load Ticket to the CONTRACTOR'S hauler/driver prior to departure from the Work Zone.
 - c. Upon arrival at the DMS:
 - i. The CONTRACTOR'S hauler/driver shall give all copies of the initial Load Ticket to the CITY DMS Tower Inspector, as defined in Section I.U.
 - ii. The DMS Tower Inspector, or an authorized CITY representative, shall visually inspect each load hauled to the DMS to verify that the contents are in accordance with the definition of Eligible Debris.
 - iii. The DMS Tower Inspector shall note on the Load Ticket the arrival time of the CONTRACTOR'S truck/trailer.
 - iv. The DMS Tower Inspector and an authorized CONTRACTOR representative shall visually verify the load volume (in cubic yards) or weight (in tons, when a scale is available) recorded on the Load Ticket and any other information, including but not limited to the truck number, truck capacity and Work Zone location, as directed by the CITY.
 - v. The DMS Tower Inspector and the CONTRACTOR'S representative shall sign and date the Load Ticket to indicate acceptance of the load and the information recorded on it.
 - vi. The DMS Tower Inspector shall retain one copy of the Load Ticket for the CITY'S records, give one copy to the hauler/driver and give the remaining copies to the CONTRACTOR'S representative for the CONTRACTOR'S records.
 6. Final Disposition Load Ticket. The DMS Tower Inspector shall issue a new Load Ticket for the final disposition of Eligible Debris or recyclables for loads that originate at the DMS.

- a. The DMS Tower Inspector, or authorized representative, shall initiate a Load Ticket for final disposition of disaster debris, residue or recyclables at the DMS.
 - b. The DMS Tower Inspector and the CONTRACTOR'S representative shall sign the Load Ticket indicating that all information provided is accurate.
 - c. The DMS Tower Inspector shall retain one copy of the Load Ticket for the CITY'S records. One copy shall be provided to the CONTRACTOR'S representative in the tower and two copies shall be given to the hauler prior to departure from the DMS.
7. Upon arrival at the Final Disposition Site or recycling facility, the CONTRACTOR'S hauler shall give the two copies to the Disposal/Recycling Site Supervisor.
- a. The Disposal/Recycling Site Supervisor shall visually validate the load volume/weight and note the dump time on the final disposition Load Ticket, retain one copy of the Load Ticket and give the remaining copy to the CONTRACTOR'S hauler.
 - b. The CONTRACTOR shall submit one copy of the Load Ticket and corresponding Disposal/Recycling Site scale ticket to the CITY with the daily disposal report and retain one copy for the CONTRACTOR'S files.
 - c. In addition to the above, when recyclable, Eligible Debris is taken to a recycling facility, broker or end-user, the CONTRACTOR shall include the name and address of the recycling facility, broker or end-user, the amount and type of recyclable materials delivered and the final use or product produced from the recyclable material, if known, in the daily report to the CITY.
8. The CONTRACTOR shall summarize the information from the Load Tickets of the previous day and submit an electronic Load Ticket Spreadsheet, attached hereto and incorporated herein within Exhibit B, to the CITY on daily basis.

J. Measurement

1. Eligible Debris collected and hauled by the CONTRACTOR shall be measured by the cubic yard as predetermined through truck bed measurement, or by the ton as weighed (if a scale is available) when entering the DMS or final disposition site(s).
2. The CITY DMS Tower Inspector, or an authorized representative, shall inspect each load hauled by the CONTRACTOR to verify the load size (whether cubic yards or tons) recorded on the Load Ticket.
3. If the DMS Tower Inspector determines by visual inspection that the load volume (measured in cubic yards), is different than that recorded on the Load Ticket, the load volume shall be adjusted at the DMS by the DMS Tower Inspector and shall be recorded on the Load Ticket as the official documentation for the load size. Load Tickets validated by the DMS Tower Inspector shall document the measurement.
4. If the CITY DMS Tower Inspector and the CONTRACTOR representative disagree on the cubic yard volume of the truck load of Eligible Debris, the DMS Tower Inspector shall take photos of the load, document that the Load Ticket is incomplete and notify the CA that a final determination of the load size in cubic yards is needed. The CA shall review the photos taken and make the final determination of the load size in cubic yards.

VI. DEBRIS MANAGEMENT SITE(S) MANAGEMENT AND OPERATIONS

A. Scope of Service

1. The CONTRACTOR shall assist the CA, or authorized designee, in determining the selection of DMS within the City of Pompano Beach and shall provide DMS management and operational services at the approved DMS. The DMS List, Descriptions and Maps will be completed within thirty (30) days of execution of this contract, designated as Exhibit E, attached hereto and incorporated herein.
2. Upon approval of DMS selections by the CA, the CONTRACTOR shall submit a Site Layout Plan and Operations Plan to the CA for review.
3. At a minimum, the Site Layout Plan and Operations Plan shall address the following:
 - a. A list of DMS, including the site location, physical description of site, acreage available for use and a site map
 - b. Site management, including but not limited to point-of-contact and organizational chart
 - c. Accessibility to site
 - d. Traffic control procedures and on-site traffic patterns to avoid delays in moving debris
 - e. Measures taken to prevent any significant accumulation of debris at DMS. (Debris shall be constantly flowing to incinerators, grinders, and/or chippers, and the residue and materials that are not recyclable shall be hauled to the landfill and recyclables shall be hauled to recycling facilities, brokers or end-users.)
 - f. Site safety
 - g. hazardous and toxic waste materials plan
 - h. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic routes, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as appropriate
 - i. Remediation and restoration
4. The CITY may request that additional DMS be opened, if the need arises, and the CONTRACTOR shall have three (3) days following notification of new DMS to prepare a Site Operations Plan.
5. The CONTRACTOR shall provide all management, supervision, labor, machines, vehicles, tools and equipment necessary to accept, process, reduce and incinerate Eligible Debris and to load CONTRACTOR vehicles hauling debris to the Final Disposition Site or recyclables to the Recycling Facility.
6. The CONTRACTOR shall provide all other services and/or facilities of any nature necessary (including temporary power generation and base camps/housing for CONTRACTOR'S staff) to accomplish the Statement of Work and Scope of Service as described herein.
7. The CONTRACTOR shall manage and supervise the DMS to accept Eligible Debris collected under this Contract and other contracts or agreements approved by the CITY.
8. The CONTRACTOR shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, security and safety measures.
9. The CONTRACTOR shall set up plastic liners under stationary equipment such as generators and mobile lighting plants unless otherwise directed by the CA.
10. The CONTRACTOR shall direct traffic entering and leaving the DMS and shall supervise all dumping and loading operations at the DMS.

11. The CONTRACTOR shall be responsible for the sorting, separating and stockpiling of Eligible Debris at the DMS and shall ensure that the Eligible Debris remains segregated at the DMS.
12. DMS Supervisor shall ensure that all Eligible Debris is deposited in areas designated for that type of debris and, if needed, shall determine the appropriate dumpsite for any mixed loads of debris.
13. The CONTRACTOR shall be responsible for erecting an inspection tower at each DMS for the purpose of allowing CITY personnel to visually inspect and properly document loads arriving at the DMS. The tower shall accommodate four (4) employees, be constructed of materials acceptable to CITY, have a roof to facilitate the observation and quantification of debris hauled to the DMS (even in inclement weather conditions) and be constructed so that the safety of employees is guaranteed.
14. After obtaining prior approval from the CITY, the CONTRACTOR shall utilize tub grinders, chippers, shredders, air curtain incinerators and any other equipment necessary to reduce the volume of Eligible Debris.
15. Before white goods received at the DMS that contain Freon are hauled to the Final Disposition Site, the CONTRACTOR shall remove and dispose/recycle all the Freon in accordance with applicable regulatory requirements. The CONTRACTOR shall be responsible for and shall provide all manpower and equipment necessary to load CONTRACTOR'S vehicles at the DMS for final disposition of reduced debris and/or recyclable materials.
16. The CONTRACTOR shall establish lined temporary storage areas for ash, any hazardous and toxic waste, fuels and other materials that may contaminate soils, runoff or groundwater at the DMS.
17. The CONTRACTOR shall be responsible for the removal of hazardous and toxic waste from the DMS, including loading of hazardous and toxic waste at the site and properly disposing of the hazardous and toxic waste.
18. Upon completion of the debris reduction process, the CONTRACTOR shall clear the DMS of all debris, including hazardous and toxic waste, and restore the site to its previous condition and use to the satisfaction of the CA. Restoration will take place within thirty (30) days after the conclusion of the CONTRACTOR'S activities.
19. The CONTRACTOR shall comply with local, state and federal safety and health requirements.

B. Performance Schedule

1. The CONTRACTOR shall commence work under this Contract only upon receiving a written NTP from the CITY and shall continue until the CITY determines the work is complete.
2. In conjunction with the NTP, the CITY shall issue a written Task Order which shall designate the DMS and the maximum allowable time to complete the scope of service, as mutually agreed by the CITY and the CONTRACTOR upon the assessment of the amount of debris produced.
3. The CONTRACTOR is required to process and reduce Eligible Debris at a specified hourly processing rate. The required minimum reduction/disposal rate shall be achieved no later than the third calendar day after receipt of a written Task Order. This minimum production rate shall be increased in the event the CITY exercises the option for additional reduction capacity, either by supplying additional equipment or opening another DMS. This rate shall be determined, in part, by the severity of the

disaster and the amount of debris produced and shall be equitably negotiated by the CITY and the CONTRACTOR.

4. All site remediation work, including site restoration prior to close-out, shall be completed within thirty (30) calendar days after receiving written notice from the CA that the last load of debris has been delivered, unless the CITY initiates additions or deletions to the Contract by written change order(s). Subsequent changes in completion time shall be equitably negotiated by both parties pursuant to applicable state and federal law.

C. DMS Considerations

1. The CONTRACTOR shall perform all testing of soil and groundwater at the site(s) pre-selected for use as DMS at the time when site preparation begins. The test results shall serve as a baseline for soil and groundwater conditions at the DMS. Certified copies of the test results shall be provided to the CA before site operations begin.
2. The CONTRACTOR shall also conduct continuous groundwater sampling once operations commence, including samples taken from hazardous and toxic waste, ash and fuel storage areas.
3. The CONTRACTOR shall perform soil and groundwater testing during the closure of the DMS which shall serve as a comparison to the baseline testing to determine whether soil or groundwater contamination has occurred.
4. The CONTRACTOR shall be responsible for preparing the DMS to accept the debris, including but not limited to:
 - a. Clearing, erosion control, grading, construction and maintenance of haul roads and entrances
 - b. Providing utility clearances and sanitation facilities, if needed
 - c. Protecting existing structures at the sites
 - d. Repairing any damage caused by DMS operations at no additional cost to the CITY
5. The CONTRACTOR shall be responsible for installing site security measures and maintaining security for site operations at the DMS.
6. The CONTRACTOR shall manage the site to minimize the risk of fire, including but not limited to locating fire extinguishers throughout each DMS as required by OSHA regulations and employing personnel trained in incipient fire suppression operations and safety procedures, such as operation of fire extinguishers and water trucks.
7. The CONTRACTOR shall be responsible for the storage, removal and containment of ash from all burning operations. At the end of each burning cycle, the ash residue from the air curtain incinerator shall be removed from the burning area and placed in a pre-identified ash disposal area. The containment area shall be "wetted down" periodically to prevent particles from becoming airborne.
8. The CONTRACTOR shall erect an inspection tower with a roof to facilitate observation and quantification of debris hauled to DMS. Tower construction method and material shall be approved by CITY prior to construction.
9. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the DMS.
10. The CONTRACTOR shall provide all flag persons, proper signs, equipment and other devices necessary to meet federal, state and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this Contract. At a minimum, one flag person shall be

posted at each entrance to direct traffic to the site unless otherwise approved by CITY.

D. DMS Closure Requirements

1. The CONTRACTOR shall be responsible for the closure of the DMS within thirty (30) calendar days of receiving the last load of disaster-generated debris.
2. The site closure shall include removal of equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), final groundwater and soil testing, grading the site and restoring the site to pre-work conditions.
3. The site shall be restored in accordance with all federal, state and local requirements.
4. The CONTRACTOR shall receive approval from the CA as to the final acceptance of a site closure.

E. Equipment

1. The CONTRACTOR shall provide all equipment necessary to prepare the site, accept Eligible Debris, stockpile the debris, feed the chippers, grinders and air curtain incinerator(s), remove ash from the incinerator(s), load all ash residue for disposal load all DMS debris and any other necessary equipment for final disposition.
2. Prior to the commencement of Eligible Debris storage and reduction operations at the DMS, the CONTRACTOR shall submit to the CITY a Vehicle and Equipment List, attached hereto and incorporated herein as Exhibit D, that indicates the name of the CONTRACTOR, the name of the subcontractor, if any, type of vehicle and/or equipment to be used for debris handling, sorting, processing, incinerating and loading, including manufacturer's name, model and horsepower (including all air curtain incinerators), license plate number and any other information required by the CA for the purpose of monitoring and inspecting performance.
3. All equipment must be in compliance with applicable federal, state and local rules and regulations.
4. All equipment and operator qualifications shall meet the requirements of federal, state and local safety and health requirements.
5. Equipment which is designated for use under this Contract shall not be used for any other work during the working hours of this Contract.
6. Reduction of Eligible Debris may be accomplished by chipping and grinding, provided the processing rate defined in Section VI.B.2. can be maintained. (Section VI.F. specifies requirements for chipping and grinding procedures.)
7. If approved by the CITY, the reduction of burnable Eligible Debris shall be accomplished by portable air curtain incinerators, pursuant to Section VI.F incinerators herein.

F. Chipping and Grinding

1. The CONTRACTOR shall use chipping/grinding as a method of woody debris reduction. Because the volume reduction achieved by chipping/grinding may not be as great as the volume reduction achieved by incineration, incineration is the preferred method for debris reduction.
2. The average chip size produced shall be dependent on the needs of the end user, but typically should not exceed 4 inches in length and ½ inch in diameter.
3. Contaminants are all materials other than wood products. Contaminants must be held to 10% or less for the chips or mulch to be acceptable. Plastics shall be eliminated completely. To help eliminate contaminants, root rake loaders should be

used to feed or crowd material to the chipper/grinder. Bucket loaders are not to be used. The use of manual laborers shall be utilized to pull out contaminants prior to feeding the chipper/grinders. Shaker screens shall be used when processing stumps with root balls or when large amounts of soil are present in the vegetative, woody debris.

4. Chips/mulch should be stored in piles no higher than 15 feet and shall meet all federal, state and local laws.

G. Portable Air Curtain Incinerators

1. There shall be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles and a minimum distance of 1,000 feet between the portable incinerator and the nearest building.
2. The CONTRACTOR must ensure that the public and workers are kept a safe distance from the incinerator.
3. The burn shall be extinguished at least two (2) hours before removal of the ash.
4. No hazardous or contained-ignitable material is to be dumped into the incinerator.
5. The CONTRACTOR shall ensure that the public and employees are protected from the burn operation by the use of signs, fences and other protective measures.
6. Emissions shall meet state and federal standards for burning operations.
7. The CONTRACTOR shall be responsible for dust control while handling ash materials.
8. Water trucks shall be provided by the CONTRACTOR and stationed at each DMS and shall be used to reduce the threat of fire from all types of debris, to dampen areas, including temporary roadways, to suppress dust from vehicles/equipment entering and leaving the DMS and to aid in suppressing fires.

H. Hazardous And/Or Toxic Waste (hazardous and toxic waste) Issues

1. The CONTRACTOR shall be required to construct a containment area at the DMS for hazardous and toxic waste that has been received at the DMS. This containment area shall consist of an earthen berm with a non-permeable soil liner. The hazardous and toxic waste containment area must be covered at all times with a non-permeable cover.
2. The CONTRACTOR shall immediately report the presence of any hazardous and toxic waste at the DMS to the CA, or authorized designee. Hazardous and toxic waste shall be segregated from the remaining debris using a method that will allow the remaining non-hazardous and toxic waste debris to be processed. All hazardous and toxic waste debris shall be moved and placed in the designated hazardous and toxic waste containment area.
3. The CONTRACTOR shall abate all hazardous and toxic waste in accordance with all applicable federal, state and local laws, standards and regulations to include but not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199.
4. Hazardous and toxic waste abatement shall be accomplished in accordance with the CONTRACTOR'S *hazardous and toxic waste Debris Management Plan* and *Environmental Protection Plan*, which shall become part of this Contract. The plan includes but is not limited to:
 - a. Establishing and implementing proper handling procedures for hazardous and toxic waste, including household hazardous waste, which after a disaster may become concentrated and no longer be considered *de minimus*.

- b. Segregation and removal of hazardous and toxic waste from the debris stream prior to the recovery of other debris and sorting and additional recovery of hazardous and toxic waste within each DMS.
- 5. All recovered hazardous and toxic waste shall be removed to a proper disposal site or temporarily stored in the hazardous and toxic waste disposal areas constructed within each DMS.
- 6. Hazardous and toxic waste shall be collected and removed from the DMS by the CONTRACTOR'S Hazardous and/or Toxic Waste Recovery and Disposal personnel.

I. CONTRACTOR hazardous and toxic waste Spills

- 1. The CONTRACTOR shall be responsible for reporting hazardous and toxic waste spills to the CA and cleaning up all hazardous and toxic waste spills caused by the CONTRACTOR'S operations at no additional cost to the CITY.
- 2. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state and local laws and regulations.
- 3. Spills, at the DMS or off site, that meet the federal reporting requirements must be reported on the Standard Spill Report to the National Response Center (as defined in Section I.M.) and to the CA immediately following discovery.
- 4. A written follow-up report shall be submitted to the CA not later than seven (7) days after the initial oral report. The written spill report shall be in narrative form and at a minimum shall include the following:
 - a. Description of material spilled (including identity, quantity, manifest number)
 - b. Determination as to whether or not the amount spilled is EPA/State reportable
 - c. Exact time and location of spill, including description of the area involved
 - d. When and to whom it was reported
 - e. Affected stream or waters
 - f. Cause of incident
 - g. Equipment and personnel involved
 - h. Injuries or property damage
 - i. Duration of discharge
 - j. Containment procedures initiated
 - k. Summary of all communications the CONTRACTOR has had with press, agencies, or Government officials other than CA
 - l. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue

J. Load Ticket

See Section V.I. herein.

K. Measurement

See Section V.J. herein.

VII. ADDITIONAL ASSISTANCE

A. Technical Disaster Recovery Assistance

- 1. Grant Administration
 - a. The CITY'S appointed Grant Coordinator (as defined in Section I.G.), or an authorized designee, shall manage and direct grant project application(s), documentation and the reimbursement/close-out process.

- b. The Grant Coordinator, or an authorized representative, shall be the contact person for the CONTRACTOR in matters regarding FEMA public assistance grants and shall act as liaison between FEMA and the CITY.
 - c. The Grant Coordinator, or an authorized representative, shall issue a written NTP to the CONTRACTOR for Technical Services to be provided during the term of this Contract. No level of technical assistance work shall commence until a written NTP is received by the CONTRACTOR from the Grant Coordinator.
 2. FEMA Training Sessions
 - a. The CONTRACTOR shall conduct annual orientation and training sessions for CITY key personnel in areas, including but not limited to, Request(s) for Public Assistance and preparation of grant project application(s), criteria for eligible work and eligible costs and FEMA requirements for quality and quantity of required documentation to support requests for reimbursement.
 - b. The CONTRACTOR shall conduct the training sessions for CITY personnel in all categories of emergency work (Categories A – G, as defined in FEMA 322), including but not limited to the following:
 - i. One day training session for specific administrative personnel
 - ii. One day training session for operational representatives
 3. Preliminary Damage Assessment (PDA)
 - a. Upon request from the CITY before a formal NTP is issued by the CITY to the CONTRACTOR, the CONTRACTOR shall provide a qualified, authorized representative to accompany the federal, state and/or local preliminary damage assessment team responsible for determining the impact and magnitude of the disaster event before federal assistance is requested.
 - b. The CONTRACTOR shall assist CITY personnel in identifying damaged facilities, quantifying types of damaged areas, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the estimated, physical and financial impact of the disaster.
 4. The CONTRACTOR shall assist CITY personnel in developing a plan of action for the formulation of the Project Worksheet, developing and documenting a proper Scope of Work and estimating costs necessary to repair the damage and/or replace facilities for all categories of emergency work (Categories A – G, as defined in FEMA 322).
 - a. The CONTRACTOR shall provide a qualified, authorized representative to accompany the federal, state and CITY inspection team(s) responsible for identifying the damaged site(s).
 - b. The CONTRACTOR shall assist CITY personnel in the identification of work eligible for disaster assistance by FEMA and the preparation of a quantitative estimate of the work necessary to complete repairs.
 5. Documentation Support
 - a. The CONTRACTOR shall assist CITY personnel in the preparation and completion of any and all forms and/or documentation necessary to support the reimbursement claims made to state or federal agencies, including but not limited to FEMA.
 - b. Documentation shall include but is not limited to Project Applications, Project Worksheets, Requests for Public Assistance and all other disaster-generated documentation needed for the payment of claims, such as records tracking

administrative allowances, donated resources and labor timesheets and repair expenses.

- c. The CONTRACTOR shall assist CITY personnel in the review of documentation for accuracy, quality and completeness before submitting for payment of claims.
 - d. The CONTRACTOR shall assist CITY personnel in the preparation and submittal of any and all necessary cost substantiation requests, replies to any and all agency inquiries and/or appeals to any and all agency denials.
6. Consultation and Negotiation Services
- a. The CONTRACTOR shall provide guidance to CITY personnel on issues involving federal and state reimbursement of disaster-generated expenses.
 - b. The CONTRACTOR shall assist CITY personnel in negotiations with federal and state officials.
 - c. The CONTRACTOR shall assist CITY with the exploration of alternative funding options through other federal or state programs, including but not limited to the Environmental Protection Agency and the US Department of Agriculture.

B. Additional Services/Compensation

1. If, upon written agreement by the CITY and the CONTRACTOR, the CONTRACTOR shall perform additional services beyond the Scope(s) of Service in this Contract, and if such additional services are not required as a result of error, omission or negligence of the CONTRACTOR, then, in such an event, the CONTRACTOR shall be entitled to additional compensation.
2. The additional compensation shall be computed, using the attached Pricing Schedule(s), by the CONTRACTOR on a revised Minimum Level of Service Commitment(s) and/or Plan(s) of Action proposal(s) and submitted to the CA, or an authorized representative, for review and approval by the CITY. The cost and timeframe for the completion of services shall be agreed upon before commencement of any additional services by the CONTRACTOR. The Minimum Level of Service Commitment(s) and/or Plan(s) of Action shall be incorporated into this Contract by a written Amendment.
3. Upon acceptance of the Minimum Level of Service Commitment(s) and/or Plan(s) of Action, the CITY shall issue a Task Order to the CONTRACTOR, and the Scope of Work shall be performed by the CONTRACTOR according to the approved terms.
4. Any additional service or work performed before a written Amendment to this Contract shall not be compensated by the CITY.
5. Additional Services that may be requested by the CITY include but are not limited to the following:
 - a. Private Property Demolition and Debris Removal—The CONTRACTOR shall operate beyond the public ROW only as identified and directed by the CITY. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include but is not limited to the demolition of structures and the removal and relocation of the debris to the public ROW.
 - b. Marine Debris Removal—The CONTRACTOR shall clear canals and waterways of marine debris only as identified and directed by the CITY.
 - c. Hazardous and toxic waste Disposal—The CONTRACTOR shall collect, transport and dispose of hazardous and toxic waste in accordance with all applicable federal, state and local laws, standards and regulations as directed by the CITY. The coordination for hazardous and toxic waste removal and disposal

- at a lawfully permitted disposal facility shall be the responsibility of the CONTRACTOR.
- d. Dead Animal Carcasses—As identified and directed by the CITY, the CONTRACTOR shall collect and haul dead animal carcasses, including but not limited to dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the DMS and/or Final Disposition Site at an approved landfill.
 - e. Fallen Trees—Any Eligible Debris, such as fallen trees, which extends onto the ROW from private property, shall be cut by the CONTRACTOR at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed by the CONTRACTOR.
 - f. Hazardous Stumps—Any Eligible Debris, such as hazardous stumps, that poses a threat to life, public health and/or safety shall be identified by the CONTRACTOR and reported to the Work Zone Monitor. The CONTRACTOR shall remove all stumps that are determined to be hazardous to public access and as directed by the CITY. The CITY reserves the right to process stumps based on a per unit or on a yardage basis. Stumps converted to yardage will be based on FEMA May 15, 2007 publication DAP9523.11 stump conversion table and paid at the per yard regular vegetation rate. Stumps shall be hauled to the DMS where they shall be processed in accordance with all applicable Federal, State and local laws, standards and regulations
 - g. Fill Dirt—As identified and directed by the CITY, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.
 - h. Sand Screening—The CONTRACTOR shall screen all sand to remove Eligible Debris deposited as a result of a natural or manmade disaster. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach. Eligible Debris removed from the sand shall be collected, hauled and processed at the DMS.
 - i. White Goods—The CONTRACTOR shall recycle all eligible white goods as defined in Section IV.1.c. in accordance with all federal, state and local rules, regulations and laws. There is no additional payment for the handling of white goods. The cost is included in the cubic yard price for debris removal.
 - j. Freon Recovery. Any white goods that may contain Freon, such as refrigerators, freezers or air conditioners, shall have the Freon removed by the CONTRACTOR at the DMS or final disposition site in accordance with all federal, state and local rules, regulations and laws.
6. The CONTRACTOR shall offer the following additional services to the CITY at no cost:
- a. Assistance and Training—as defined in Section VII.A.
 - b. Preliminary Ground level Damage Assessment—Upon request from the CITY before a written Task Order is issued, the CONTRACTOR shall provide a qualified, authorized representative to accompany the federal, state and/or local Preliminary Damage Assessment team responsible for determining the ground level impact and magnitude of the disaster event before federal assistance is requested. In addition, the CONTRACTOR shall assist CITY personnel in

identifying damaged locations and facilities, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the physical and financial impact of the disaster.

- c. Preliminary Aerial Damage Assessment – Upon request from CITY, and before a written task order is issued, the Contractor will provide a qualified, authorized representative, along with the pre-arranged use of a helicopter (including a pilot) for an aerial determination of the impact and magnitude of the disaster event before federal assistance is requested. This service shall also be available for the first thirty (30) days following an event, and shall be provided at no cost to the CITY. The CITY shall support FEMA reimbursement for the aircraft should funding for the service be available, but FEMA funds collected shall be payment in full with no payment due from the City for the service. In addition, the CONTRACTOR shall assist CITY personnel in identifying damaged locations and facilities, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the physical and financial impact of the disaster.
- d. Mobilization and Demobilization—All arrangements necessary to mobilize and demobilize the CONTRACTOR’S labor force and equipment needed to perform the Scope of Service contained herein shall be made by the CONTRACTOR.
- e. Mobile Command Unit—Use of the mobile command unit for CITY debris recovery management personnel to serve as a field operations command center.
- f. Temporary Storage of Documents—Storage of daily or disaster-related documents and reports for protection during the disaster event.
- g. Debris Planning Efforts—The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the CITY. These planning efforts shall include but not be limited to development of a debris management plan, identification of adequate debris management sites, estimation of debris quantities, and emergency action plans for debris clearance immediately following event.
- h. Closure and Remediation of the DMS—The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the DMS at an approved, final disposition site. Ash piles shall be tested using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of in a Class I landfill if contamination is not found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the CONTRACTOR shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The CONTRACTOR is responsible for the reclamation and remediation of the DMS site to its original state.
- i. Reporting—The CONTRACTOR shall provide and submit to the CITY all reports and documents as may be necessary to adequately document the Debris Recovery Services.

C. Reporting

1. Commencing with the issuance of a Task Order, the CONTRACTOR shall submit a daily report to the CA that fully and completely describes the CONTRACTOR’S operations conducted that day.
2. The daily report shall contain, at a minimum, the following information:

- a. Contractor's Name
 - b. Contract Number
 - c. Date of work performed
 - d. Subcontractor's Name(s)
 - e. Work Zone Crew (total number of personnel and vehicle/equipment in operation that day)
 - f. Employee daily time tickets, for hourly rates if needed
 - g. Location of Work Zone
 - h. Location of DMS
 - i. Daily and cumulative totals of debris collected
 - j. Daily and cumulative totals of debris processed, to include method(s) of processing, by debris category
 - k. Daily estimate of hazardous and toxic waste segregated, and cumulative amount of hazardous and toxic waste placed in the designated holding area
 - l. Copies of Load Tickets for day
 - m. Copies of Damage Reports and Resolutions
 - n. Any inspections conducted by federal, state or local government agencies
 - o. Any damages to private property caused by CONTRACTOR operations
 - p. Any problems encountered or anticipated
3. The CONTRACTOR shall submit daily projection reports, which shall outline an action plan indicating estimates of Eligible Debris collection/transportation and debris reduction with a one-, two- and seven-day forecast.
 4. At completion of work performed under this Contract, the CONTRACTOR shall prepare and submit a detailed description of all Eligible Debris collection and transportation activities conducted, including but not limited to, total volume/tonnage of debris collected and hauled; a detailed description of all debris reduction activities conducted, including but not limited to, total volume/tonnage of debris received and loaded for final disposition, by category; the total cost of the project; any lessons that may have been learned for improving operations in the future; and any other additional information or recommendations as may be necessary to adequately document the conduct of debris management operations.

VIII. INVOICING

- A. The CONTRACTOR shall invoice the CITY on a monthly basis commencing with the first day of the month following the first full month of service(s) for work satisfactorily completed.
- B. The invoice submitted by the CONTRACTOR to the CITY shall be an original invoice and not a faxed copy or carbon copy.
- C. The invoice shall be sent to:
 - City of Pompano Beach
 - Attention: Public Works Director
 - P.O. Drawer 1300
 - Pompano Beach, FL 33061
- D. The CONTRACTOR (on the first of each month) shall be entitled to invoice for 90% of the line items after work is completed on a monthly basis.
- E. The invoice shall be completed and signed by the CONTRACTOR.

- F. The invoice shall describe the work performed during the invoice period and be supported by such data as the CITY may reasonably require to include but not limited to the following:
 - 1. Each invoice shall contain verification of each cubic yardage/tonnage collected and hauled by the CONTRACTOR by attaching a copy of each Load Ticket.
 - 2. Each invoice shall also contain a summary sheet indicating, daily totals of verified load receipts and invoice amounts.
- G. The CITY may temporarily remove any disputed amount, by line item, from the invoice for review.
- H. The CONTRACTOR shall be notified of the disputed charge within ten (10) working days of the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.
- I. The CONTRACTOR shall provide clarification and a satisfactory explanation of charges to the CITY prior to payment of those charges.
- J. Payment for verified and authorized work completed shall be made to the CONTRACTOR within 45 days after the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.
- K. Upon receipt of the CONTRACTOR'S invoice and written approval of same by the CITY'S authorized representative, the CITY shall pay the CONTRACTOR through payment issued by the Clerk of the Court pursuant to the Florida Prompt Payment Act.
- L. The CONTRACTOR will be subject to audit by federal, state, and local agencies upon request by said parties.
- M. Payment to the CONTRACTOR for services outlined in this Contract shall not be contingent on funding from one source.

IX. PAYMENT

- A. The CONTRACTOR shall be compensated for the removal, hauling, disposal and processing (separation, chipping grinding and incineration) of only Eligible Debris.
- B. If any load is determined to contain material other than Eligible Debris, the load will not be accepted, and the CONTRACTOR will not be paid for removing, hauling, disposing or processing that load.
- C. The CITY may direct the CONTRACTOR to handle Ineligible Debris if that debris poses a threat to the health, welfare or safety of the community-at-large. If such services are required, the CITY shall give prior written authorization for the handling of this debris and the CITY shall pay the CONTRACTOR for these services performed.
- D. Payment for work completed by the CONTRACTOR shall be invoiced on a monthly basis, commencing with the first day of the month following the first full month of service. Invoices shall be based on verified and approved cubic yard/tonnage quantities from the daily operational reports and valid Load Tickets signed by the CITY'S authorized representative.
- E. Payment for verified and authorized work completed shall be made to the CONTRACTOR within 45 days after the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.
- F. Pursuant to the Pricing Schedule and Hourly Pricing Schedule, Exhibit F, attached hereto and incorporated herein, the CONTRACTOR shall invoice the CITY for the following:
 - 1. The removal, hauling and disposal of Eligible Debris (as defined in Section V.):
 - a. each validated load picked up at the designated Work Zone, hauled to and dumped at a DMS; and

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- b. each validated load hauled from the DMS for final disposition at a City-approved landfill or recycling facility; and
 - c. tipping fees incurred at a City-approved landfill based on the current tipping fee at the time of disposal.
2. DMS Management and Operations (as defined in Section VI.) including:
- a. selection, preparation and layout of site;
 - b. management, maintenance and operation of the DMS;
 - c. the sorting, segregation, processing and reduction (chipping, grinding or incinerating);
 - d. groundwater and soil testing;
 - e. furnishing materials, supplies, labor, tools and equipment necessary to perform services;
 - f. providing traffic control, dust control, erosion control, inspection tower(s), lighting, ash and hazardous and toxic waste containment areas, fire protection, permits, environmental monitoring, and safety measures;
 - g. loading reduced/stored and initiating Load Tickets for final disposition; and
 - h. closure and remediation of DMS.
3. Additional Services (as defined in Section VII.B.5.):
- a. Additional services, including but not limited to the services listed below shall be performed by the CONTRACTOR upon issuance of a Task Order by the CITY:
 - i. Private Property Demolition and Debris Removal
 - ii. Marine Debris Removal
 - iii. Hazardous and/or Toxic Waste Disposal
 - iv. Dead Animal Carcasses
 - v. Fallen Trees
 - vi. Hazardous Stumps
 - vii. Fill Dirt
 - viii. Sand Screening
 - ix. Freon Removal
 - b. The CONTRACTOR shall offer the following additional services to the CITY at no additional cost (as defined in Section VII.B.6.):
 - j. Training and Assistance
 - ii. Preliminary Damage Assessment
 - iii. Mobilization and Demobilization
 - iv. Mobile Command Unit
 - v. Temporary Storage of Documents
 - vi. Debris Planning Efforts
 - vii. Closure and Remediation of DMS
 - viii. Reporting and Documentation
 - c. Travel and Per Diem Costs incurred by the CONTRACTOR, or any employees/subcontractors of the CONTRACTOR, during the term of this Contract shall be paid by the CONTRACTOR. The CITY will not pay any Travel or Per Diem costs incurred by the CONTRACTOR.
- I. Other than the rates described herein, the CONTRACTOR shall not be entitled to payment for expenses, fees or other costs incurred at any time and in any connection with performance of work under the Contract.

- J. Any CONTRACTOR or subcontractor that is identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs (as defined in Section I.K.) shall not be authorized to perform services as outlined in the Scope of Service and the said CONTRACTOR/subcontractor shall not be paid for any services performed.
- K. At the request of either party, the CITY may modify the CONTRACTOR'S Pricing Schedule for each subsequent contract year, after the first contract year, and the new Pricing Schedule shall be increased by multiplying the Consumer Price Index (CPI) by 75%. The formula shall be as follows:

$$\text{Contractor Fee} \times (1 + 75\% \text{ of CPI}) = \text{Subsequent Year Fee}$$
 - 1. The CPI shall be calculated as the lesser of a twelve (12) month average of the United States All Urban or Southern All Urban Consumer Price Index based on the information from the Bureau of Labor Statistics, Southeastern Regional Office for the twelve (12) months ending December 31 preceding each new contract year.
 - 2. If the CPI is discontinued or substantially altered, the CITY may select another relevant price index published by the United States government or by a reputable publisher of financial or economic indices.
- L. The CONTRACTOR shall be entitled to invoice the CITY for 90% of the line items, after work is completed, on a monthly basis (the first of each month). The remaining 10% will become due after all Eligible Debris is properly processed and disposed of at the final disposition site(s), the DMS final closure and remediation process is approved by the CITY, all subcontractors and material suppliers verify that they have been paid and the CONTRACTOR submits a proper, final invoice.
- M. Final payment shall be released to the CONTRACTOR upon approval by the CA.

X. OTHER CONSIDERATIONS

- A. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment, safely operated, for all tasks.
- B. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR.
- C. Additionally, the CONTRACTOR shall employ when possible local area vendors qualified to assist in the Debris Recovery Services operation.
- D. The CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this Contract.
- E. The CONTRACTOR must be duly licensed in accordance with the state's statutory requirements to perform the work.
- F. The CONTRACTOR shall be responsible for determining what permits are necessary to perform work under the Contract. The CONTRACTOR shall obtain all permits necessary to complete the work. Copies of all permits shall be submitted to the CA.
- G. If burning as a method of reducing Eligible Debris is determined as necessary by the CITY, the CITY shall assist the CONTRACTOR in obtaining a burn permit to allow air curtain incineration at the DMS.
- H. The CONTRACTOR shall be responsible for taking corrective action in response to any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the CITY.
- I. Any and all CONTRACTOR documents, records, disks, original drawings, photos, videos or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY.

- J. The CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Contract. Furthermore, the CITY shall have access to such books, records, documents and photos as required in this Contract for the purpose of inspection or audit. This provision shall extend three (3) years beyond the term of this Contract or any extension thereto.

XI. INDEPENDENT CONTRACTOR

- A. All employees of the CONTRACTOR shall be, at all times, the sole employees of the CONTRACTOR under its sole discretion and not an employee or agent of the CITY.
- B. The CONTRACTOR shall supply competent and physically capable employees who shall have and wear proper identification.
- C. The CITY reserves the right to require the CONTRACTOR to remove any employee the CITY deems careless, incompetent, insubordinate or otherwise objectionable.

XII. OTHER CONTRACTS

- A. The CITY reserves the right to issue other contracts or direct other contractors to work within the Scope(s) of Service included in this Contract.
- B. The CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form.

XIII. CITY OBLIGATIONS

- A. The CA, or an authorized representative, is designated by the CITY to be the primary contact person for the CONTRACTOR, and this Disaster Debris Recovery Services Contract shall be administered on behalf of the CITY by the Solid Waste Division of the Public Works Department of the CITY.
- B. The CITY shall provide inspectors for the monitoring of Eligible Debris collection, segregation and removal operations in the Work Zones.
- C. The CITY inspectors shall examine each load hauled from the Work Zones by the CONTRACTOR to verify that the contents are in accordance with the definition of Eligible Debris and to verify the load size (whether cubic yards or tons) recorded on the Load Ticket.
- D. The CITY shall provide DMS Monitors to inspect each load received by the CONTRACTOR at the DMS to verify that the contents are in accordance with the definition of Eligible Debris and to verify the load size (whether cubic yards or tons) recorded on the Load Ticket.
- E. The CITY monitors shall inspect all vehicles/equipment entering and leaving the DMS to ensure that haulers do not add excessive amounts of water or soil to debris prior to unloading/loading.
- F. Should operation of equipment be required outside of the ROW, the CITY shall provide a Right-of-Entry Agreement, Hold Harmless Agreement and a Non-duplication of Benefits Agreement executed with the Property Owner prior to CONTRACTOR work being authorized.

XIV. TERMINATION

- A. This Contract may be terminated by the CITY upon thirty (30) days advance written notice to the CONTRACTOR at the primary business address as designated on the signature pages ; however, if any work or service hereunder is in progress but not

completed as of the date of termination, then this Contract may be extended upon written approval from the CITY until said work or services are completed and accepted by the CA.

- B. In the event this Contract is terminated or cancelled upon the request and for the convenience of the CITY with the required thirty (30) day advance written notice, the CITY shall reimburse the CONTRACTOR for actual work satisfactorily completed.
- C. Termination by the CITY for cause, default or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision, and the CITY reserves the right to terminate the Contract by issuing a written notice to the CONTRACTOR. Any termination costs, including demobilization of equipment and personnel, shall be incurred and paid by the CONTRACTOR. The thirty (30) day advance written notice requirement is waived in the event of termination for cause.
- D. In the event there should occur any material breach or material default in the performance of any covenant or obligation by the CONTRACTOR which has not been remedied within five (5) calendar days after receipt of written Notice of Termination from the CITY specifying such breach or default, the CITY may, if such a breach or default is continuing, terminate this Contract with the CONTRACTOR immediately. In such case, the CONTRACTOR shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

XV. FORCE MAJEURE

A. Force Majeure

Except for any payment obligation by either party, if the CITY or CONTRACTOR is unable to perform, or is delayed in its performance of any of its obligations under this Contract by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the CITY or CONTRACTOR to correct the adverse effect of such event of force majeure.

B. Events

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the CITY or CONTRACTOR from performing any of its obligations (other than payment obligations) under this Contract:

- a. Strikes and work stoppages unless caused by a negligent act or omission of CONTRACTOR or its agents or assignments;
- b. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of CONTRACTOR, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively incumbent weather; and
- c. Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.
- d. Suspension, termination or interruption of utilities necessary to the operation of the Project.

C. Economic Hardship

Economic hardship of the CONTRACTOR shall not be considered an event of Force Majeure.

D. Modification

In order to be entitled to the benefit of this section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The parties agree that, as to this section, time is of the essence.

XVI. LIQUIDATED DAMAGES

- A. The CONTRACTOR and CITY agree that the CONTRACTOR'S compliance with the terms of this Contract is of great importance. As such, the CITY, or an authorized representative, shall monitor, inspect and verify the CONTRACTOR'S activities for compliance.
- B. The CONTRACTOR and CITY acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would, or might, be incurred by the CITY due to the CONTRACTOR'S failure to comply with the terms of this Contract and for which the CONTRACTOR would otherwise be liable. Accordingly, in addition to the payment of other damages, liquidated damages may be assessed against the CONTRACTOR for the following failures to comply with the Contract:
 - 1. A \$5,000.00 per day charge for failure to provide adequate manpower and equipment to perform the scope(s) of service as outlined in the Contract. (see Section IV.G.1)
 - 2. A \$1,000.00 per incident charge for failure to properly separate DMS debris at street/road level or during hauling as outlined in the Contract (see Section V.A.10.-11.)
 - 3. A \$1,000.00 per incident charge for failure to properly segregate Eligible Debris at DMS as outlined in the Contract (see Section VI.A.12.)
 - 4. A \$500.00 per incident charge for collection and hauling of ineligible or unauthorized disaster-generated debris as outlined in the Contract (see Section V.A.5.)
 - 5. A \$500.00 per incident charge for acceptance of ineligible or unauthorized disaster-generated debris at the DMS as outlined in the Contract (see Section VI.A.12.)
 - 6. A \$1,000.00 per day charge for failure to provide all reports and Load Tickets as outlined in the Contract (see Section VII.C.)
 - 7. A \$1,000.00 per day charge for failure to provide adequate traffic control as outlined in the Contract (see Section V.A.14. and VI.C.9.-10.)
 - 8. A \$1,000.00 per incident charge for failure to safely operate equipment or vehicles as outlined in the Contract (see Section V.A.15. and VI.A.9.)
 - 9. A \$5,000.00 per day charge for failure to meet the completion date (time period determined by number of calendar days) for services performed in a designated Work Zone (see Section IV.E.2.-3.)
 - 10. A \$5,000.00 per day charge for failure to maintain the minimum processing rate, unless non-compliance is due to insufficient debris amounts being delivered to the site. (see Section IV.E.2.-3.)
 - 11. A \$1,000.00 per day charge for failure to close-out DMS by the completion date established by the CITY. (see Section IV.E.2.-3.)
 - 12. A \$1,000.00 per day charge for failure to fully remediate DMS by the completion date established by the CITY. (see Section IV.E.2.-3.)

XVII. LIENS AND TAXES

- A. The CONTRACTOR shall not at any time suffer or permit any lien, attachment or any other encumbrance under the laws of the State of Florida or otherwise by any person or

persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Contract or by any reason or claim or demand against the CONTRACTOR.

- B. The CONTRACTOR shall keep all equipment and vehicles free and clear of all levies, liens and encumbrances. The CONTRACTOR shall pay all taxes, license and registrations fees, and similar charges imposed on the ownership, possession or use of the equipment and vehicles during the term of this Contract.
- C. Such lien, attachment or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Contract.

XVIII. INDEMNIFICATION AND HOLD HARMLESS

- A. The CONTRACTOR shall pay on behalf of and indemnify and hold harmless, the CITY, its commissioners, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, omission, or default of the CONTRACTOR arising out of or in any way connected with the CONTRACTOR'S (or CONTRACTOR'S officers, employees, agents, volunteers, or subcontractors, if any) performance or failure to perform duties under the terms of this Contract. This section of the Contract will extend beyond the term of the Contract.
- B. The CONTRACTOR further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, even if claim is groundless, false or fraudulent.
- C. Nothing herein shall be construed to hold the CONTRACTOR liable for the negligence of the CITY.
- D. This indemnification and hold harmless agreement shall survive the termination or expiration of this Contract.

XIX. INSURANCE

- A. Insurance Procurement. Before performing any contract work, the CONTRACTOR shall procure and maintain, during the term(s) of this Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by Insurance Department in the State of Florida and meet a minimum financial A.M. Best and Company rating of no less than Excellent. No changes are to be made to these specifications without prior written specific approval by the City Risk Management Division.
 - 1. Worker's Compensation: CONTRACTOR will provide Worker's Compensation Insurance, on behalf of all employees who are to provide service under this Contract, as required under Florida Laws, Chapter 440, the Jones Act and Longshoreman and Harbormasters exposures, and Employers Liability no less than \$100,000 per employee per accident; \$100,000 employee per disease and \$500,000 disease aggregate.
 - 2. Commercial General Liability: Including but not limited to bodily injury, property damage, contractual products and complete operations, watercraft, if under twenty-six (26) feet and Ocean Marine if over twenty-six (26) feet, and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate covering all work performed under this Contract.
 - 3. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than

- \$1,000,000.00 combined single limit covering all work performed under this Contract (Limits may be satisfied by combining an Umbrella form and an Automobile form for a combined total limit of \$5,000,000.00)
4. Umbrella Liability: With limits of not less than \$5,000,000.00 per occurrence covering all work performed under this Contract.
 5. Hazardous Materials Insurance: For the purpose of this section: the term "hazardous materials" includes all materials and substances which are now designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However if hazardous materials are identified while carrying out this Contract, no further work is to be performed in the area of the hazardous material until the Risk Management Division has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the Contract.
 - a. CONTRACTOR'S Pollution Liability - for sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this Contract, including, but not limited to all hazardous materials identified under the Contract.
 - b. Asbestos Liability - for sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this Contract.
 - c. Disposal - When applicable, the CONTRACTOR shall designate the disposal site and furnish a certificate of insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
 - d. Hazardous Waste Transportation - When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.
 - e. Certificates of Insurance - shall clearly state the hazardous material exposure work being performed under the Contract.
 6. Additional Insured: All policies, required by this Contract with the exception of Professional Liability or Worker's Compensation, unless specific approval is given by the City Risk Management Division, are to be written on an occurrence basis, shall name the CITY, its commissioners, officers, employees, agents and volunteers as additional insured as their interest may appear under this Contract, and the insurer(s) shall agree to waive all rights of subrogation against the CITY, its commissioners, officers, employees, agents or volunteers.
 7. Subcontractor Insurance: Insurance and insurance provisions, itemized in this Contract, and required of the CONTRACTOR, shall be provided by or in behalf of all subcontractors to cover their operations performed under this Contract. The CONTRACTOR shall be held responsible for any modifications, deviations or omissions in these insurance requirements as they apply to subcontractors.

- B. Each insurance policy required by this Contract shall:
1. Separate Application of Insurance. Apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits to the insurer's liability.
 2. Suspended, voided, Canceled Insurance. Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City Risk Management Division.
 3. City Coverage Review. The City Risk Management Division shall retain the right at any time to review coverage, form and amount of insurance.
 4. The CONTRACTOR'S Liability. The procuring of required policies of insurance shall not be construed to limit the CONTRACTOR'S liability nor to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be obligated for the full and total amount of any damages, injury or loss caused by any act, neglect, omission or default connected with this Contract.
 5. Premium Payments. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the CITY is an insured under the policy.
 6. Claims Made Policies. Claims Made Policies will be accepted for professional and hazardous material and such other risks as are authorized by the City Risk Management Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided an option, the CONTRACTOR agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
 7. Insurance Certificates. Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the CITY'S Contract number and the description of work are to be furnished to the City Risk Management Division prior to commencement of work and a minimum of thirty (30) days prior to expiration of the insurance contract when applicable, included as Exhibit I, attached hereto and incorporated herein. All insurance certificates shall be received by the City Risk Management Division before the CONTRACTOR will be allowed to commence or continue work.
 8. Notice of Accident. Notice of Accident (occurrence) and Notice of Claims associated with work being performed under this Contract, shall be provided to the CONTRACTOR'S insurance company and the City Risk Management Division as soon practicable after notice to the insured.

XX. PERFORMANCE BOND

- A. Letter of Commitment. The CONTRACTOR shall furnish to the CITY a letter of Commitment to perform services, Exhibit G, and a letter of Commitment for a Performance Bond from a surety company to be included as Exhibit H, attached hereto and incorporated herein, within five calendar days of the execution date of this Contract by the City of Pompano Beach.

- B. The CONTRACTOR shall furnish to the CITY, prior to the commencement of operations hereunder, a Performance and Payment Bond shall be executed by the CONTRACTOR, and a surety company authorized to do business in the State of Florida, in the amount of (Ten Million) \$10,000,000, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materials and laborers. The CITY will only accept a Performance and Payment Bond with an A.M. Best rating of 'A-' (Excellent) or better. Said bond shall be subject to the approval by the City Manager and Commission of the City of Pompano Beach, Florida.

XXI. ATTACHMENTS

- A. Scenarios & Response, Plan of Action, Documentation & Reimbursement
- B. Debris Information Management System (DIMS)
- C. Work Zones
- D. Vehicle and Equipment List
- E. Debris Management Site(s) List and Map
- F. Pricing Schedule
- G. Commitment Letter to Perform Services
- H. Letter of Commitment for Performance and Payment Bond
- I. Certificate of Liability Insurance
- J. FHWA Form 1273

XXII. MISCELLANEOUS

- A. No amendment, change or addendum to the Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. For any material change in the Scope of Services or any increase in the compensation for the services, the City Commission for the CITY and the duly authorized representative for the CONTRACTOR shall agree in writing to this change. For all other changes, the CITY'S Administrative Agent and the CONTRACTOR'S representative shall agree in writing to the change.
- B. Any reference to a specific chapter of the Florida Statutes in this Contract shall mean the Florida Statutes and shall by reference be made a part of this Contract as though set forth in full.
- C. Any reference to a Specific City Employee in this Contract shall also include the authorized designee of that employee.
- D. The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the CITY, except the claims for the money due or to become due to the CONTRACTOR from the CITY under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the CITY. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the CITY.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract has requisite power and authority to bind the parties.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract or any applicable law. The rights and obligations of the parties under this Contract shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in Broward County, Florida.

If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be valid and binding on each party.

- G. CONTRACTOR agrees that all work performed on FHWA roads will comply with all the terms, conditions and requirements set forth in Federal Government Form FHWA-1273, a copy of which is attached hereto and made a part hereof as Exhibit J.
- H. Any notices, invoices, reports, or any other type of documentation required by this Contract shall be sufficient if sent by the parties in the United State mail, postage paid, to the addresses listed below:

CONTRACTOR'S REPRESENTATIVE

Mr. John Noble
Chief Operating Officer
AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441
(800) 244-5094 Office
(954) 545-3585 Fax
(954) 683-0247 Cell
JNoble@AshBritt.com

CITY ADMINISTRATIVE AGENT

Mr. Dennis Beach
City Manager
City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, Fl. 33061
(954) 786-4609 Office
(954) 786-4504 Fax

Copies:

(a) as to the CONTRACTOR, John Noble, Chief Operating Officer, 565 E. Hillsboro Blvd., Deerfield Beach, Florida 33441

(b) as to the CITY, Mary Chambers, Office of the City Clerk, P.O. Drawer 1300, Pompano Beach, Florida 33061

Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. 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 both parties.

This Contract constitutes the sole and complete understanding between the parties and supersedes all Contracts between them, whether oral or written with respect to the subject matter.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Aally J. Fischer
Signature

By: [Signature]
LAMAR FISHER, MAYOR

Shelby R. Bartholomew
Signature

By: [Signature]
DENNIS W. BEACH,
CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of September, 2014 by **LAMAR FISHER**, as Mayor 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:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of September, 2014 by **DENNIS W. BEACH**, as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.



NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of September, 2014 by **MARY L. CHAMBERS** 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 PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CORPORATION":

AshBritt, Inc.

Witnesses:

RS

Signature

Robert Ray

Name Typed, Printed or Stamped

Chris Holsinger

Signature

Christopher Holsinger

Name Typed, Printed or Stamped

By:

John Noble

Signature

JOHN NOBLE

Name Typed, Printed or Stamped

Title:

C.O.O.

Address: 565 E Hillsboro Blvd

Deerfield Beach, FL 33441

STATE OF FLORIDA

COUNTY OF DEWAR

The foregoing instrument was acknowledged before me this 22 day of AUGUST, 2014 by JOHN NOBLE as C.O.O. of ASHBRITT, INC. (name of corporation), a _____ 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:

Kelly Beckmann

NOTARY PUBLIC, STATE OF FLORIDA

KELLY BECKMANN

(Name of Acknowledger Typed, Printed or Stamped)

EE864681

Commission Number



KELLY BECKMANN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE864681
Expires 1/13/2017

Exhibits

A - Scenarios & Response, Plan of Action, Documentation & Reimbursement

B - Debris Information Management System (DIMS)

C - Work Zones

D - Equipment List

E - Debris Management Site(s) List and Map

F - Pricing Schedule

G - Commitment Letter to Perform Services

H - Letter of Commitment for a Performance Bond

I - 1273 Certificate of Liability Insurance

J - Form FHWA

Exhibit A

8. Project Understanding, Approach & Plans

a. Response Plan

▪ *Pre-event Planning Statement*

Planning for disaster response and recovery cannot be overstated; it is paramount to the success of any recovery mission. As a value-added service, AshBritt will encourage Pompano Beach to partake in our sponsored annual pre-event planning and training. We, and ultimately the City, benefit from being able to lay a solid foundation for future recovery efforts. We are also able to develop, and is the case with the City further improve, our professional relationship and rapport with key members of the current designated emergency operations staff.

These planning and training sessions allow us to address selections and evaluations for preliminary TDSRS sites and formulation of or updates to debris collection zone maps and primary road clearance routes, as well as designation of critical facilities. We can also review our GIS collection tracking system, while indoctrinating City staff and/or assigned representative. Customization and fine-tuning of the system can also be accomplished at this time. Furthermore, we can research and coordinate more definitely local subcontractor participation. Special considerations such as environmental planning and mitigation concerns, hazardous household waste and hazardous materials handling and disposition, as well as other ancillary services that may be needed, as outlined above, will also be addressed.

AshBritt is very proactive about our involvement in our client communities during our off-season. We believe the better we know our clients and their concerns, the better we can serve them following disaster events.

▪ *Temporary Debris Management Site Selection, Planning, and Testing*

AshBritt strongly desires to participate in the review and selection of potential temporary debris management sites (DMS/TDSRS) with clients whenever possible. The FEMA 325 *Debris Management Guide* discusses the identification of debris management sites as such: "The planning staff should consider public lands first in order to avoid costly land leases. Existing disposal and recycling facilities that are in close proximity to the disaster area are ideal locations for TDSRS sites. Nearby landfill and recycling center capacities need to be evaluated for site feasibility. Applicant-owned sites that will not require extensive repair costs, such as parks, vacant lots, or sports fields, should be considered as well. State-to-State or county/city-to-county agreements may present possible solutions for public land use."

Based on these guidance and suggestions, a collaborative process of identification, review and on-site inspection of potential TDSRS sites is mutually beneficial to AshBritt and the City. It can preclude potential operational and liability issues that can develop, it can ensure fast-track mobilization, response and production ramp-up in the event of a disaster, and it can aid in a more expeditious, efficient and cost-effective recovery.

We use established operating selection criteria for determining TDSRS viability and practicability. The following page contains an example of our *Debris Site Evaluation Worksheet*, which is a first step planning tool in collecting site data and determining site viability. Logistical, environmental and geographical considerations, as discussed in greater detail herein, are carefully evaluated during the assessment of all temporary debris management sites.

Members of our operations staff will meet with City representatives to discuss and evaluate pre-identified sites. Furthermore, we will use this tool to evaluate the feasibility of additional sites, as may be required. We can assist the City in securing additional sites if tasked or if we deem necessary owing to the extent of damage and debris volumes. AshBritt has a remarkable track record of constructing and managing a multitude of diverse sites, both large and small, with minimal environmental impacts.

Area/Sector/Zone Maps & Emergency Routes

AshBritt can assist the City in preparing preliminary area and sector maps for debris clearance zones, as well as assist with the creation or review emergency clearance route maps. Such maps are often critical to efficient initial damage assessment activities and debris quantity estimations. Typically, preliminary base maps are adjusted after events to ensure the proper allocation of resources to priority areas with the greatest damages and needs. It is highly encouraged to generate initial planning maps well in advance of events.

AshBritt Environmental **DEBRIS SITE EVALUATION WORKSHEET** **USABLE SITE**
 CLIENT: WRITTEN PARK Yes No

PRIMARY SITE USE TOSAS RALLY POINT TRUCK MEASURING FOS TRUCK MEASURING

POTENTIAL SITE USE TOSAS RALLY POINT RESIDENTIAL DROP OFF WHITE GOODS RECYCLE FOS TRUCK MEASURING OTHER

SITE SPECIFICATIONS

SITE NAME: Durban Substation (E: 01-17-19 0007-00-01) Chart Name: DEBHAM

SITE ADDRESS: 1918 Durham Avenue, Newer Park, FL 32799-4319

SITE OWNER: City of Winter Park

CONTACT: John Hulsant Director Parks and Rec PHONE NUMBER: +1 (407) 558-3174

GPS COORDINATES TOWER SITE ENTRANCE

LATITUDE: N 7E DEG 38 MIN 34 SEC LONGITUDE: W 81 DEG 22 MIN 31 SEC

GIS WEBSITE: http://www.squall.org/ViewSite.aspx?map=200403040001.durafl02004 TOTAL USABLE ACRES: 0

INITIAL SITE SURVEY CHECK LIST

<input type="checkbox"/> Location	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Logically convenient?
<input type="checkbox"/> Is this site currently used for its intended purpose?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Located in a flood plain?
<input type="checkbox"/> Is this site currently used for its intended purpose?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Located in or near to a residential area?
<input checked="" type="checkbox"/> Size	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Slope sufficient for its intended use?
<input type="checkbox"/> Access/traffic flow	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Expansion capabilities?
<input type="checkbox"/> Access/traffic flow	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Good access roads?
<input type="checkbox"/> Development	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	MUD required?
<input type="checkbox"/> Development	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Grading, grubbing, or clearing required?
<input type="checkbox"/> Safety	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Existing roads on site?
<input type="checkbox"/> Safety	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Site has solid enough?
<input type="checkbox"/> Security	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Above ground or under ground utility lines?
<input type="checkbox"/> Environment	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is the site secure?
<input type="checkbox"/> Environment	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Waters of the state on site?
<input type="checkbox"/> Processing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Protective species habitat?
<input type="checkbox"/> Processing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Swam water drainage?
<input type="checkbox"/> Availability	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Grinding?
<input type="checkbox"/> Availability	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ACI Barging?
<input type="checkbox"/> Availability	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Open burning?
<input type="checkbox"/> Availability	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Below ground burning?

Is the site available all year or seasonally? Specify dates and ranges: _____ Year round

What is the site currently used for? None

What was the site historically used for? Admission to a church

Evaluated by: Tim Mooney Date: April 20, 2014 Page 1 of 2

AshBritt Environmental **DEBRIS SITE EVALUATION WORKSHEET** **USABLE SITE**
 CLIENT: WRITTEN PARK Yes No

SITE SCHEMATIC

Page 2 of 2

AshBritt Environmental **SITE EVALUATION WORKSHEET** **USABLE SITE**
 CLIENT: Panama Beach FL Yes No

PRIMARY SITE USE TOSAS RALLY POINT TRUCK MEASURING FOS TRUCK MEASURING

POTENTIAL SITE USE TOSAS RALLY POINT RESIDENTIAL DROP OFF WHITE GOODS RECYCLE FOS TRUCK MEASURING OTHER

SITE SPECIFICATIONS

SITE NAME: Alquist Calvary

SITE ADDRESS: 302 NW 3th Ave Panama Beach, FL 32080

SITE OWNER: ACIC

CONTACT: Anthony Burrell PHONE NUMBER: +1 (954) 943-2422

GPS COORDINATES TOWER SITE ENTRANCE

LATITUDE: N 7S DEG 18 MIN 30 SEC LONGITUDE: W 80 DEG 08 MIN 31 SEC

GIS WEBSITE: Howard County Property Appraiser TOTAL USABLE ACRES: 0

INITIAL SITE SURVEY CHECK LIST

<input type="checkbox"/> Location	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Logically convenient?
<input type="checkbox"/> Is this site currently used for its intended purpose?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Located in a flood plain?
<input type="checkbox"/> Is this site currently used for its intended purpose?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Located in or near to a residential area?
<input type="checkbox"/> Size	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Slope sufficient for its intended use?
<input type="checkbox"/> Access/traffic flow	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Expansion capabilities?
<input type="checkbox"/> Access/traffic flow	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Good access roads?
<input type="checkbox"/> Development	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	MUD required?
<input type="checkbox"/> Development	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Grading, grubbing, or clearing required?
<input type="checkbox"/> Safety	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Existing roads on site?
<input type="checkbox"/> Safety	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Site has solid enough?
<input type="checkbox"/> Security	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Above ground or under ground utility lines?
<input type="checkbox"/> Environment	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is the site secure?
<input type="checkbox"/> Environment	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Waters of the state on site?
<input type="checkbox"/> Processing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Protective species habitat?
<input type="checkbox"/> Processing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Swam water drainage?
<input type="checkbox"/> Availability	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Grinding?
<input type="checkbox"/> Availability	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ACI Barging?
<input type="checkbox"/> Availability	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Open burning?
<input type="checkbox"/> Availability	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Below ground burning?

Is the site available all year or seasonally? Specify dates and ranges: _____ Year round

What is the site currently used for? Church

What was the site historically used for? Admission to a church

Evaluated by: Tim Mooney Date: April 20, 2014 Page 1 of 2

AshBritt Environmental **SITE EVALUATION WORKSHEET** **USABLE SITE**
 CLIENT: City of Panama Beach, FL Yes No

SITE SCHEMATIC

Survey Notes

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▪ *Training Statement & References*

In addition to our ad hoc preparation, pre-planning sessions, and operational assessments, AshBritt management staff conducts annual on-site classroom training and table-top exercises for all of our clients. Our training typically occurs between the months of January and June, but special (and additional) sessions are often arranged if immediate needs arise. Our sessions are generally one to two days in length, 6 to 8 hours per day. They are customized to meet specific client needs, often after direct input and inquiry from the client. More importantly, however, we try to impart as much of our practical knowledge, experience and lessons learned to our clients.

Although many communities and clients that we serve, or will potentially serve, have experienced some level of disaster and the attendant response and recovery actions, including experience with disaster federal funding programs and state and local grant protocols, our management staff and consultants have a more broad-based, yet concentrated and minute knowledge regarding disaster recoveries. We may not have seen it all—by no stretch of the imagination—but collectively we have witnessed, encountered and had to confront and respond to such a wide array of adverse conditions, destruction, damage, work scope, and production and administrative challenges that our “transferable” experience is indispensable to our clients.

Our training attempts to be current and topical, and carefully addresses the current state of FEMA guidance and policy with respects to the federal Public Assistance Program, as well as the current environment of other emergency relief programs, such as FHWA Emergency Relief, Sandy Recovery Act and NCRS Grant Program to name a few. As stated, we largely customize the training to meet the needs of our clients, and it is always lauded as thorough, informative and entertaining. We are proud of our efforts in delivering this service, as many of our competitors falsely claim to offer this valuable service. A general survey of all disaster response clients will show that AshBritt has the best reputation in the industry for delivering this vital preparation and pre-planning.

Some of key points that have been or may be covered during our training include:

- Review of potential disaster threats; historical overview.
- Congressional actions in review and pertinent pending legislation.
- Current debris management environment.
- The Public Assistance Program and new FEMA guidance.
- Relationships of and for local government.
- Benefits of mutual aid and local government collaboration.
- Our Disaster Recovery Team (local and federal government, technical assistance contractor, debris contractor).
- Roles and responsibilities of client key staff members.
- Local government/agency/organization preparedness.
- Required and recommended elected body resolutions.
- Local government actions – management, administration, finance.
- Recovery meetings – applicant's briefing, kick-off meeting, timelines.
- The Office of Inspector General, audits, final inspections and closeouts.
- Benefits of action vs. reaction.
- Best practices for mobilization and response.
- Operations and administrative overview of accepted FEMA practices.
- Local subcontractor and vendor participation goals and/or specific recommend training regimes (AshBritt has and will sponsor workshops and outreach programs).
- Public Information and Notification best practices.
- Project “lessons learned” and debris management best practices.

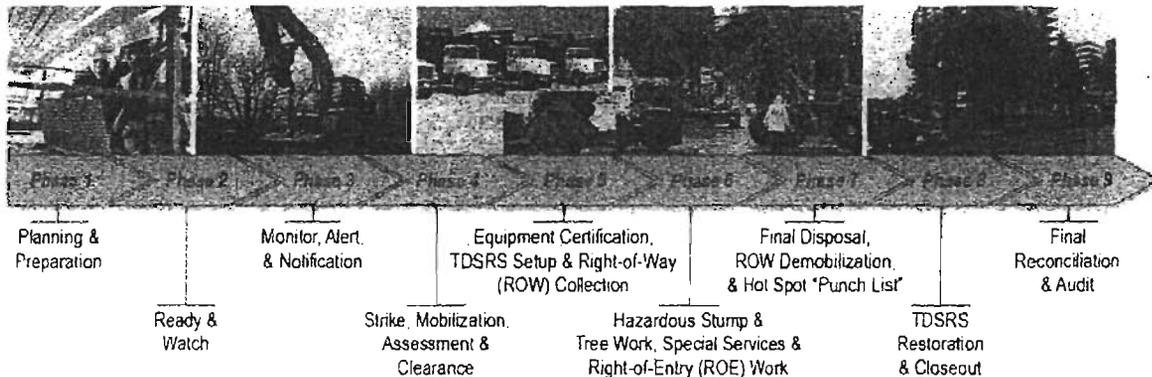
➤ **General event timeline 9 Phase approach**

▪ *General Sequence of Emergency Debris Management*

AshBritt has collected, reduced, and disposed of more than 131,000,000 cubic yards of debris in the last 20 years.

AshBritt’s entire debris removal and disposal process can be described in the following subsections which illustrate the general sequence of disaster debris removal operations for a known and predictable event, such as a hurricane. It is in no way exhaustive, as identifying all critical actions encompassing debris removal would require quite an extensive narrative.

Additional detailed information regarding the sequence of debris removal operations and the means and methods of such is included in our General Event Sequence Diagram.



AshBritt General Event Sequence Diagram of Debris Management Services

AshBritt follows a proscribed sequence of phases for storm clearing operations that are based on 20 years of experience in a variety of jurisdictions and supporting a variety of clearing operations.

▪ **Phase 1 – Planning and Preparation**

AshBritt will coordinate annually with the City of Pompano Beach to review logistical, operational, and administrative aspects of the potential response and recovery projects. Some of the key issues and elements that will be addressed include: organization and communication structures; verification of contact information; the City expectations and special circumstances; review and critique of current emergency response, mitigation, and debris plans; debris removal site selection and assessment; emergency facilities and route clearance designation and maps review; geographic sectoring, management and infrastructure logistics (GIS review); local subcontractor outreach, identification, screening and engagement; sponsored workshops/fairs for local subcontractors (SBE outreach); staging areas and base camps for personnel, equipment, and resource marshaling areas; clear-zone staging and “rally points;” final disposal sites; coordination with monitoring firm representatives; safety and environmental considerations; and Public Assistance Program, FEMA and FDOT regulations and guidance review, as applicable.

▪ **Phase 2 – Ready and Watch**

As the hurricane season approaches and begins, AshBritt enters a “ready and watch” stage. During this time, we conduct internal reviews of our systems and procedures; inventory and perform maintenance on our equipment and relevant assets and resources; stock up on all necessary supplies and consumables; canvass our teaming partners, subcontractors, suppliers, and reserve personnel; and continue to touch base with the City of Pompano to assure them of our readiness to serve and to garner any new relevant information.

We increase the frequency of our planning and operations meetings to ensure that all key management and support personnel are operationally synchronized for the upcoming season. Several operations management personnel are designated as “Storm Sentries” to regularly track and notify our management team of any imminent threats, though all staff tracks storm activity. We meet with our primary first responder subcontractors and debrief them on any salient modifications to our response plans for the upcoming season.

▪ **Phase 3 – Monitor, Alert, and Notification**

If a storm path aimed at the vicinity of Pompano Beach is identified, AshBritt will begin closely monitoring the track and conditions of the storm. The identified Senior Project Manager or Project Manager will contact the City as a precursor to your official alert stage. We believe it is important to engage communication lines as soon as possible and notify our clients that we are monitoring the status of all impending events. During this phase, we will put our management, supervisory, support, and reserve personnel, as well as our primary out-of-state and local first response subcontractors and suppliers on a preliminary alert status. Our operations staff will review and satisfy our task preparation lists to ensure all necessary supplies, equipment, and assets are ready to go. Additionally, we will secure and ready our mobile command buses, satellite communication systems, and other computer and communications equipment for deployment.

Upon official alert and notification by the City of Pompano of an imminent threat (and likely strike), we will amplify our monitoring and readiness actions. Our operation's team will review the contractual scope of work and any established planning elements that had been derived during the pre-planning and preparation stage. We will put our management team, support personnel, reserve staff and primary and specialty subcontractors on standby status. Select management personnel and our first responder subcontractors will be deployed to the pre-designated rally-points, pending further instruction. AshBritt's Senior Project Manager (SPM) or project Manager (PM) will stay in regular contact with the City and will be accessible on a 24-hour basis. We may deploy one or more Operations Supervisors (OSs) or Foremen to the city (or in the vicinity) pre-strike to ensure we have support on the ground at the impact site immediately following the disaster. We will reserve aircraft to assist the City with their rapid needs and immediate needs damage assessment.

▪ **Phase 4 – Strike, Mobilization, Assessment, and Clearance**

Following the impact of a debris-generating disaster, AshBritt will immediately deploy management to engage with the City of Pompano and (some senior management could already be on site). Preliminary courses of action and coordination will be addressed at this time. Upon receipt of a task order, all AshBritt personnel, partners, resources, and assets will be put on active status. This will act as the cue to proceed with our pre-established response and mobilization plan. Many of the critical actions here will proceed concurrently. The balance of our key management personnel will arrive on station. We will implement our communications plan as appropriate. Our mobile command buses will be sent to the area. We will deploy aircraft and vehicles to assist the City of Pompano with their initial damage assessment, if requested. We will also assist the PIO with vital public information, as needed.



As part of this assessment, we will review pre-designated staging areas and TDSRS' for continued viability. As staging areas and debris sites are assessed and accepted, we will instruct our local subcontractors to ramp up preparation and our primary first responder subcontractors to deploy to the areas for certification by the City's representatives. Additional support and reserve staff will be ordered to begin deployment, as needed. Subcontractors and personnel will be checked-in and put through an orientation. The AshBritt SPM and PM will coordinate with the City of Pompano Coordinator regarding emergency routes, federal aid roads, and the existing debris management zones, as well as other special logistical aspects. If requested, we will begin mobilizing all the necessary resources to assist with emergency roadway clearance. Debris "push" priorities are generally established during this phase and key facilities are identified. Key facilities in Pompano Beach may include *City Hall on Atlantic Ave*, *The Pompano Beach Fire station*, and *the Broward Sheriff's Office located on South West 3rd Street*.

During our continued assessment, AshBritt field supervisors and ground crews, if dispatched, will conduct a survey of the affected areas to ensure safe passage during the hourly rate clearing phase and upcoming right-of-way (ROW) mission. Emphasis on safety during this phase is critical, as there may be downed electrical lines and other hazardous materials released. Due to the fact that there will be many stakeholders involved during this response phase, AshBritt will maintain a strong commitment to coordination, and our personnel and forces will not interfere with the vital recovery efforts of other organizations and agencies.

In assisting with hourly rate clearing, as coordinated with the City of Pompano Beach, our ground crews will systematically cut, toss, and clear debris from vital travel lanes and emergency facilities. Requisite traffic safety control methods and devices will be employed throughout this phase. All pertinent safety equipment will be supplied and required of ground crews and field personnel. We will work closely with the City to facilitate documentation of all activities for cost reimbursement during this phase (and all applicable phases). We will supply the City with regular progress reports.

As the initial damage assessment and hourly rate clearing are underway, AshBritt's debris site managers and supervisory personnel will ensure that the accepted debris sites are prepared according to contractual requirements, including procurement of all necessary permits. All construction, environmental, safety and logistical factors will be addressed. As these become ready, initial loads of debris may be delivered. Although, debris is not generally collected during the hourly

rate clearing phase of the response, sometimes it is necessary to collect and haul debris to preclude an encumbrance to the clearance mission. At this time public drop sites may also be established with and without our assistance.

▪ ***Phase 5 – Equipment Certification, TDSR Setup, Right-of-Way Collection***

Throughout the initial mobilization, damage assessment, and hourly rate clearing phase, continued efforts are made to coordinate our subcontracting and operations plans. Out-of-area and local subcontractors with whom we have established commitments are contacted and instructed to deploy to our established staging areas within the impacted area. Equipment certification areas will be established at select staging areas to examine the operability and safety of hauling vehicles and to measure and assign a load carrying capacity to them. This certification becomes the official tracking identification for all loads that a particular vehicle hauls. The measured capacity of all hauling vehicles is identified on the truck certification form and on a placard affixed to each vehicle. All truck certifications are manually logged, scanned, and entered into our proprietary Disaster Information Management System (DIMS). The tracking of certifications is customarily duplicated by the client and/or their representative monitoring firm. (Note: AshBritt maintains a very diligent protocol for field data collection and processing and reporting. This is crucial to successful accounting, invoicing and, in turn, maximum reimbursements.) Once haul vehicles are measured in, they are assigned a zone per the pre-established geographic area management plan (or any modifications made thereto owing to the initial damage assessment). Zones are typically divided up to sole subcontractors to establish continuity and accountability. Once a subcontractor is assigned a zone (or an area in a zone, where large zones have been split), they are responsible for the complete cleanup of that area over the course of the recovery. Subcontractors are not allowed to shift from zone to zone unless cleanup is complete and approval has been granted by AshBritt's field supervisors and the Foreman.



As the hourly rate clearing wraps up, we will accelerate the mobilization and certification of equipment. Moreover, we will increase the numbers of our field Quality Control (QC) and safety personnel to match the equipment deployment. TDSR locations, at least those that are initially identified, will be opened within three (3) days and grinding material within five (5) days of the response. Sites will be fully manned with supervisory, monitoring and safety personnel, traffic control and security personnel, as well as all operators and spotters.

As debris sites become fully approved and operational, the right-of-way mission can be fully accelerated. The collection of debris from the ROW and other public property is basically organized by conducting multiple scheduled collection and removal passes. Passes are conducted in each established zone and/or area simultaneously for the most part; this allows for an efficient and consistent recovery. Organized multiple passes give residents and others affected ample time to remove debris from their private property to the right-of-way. Areas with the greatest damage and corresponding debris are assigned the greatest number of equipment resources (as the area allows).

Three complete debris passes is usually sufficient to complete the cleanup, although extra passes may be necessary in more densely populated areas and areas with the greatest damage and/or special logistical circumstances.

Typically, the first pass of debris collection is completed within the first two to three weeks. The lion's share of debris is collected during this pass. The amount of debris collected diminishes with each subsequent pass. As such, our ROW forces are thinned out over the course cleanup. Our QC field personnel consistently survey and report results in order that we maintain an efficient allocation of resources. As subcontractors complete zones (third pass), the areas are surveyed and closed out; subcontractors are either shifted to areas needing attention or officially released from the job.

Throughout this phase, AshBritt will maintain extensive reporting of all debris loads and will provide the City of Pompano Beach daily, weekly, and monthly status reports to illustrate production rates and progress. Furthermore, all damage claims and deficiencies reported during the course of our debris passes are addressed by our QC field personnel and managed by our claims representative. All claims are managed through our DIMS system.

▪ ***Phase 6 – Hazardous Stump and Tree Work, Special Services, and Right-of-Entry Work***

Usually during the second and third passes of debris collection, specialized equipment and crews are deployed to remove hazardous stumps and dangerous leaning trees and hanging limbs. This work often requires special documentation,

monitoring and reporting. Also, during the first, second and third passes of the right-of-way task, other specialized debris collection and clearance missions may be initiated. These include the removal of debris from drainage systems, sewers, culverts, catch basins, canals, streams or other designated waterways. Also, tasks may be issued for the removal of hazardous trees and debris from other public facilities, such as parks, trails or utility infrastructure (i.e., water plants). The debris created from this work typically becomes part of the general ROW debris stream. A mission to remove, screen, and replace beach sand may be issued. What's more, at debris management sites, programs may be implemented and underway to reduce and recycle white goods and other metals and reusable materials that may have been collected in the debris stream. These are typically segregated during the ROW mission on site and/or at the debris site.

Any right-of-entry work that may be authorized and tasked to AshBritt, which could include just debris removal and/or hazardous tree removal from private property to full-blown demolition and removal of resultant debris from the property—sometimes with the need to handle asbestos containing materials and/or other hazardous materials. This is highly specialized work which requires experienced and certified crews. As this work generally requires a great deal of investigation, assessment, documentation and monitoring it is usually conducted during the third pass (or more) of the mission.

▪ ***Phase 7 – Final Disposal, ROW Demobilization, and Hot Spot “Punch List”***

As debris is hauled to the designated TDSR sites, it is constantly managed and processed. Debris is segregated by class. The types of debris are typically reduced by a variety of means, such as grinding, chipping, incinerating, open burning, compacting, mauling, crushing, and baling. Some debris may just be put aside (segregated or contained) for collections by others; this debris includes household hazardous waste, gas containers, rubber tires, scrap metal and other “beyond-scope” materials. AshBritt will not collect HHW.

The disposal of reduced debris is coordinated and scheduled from the onset of the mission. As the ROW mission winds down, resources are scaled back and AshBritt management begins releasing and demobilizing equipment and personnel. We typically maintain Hot Spot crews to respond to special client requests and to complete generated punch lists. The balance of the debris is reduced and final disposal activities continue.

During this phase, AshBritt attempts to route and dispose of debris to its most beneficial use. We employ a variety of means to lessen the burden on local landfills and to encourage recycling and reuse of debris. As with all elements of the project, all debris hauled to final destination sites is carefully tracked and documented to substantiate full and accurate reimbursements.

▪ ***Phase 8 – TDSR Restoration and Closeout***

After removal of all debris at the TDSR, the site will be restored to pre-use condition (or better). All equipment and site resources, such as the inspection tower and any fencing or erosion control devices, will be removed. AshBritt's TDSR Site Manager and Foreman will conduct a final closeout inspection with a representative of the City and execute a final release upon determination the site meets the approval criteria.

▪ ***Phase 9 – Final Reconciliation and Audit***

For the final phase of the mission, AshBritt's experienced accounting team will conduct a final audit/reconciliation with either the City of Pompano Beach representatives or their designated agent (monitoring company). All truck certifications, load tickets, work logs, time sheets, invoices, etc. will be reconciled to ensure all eligible work has been accurately accounted for and invoiced.

➤ **Service & Operations: Detailed Methods**

The following discussion illustrates the general methods and technical approach of our disaster response and recovery services (scopes of work). Brief explanations and experience statements are included where applicable. AshBritt is uniquely qualified and experienced to provide the City of Pompano Beach with all of these services, as well as other more specialized services, as outlined in *Additional Support Services* narrative.

As touched upon, AshBritt maintains comprehensive *Quality Control, Safety & Health and Special Environmental Monitoring Plans*, along with customized training programs. These materials serve to augment the overviews presented below. Each of our plans and all of our operating procedures has at their core the underlying principles of communication, coordination and cooperation, with the overall goal of an expeditious, safe and cost-effective recovery. These are the keynotes to successful emergency disaster response and recovery. All of our services and operations comply strictly with the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency (EPA) rules, regulations and requirements for maintaining a safe and environmentally responsible work site.

Further, we ensure that all recovery work is performed and documented in conformity with all established Federal Emergency Management Agency (FEMA), Florida Division of Emergency Management (FDEM), Federal Highway Administration (FHWA), and all other applicable federal, state and local authority guidelines for debris removal eligibility requirements. Generally, debris that may be eligible for clearance and removal includes: trees, other vegetative debris, sand and gravel, building wreckage, vehicles, vessels, personal property, and others. To be eligible for FEMA assistance, such removal must be necessary to do one of the following: 1) Eliminate immediate threats of life, public health, and safety; or 2) Eliminate immediate threats of significant damage to improved public or private property; or 3) Ensure economic recovery of the affected community to the benefit of the community-at-large. AshBritt forces will only handle debris in the areas duly designated by the City.

Lastly, as an important function of complying with state and local environmental and business regulations, AshBritt will secure all necessary licenses and permits applicable to the recovery work, and will conduct our operations in coordination with all local agencies and authorities. Applicable licenses and permits may include: a general contractors license, City business licenses, temporary land-use permits, land use variances, grading permits, waste processing permits, recycling operations permits, water and air quality permits, fire department permits, traffic permits, hazardous waste permits, coastal commission land-use permits, National Environmental Policy Act (NEPA) compliance permits, as well as others. Overall, all of our operations, including all subcontracted work, will be completed in accordance with all federal, state and local laws, as applicable.

▪ *Scope of Services/Work Summaries*

Post-Event Initial Actions Overview (Mobilization & Planning)

Within hours following a disaster event, an AshBritt senior manager and other key personnel will meet with City of Pompano Beach representatives. This meeting will serve as a valuable opportunity for City representatives and AshBritt management to develop, beyond our pre-event strategies, a clear, specific approach to proceed with the recovery at hand as efficiently, safely and cost-effectively as possible.

Specifically, the meeting will help to reinforce and establish, at a minimum, priorities for our scope of work, estimates of resources to execute the recovery, priority areas for response and clean-up, confirmation of locations and site plans for temporary disposal sites, proposed lines of communications, assignment of inspectors, specific work and safety rules and hours of operation. Further, project submittals, periodic reporting, public relations guidance and planning for public announcements and notices, as well as any review of applicable FEMA (and other) guidelines and regulations will be discussed.

During this critical time, AshBritt will make available our company aircraft, vehicles, personnel and other resources to assist the City with their rapid needs and immediate damage assessment. Should there be a need, AshBritt will coordinate the mobilization of emergency supplies and temporary shelter and facilities.

Emergency Road Clearance (Push)

AshBritt will mobilize immediately to initiate and conduct, under a supplied plan, emergency road clearance of debris ("first push") from pre-specified primary transportation routes as soon as it is safe to enter work zones (generally, within 6 to 12 hours or sooner). Street clearance is basically accomplished by removing large debris from public roads and complexes and stacking it on public rights-of-way (ROW). Generally, debris will not be collected during this stage, though under certain circumstances debris removal may be conducted.

The primary goal here is to create immediate safe passage for emergency response vehicles and equipment. Mechanized rubber-tired lifting and pushing equipment and specialized ground labor with chainsaws and other hand tools are used to complete this phase of work. We will use our own equipment and tools as well as local subcontractors who are under standby contract with us. Estimates from the initial damage survey will determine the required response necessary to facilitate a rapid recovery. We will escalate equipment and crew sizes to the appropriate level to execute this task. Based on the initial survey, crews will be deployed to areas with the greatest damage and need. The triage method of deployment will apply under all scenarios, ensuring that emergency routes are expeditiously cleared to minimize safety hazards and risks to public health.

Rapid road clearance is achieved through pre-planning and coordination with the City of Pompano Beach, the local workforce and first response subcontractors. Critical pre-specified clearance routes are generally prioritized to target: first, access to hospitals, fire stations, police stations, designated public shelters, airports and other vital public facilities; second, access to essential public and private utility facilities and systems; third, clearance of major arteries; and last, clearance of residential streets and byways.

AshBritt senior management and field supervisors will oversee this critical phase of the recovery, while continuing to assess

the damage via "closer-look" surveys. Crews will be instructed to protect to the greatest extent possible existing undamaged City infrastructure. Any damage that occurs will be documented, reported to the City and rectified in a timely manner. Crews will also be mandated not to interfere to the best of their abilities with the disaster response activities of any governmental agencies or public utility. Further, they will be instructed and drilled to segregate debris to the greatest extent possible, while minimizing the obstruction of driveways, side streets or utilities of any kind.

During this phase, crews will be required to work a minimum of 12 hours per day, though we may arrange for longer schedules if the work is warranted. This phase of the operation is typically completed within 72 working hours (3 to 7 ten hour days) after a declared disaster event. Depending on the magnitude of the disaster, however, full clearance could take longer. Regardless, we will make a concerted effort to complete this task in the most expeditious manner, ensuring that the City maximizes its reimbursement for this phase of work.

Lastly, we will report daily to the City all sub-contractors, certified equipment numbers, volumes of trucks and equipment in use, as well as the number of working personnel. These reports will include daily and cumulative hourly statistics on the number of hours worked clearing debris. The cumulative and daily statistic totals for each equipment type will be reported separately. We will ensure all reporting submitted to City representative is audit quality.

Debris Removal from Rights-of-Way and Public Property

Our prime task for the City of Pompano Beach in a disaster recovery will be debris collection and removal from the public right-of-ways (ROW) and other City property. AshBritt will begin mobilizing personnel, materials, and equipment to or near the City region as soon as a disaster event is deemed imminent. Arriving equipment will be directed to a central "rally point" for measurement and safety certification prior to assignment and deployment.

All applicable information for hauling vehicles will be recorded on a detailed *Truck Measurement Record* form. A digital photo will also be taken. The City or its representative will oversee the process and approve each entry. Information recorded will include: vehicle tracking number; license plate; operating company; driver name; vehicle measurement; vehicle sketch; hauling capacity in cubic yards; and official signatures. A vinyl placard bearing the AshBritt logo and showing the vehicle tracking number and the calculated volume capacity (in indelible ink) will be adhered to the side of the vehicle.

Collection crews are deployed, generally within 48 hours, to pre-established zones. The initial damage assessment typically determines the areas with the greatest needs. We prioritize our crew assignments around these needs. We will conduct strategic meetings with City management and all collection crews prior to dispatch. City management is apprised continually of all progress, and any special requests they may have are swiftly and appropriately addressed. Generally, all disaster generated debris on public property and public rights-of-way, including debris placed on rights-of-way by residents, is eligible for collection. Ultimately, however, the City and FEMA will determine debris eligibility on the project.

Given the typical diverse make-up of a debris stream, vegetative debris is segregated from non-eligible and other debris to the best extent possible at the loading site. Construction and Demolition (C&D) debris, mixed debris, and other non-hazardous debris is separated further at the disposal site. All debris will be mechanically loaded and reasonably compacted; we do not permit hand loading.

Debris collection and hauling is the most important aspect of disaster recovery operations, after all immediate public health and safety hazards have been abated. Collection crews are highly visible to the public and the potential for damage to private property is greatest during this phase. It is critical that work is conducted in the most efficient method possible. Following proven operating guidelines and procedures ensures that the public receives the best service in the most economical manner.

Debris Removal from Private Property (Right-of-Entry)

Private property debris removal (PPDR) or right-of-entry (ROE) work is periodically authorized by FEMA for reimbursement under certain, special conditions. If a homeowner cannot reasonably achieve the remediation of hazards posing immediate threats to public health and safety, PPDR may be authorized. The process of authorization generally entails the completion of an application by the rightful owner, or authorized agent, of the said property. This application will contain as a matter of course a hold harmless indemnification for all parties involved and a duplication of benefits clause.

AshBritt can assist the City with the requests for PPDR work, interpretation of the PPDR eligibility criteria, PPDR rules for the current disaster, and the documentation necessary to authorize work on private property. We have a long history of assisting communities and their residents with this often time cumbersome process. In fact, we are more qualified and intimately familiar with PPRDs than any other contractor in our industry, as we were responsible for managing and completing an unprecedented number for our Mississippi recovery mission, approximately 29,000. The crew composition for PPDR work differs from the crew composition for ROW debris collection. Crews generally consist of specialized personnel

(chainsaw operators, tree climbers and arborists) and aerial reach equipment (bucket trucks, winches and cranes). Depending on the potential hazard, engineers may also be brought in to mitigate any further damage.

Household Hazardous Waste and White Goods Collection

After a disaster event, the destruction of residences, residential garages and sheds or storage facilities will produce quantities of household hazardous waste (HHW) and/or white goods that must be separated from storm-generated debris. AshBritt crews have been trained to identify HHW during ROW and PPDR collection as well as TDSRS debris separation activities.

All HHW and white goods will be segregated at the loading site and at the TDSRS. At the TDSRS such will be separated by type and stored in a containment area prior to proper disposal. Disposal will comply with all local, state and federal regulations and laws. Additionally, we can assist the City in establishing and setting up "citizen drop sites" for the collection of such materials. We will take all precautions to prevent the release of such materials into the environment by providing impermeable, lined storage areas at such sites. Then, if required, by the City we will properly dispose of the materials and remediate such sites.

For our Mississippi mission, approximately 25,000 white goods were segregated, decontaminated, baled and recycled or disposed of lawfully. Additionally, any HHW collected as part of our debris stream was properly contained at our temporary storage sites and lawfully disposed of in permitted landfills. Other items within the debris stream that required special handling included e-waste (i.e., computers, TVs and other electronic items), lawn mowers (and fuel) and tires (customarily not part of the eligible debris stream). We collected and disposed of these under the applicable project guidelines and rules.

Hazardous Material Containment & Abatement

Our *Special Environmental Services Division* can provide temporary containment of any storm-generated hazardous waste. Following Hurricane Wilma, we were responsible for the cleanup of four petroleum discharges caused by debris during the storm. We conducted the following for the project: Free Product Recovery, Contamination Assessment Reports, Initial Remedial Actions, Remedial Action Plans, Contaminated Soil Excavation Removal, Transportation and Disposals Groundwater Monitoring, and Site Restoration.

John Noble, AshBritt's COO, is an Environmental Engineer with a Masters Degree in *Solid and Hazardous Waste Management*. He personally supervises all remediation activities conducted by AshBritt and/or our teaming partners. Furthermore, as stated above, our equipment operators and field personnel are OSHA certified and have completed the HAZWOPER training.

Hazardous Waste and Waste Spills Reporting

Upon occurrence and when applicable, AshBritt will report to the City all identified hazardous materials or any hazardous waste spills. We will fully remediate and clean all hazardous materials or waste spills that occur during our operations at no additional cost to the City. We will take immediate containment actions, as necessary, to minimize the effects of any spills or leaks. These activities will be in full accordance with applicable federal, state, and local laws and regulations.

AshBritt will report any and all spills to the Florida Department of Environmental Protection (FDEP) and the City immediately following discovery. We will then submit a written follow-up report to the City no later than 7 days after the initial report. The written report, at a minimum, will include the following:

- | | |
|---|---|
| Description of the material spilled (including identity, quantity, manifest number, etc.). | Duration of discharge. |
| Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported. | Containment procedures initiated. |
| Exact time and location of spill, including description of the area involved. | Summary of all communications the Contractor has had with press, agencies, or government officials other than City. |
| Receiving stream or waters. | Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue. |
| Cause of incident and equipment and personnel involved. | |
| Injuries or property damage. | |

Hazardous Stumps Extraction and Fill Dirt

All uprooted, eligible stumps on public right-of-ways larger than 24 inches in diameter measured 24 inches in height above ground including the root ball, identified as hazardous by the City, will be removed, loaded and transported to the TDSRS.

A City representative will inspect the stump and measure the diameter above the root ball. The stump measurement, specific

point of origin (GPS coordinates), and any notes by the City representative indicating the nature of the stump hazard must be added to the special stump load ticket for proper documentation. A photographic record is required. Proper documentation for eligible hazardous stumps is paramount for FEMA reimbursement. AshBritt will strictly comply with FEMA Recovery Policy - RP95 23.11, Hazardous Stump Extraction and Removal Eligibility, with respects to all hazardous stump removal from approved property.

Our specialized crews will typically consist of heavy loading equipment (i.e., wheel loader, backhoe, crane, etc.), a lowboy trailer and a dump truck holding fill material. Voids created by stump extractions will be filled with comparable and suitable material, usually purchased locally. Ruts and depressions inadvertently caused by contractor equipment and voids created by stump removals will be filled with suitable material and reasonably compacted to grade.

For our Mississippi mission, alone, we extracted approximately 24,000 hazardous stumps, while backfilling over 40,000 voids.

Hazardous Leaning Trees and Hanging Limbs

Hazardous leaning trees on public right-of-ways will be identified, measured (diameter), and documented by the City. Crews will saw-cut as necessary to trim and truncate such trees to facilitate loading. Leaning trees on private property that are encroaching onto the ROW will be saw-cut at the private property when safe to do so. Only the encroaching portion will be removed.

Hazardous trees on private property posing an immediate threat will be addressed on a per case basis. Under an executed waiver and hold harmless agreement, we will remove trees and limbs that have fallen on homes or are threatening to fall on homes as a result of a disaster. Hazardous hanging limbs ("hangers") on trees located in the ROW will be identified and documented by the City similarly. Generally, hangers are surveyed, located, assessed and logged for a special deployment of crews comprised of bucket trucks and climbers with chainsaws and all necessary personal protection equipment. We will provide sufficient field supervision and quality control for this phase of work.

This phase of work will be conducted in an orderly progression, and we will not move from one designated area to another designated area prior to completion of work and to receiving authorization. We will not enter onto private property during performance of this contract prior to receipt of an executed right-of-entry (ROE).

Temporary Debris Staging and Reduction Site

All activities associated with massive debris clearance, removal, and ultimate disposal operations depend upon the availability of suitable temporary debris staging and reduction sites (TDSRS). Identifying these potential sites before a natural disaster will expedite and facilitate debris removal and subsequent volume reduction and disposal activities. If sites are not yet identified, an experienced AshBritt representative will assist the City in the identification and selection of potential TDSRS.

In congested urban areas where large, prototypical sites are unavailable, the use of multiple TDSRS, twenty-four hour operations, and immediate removal of separated and processed debris can help alleviate the constraints of smaller temporary disposal sites. AshBritt has proven success in establishing and managing single large and multiple small disposal sites.

Baseline Data. Prior to site preparation and activation, AshBritt will assist in establishing baseline data to document a site's pre-use condition. This entails taking ground or aerial video or photographs, noting important structures, fences, culverts and landscaping, analyzing random soil samples and ground water samples. We will evaluate the topography and soil/substrate conditions to determine the best layout for site activities. We will also attempt to limit the modification of the site in order to minimize site closure and restoration costs. Moreover, as part of our initial site assessment we will contemplate environmental factors such as noise, dust, smoke, erosion control, storm water runoff, wetlands, historic preservation, endangered species, and traffic and safety controls.

Site Plan. AshBritt will establish and submit for approval a site plan and operating procedures for the TDSRS. The plan and operating procedures will include: site preparation, including any clearing, grading, and erosion control; identification of ingress and egress; interior road system design, utilizing any existing roads; traffic flow and control; a roofed inspection tower, sufficient for a minimum of three inspectors to monitor incoming and outgoing loads site layout and debris segregation plan, including separate bermed containment areas lined with impermeable material for the storage of HHW, ash, and fuel, "clean" debris area for woody debris and burnable C&D awaiting reduction, storage areas for metals and white goods, storage area for non-burnable debris awaiting transfer to final disposal, debris reduction area with appropriate setbacks and safety zones for the type of reduction (burning or grinding); appropriate signs, cones, safety barriers and caution tape identifying safety zones; a first aid station; site security and

fire prevention measures; activation date/time and daily hours of operation, and site management team with 24 hour contact numbers.

Debris Reduction. AshBritt can provide several vegetative debris reduction options. These include air curtain incineration and reduction by grinding. We consider logistical and environmental concerns, as well as the potential disposal outlets when deciding. For the City, reduction by grinding would be our recommended method. This involves using industrial tub or horizontal feed grinders powered by up to 1,000 hp diesel engines. A grinder will process up to 400 cubic yards of clean woody debris per hour, reducing the volume by approximately 4 to 1. Air curtain incineration is a method of burning clean vegetative debris. It is accomplished by constructing a pit, either digging below grade or building above grade (if a high water table exists), and by using a powerful blower unit. The blower will propel air at a velocity exceeding 120 mph, and will deliver 20,000 cubic feet per minute to the fire to create a "curtain effect". The air traps smoke and small particles, circulating them to enhance combustion. Temperatures can exceed 2,500 degrees. A single pit is capable of processing over 200 cubic yards of debris per hour at a 20 to 1 reduction. Several pits may be constructed at one reduction site to exponentially increase the aggregate reduction capacity. The resulting ash residue may be used as a soil additive by the local agricultural community or disposed in a landfill licensed by the State to accept ash.

Maintenance. AshBritt will maintain the TDSRS as necessary to ensure safety and minimize environmental impact. Normal maintenance will include: adding rock to roads for stabilization, modifying road system as needed, installing silt fences or berm systems to divert rainwater and protect areas from runoff and loss of topsoil, replace liners under stationary equipment, document and rectify any accidents, spills, or environmental mishaps that occur. Additionally, we will supply site security and appropriate fire prevention measures when necessary.

Site Closeout & Restoration. Each TDSRS will eventually be cleared of all debris and restored to its pre-disaster condition and use. AshBritt will test soil and ground water to compare to the pre-disaster baseline, verifying that no long-term environmental contamination is present. Our basic closeout steps are: remove all debris, stored material, and unnecessary equipment from the site; conduct an environmental assessment; develop a restoration plan; submit for review and approval by the City; execute the approved plan; obtain acceptance from the City and execute the site closure documents. Closeout and restoration is generally completed within 30 days of receiving the last load of incoming debris.

Debris Management & Disposal

All debris collected by AshBritt during disaster recovery activities for the City will be disposed of in accordance with all applicable state, federal and local laws, codes, standards, and regulations. A description of the most common types of debris generated in recovery operations and the anticipated disposal method are detailed as follows.

- * **Mulch from woody debris reduced by grinding** – Potential beneficial uses include utilization as a fuel for industrial heating or cogeneration plants, land cover, and agriculture additive. If no beneficial use is available, mulch will be disposed of in a licensed landfill.
- * **Ash from woody debris reduced by burning** – Potential beneficial use as agricultural soil additive. If no beneficial use is available ash will be disposed of in a licensed landfill.
- * **Construction and Demolition material** – This waste stream includes concrete, asphalt, gypsum, wood waste, glass, bricks, roofing tile, and asphalt roofing tile. Some of this material can be separated and recycled if recycling contractors are readily available and market conditions are favorable. C&D that cannot be recycled will be disposed of in a licensed landfill.
- * **Metals** – Most ferrous and non-ferrous metals are suitable for recycling. Metal maulers and shredders can be used to shred trailer frames, trailer parts, appliances and other items. Metal that cannot be recycled will be disposed of in a properly licensed landfill.
- * **White Goods** – Household appliances can be recycled as part of a metal recycling program and can be recycled for parts by used appliance dealers. Appliances that cannot be recycled will be disposed of in a licensed landfill. Prior to disposal, certain appliances (freezers, refrigerators, coolers, AC units) will have CFC refrigerants and motor oil removed by a licensed contractor.
- * **Soil & Silt** – Collection of disaster generated debris, especially vegetation will include various amounts of soil and/or silt. Careful debris separation at the TDSRS possibly including the use of screens can remove the soil and silt, which will be stored onsite for backfilling ruts and voids created by stump removal. Remaining soil and silt will be used in the TDSR site restoration.

- **Household Hazardous Waste** – HHW may consist of common household cleaning supplies, pesticides, motor oil, lubricants, transmission and brake fluids, gasoline, anti-freeze, paints, propane tanks, oxygen bottles, and batteries. HHW will be separated from the general waste stream and stored in a lined containment area. Technicians will segregate incompatible chemicals and properly store or pack the waste for transportation to a facility specially permitted to accept hazardous waste.
- **Hazardous Waste** – Hazardous waste will be contained, collected, containerized, manifested, and transported to a facility specially permitted to accept hazardous waste.

▪ **Additional Debris Management Detailed Information:**

Recycling Plan Overview

As is widely known, major catastrophic disaster events such as category 4 and 5 hurricanes, will yield massive and unwieldy amounts of diverse debris. It is important when planning for the disposition of disaster debris to remain environmentally conscious and to maximize to the greatest extent possible the diversion of debris from disposal in landfills. With sufficient pre-planning more options and greater opportunities are made available for the potential to recycle or to find beneficial uses for a greater percentage of the disaster debris stream. Though a challenging goal, maximizing diversion will minimize landfill space utilization, recover usable resources, conserve natural resources and potentially reduce costs of the overall recovery. Upon award, AshBritt will refine its recycling plan and reach out to local recycling businesses and non-profits to find available markets for potentially recyclable materials. Additionally, we will continually monitor and develop those relationships.

AshBritt, Inc. is dedicated to assisting its clients with the development or review of strategic local recycling plans. Our goal is to devise a reasonable, area-specific plan that can be readily implemented and realized. The foundation of our strategy and approach is delineated below, where we address vegetative and C&D debris, white goods, metals, tires, and e-wastes, amongst other materials.

Upon an NTP we will refine our strategy to propose realistic targets by debris category for achievable recycling and reuse. These goals will be relative to the total estimated debris stream for the event. In addition, if feasible and applicable for any recovery mission, a strategy may be proposed to negotiate an amount of any gains in revenue from recycling or reuse alternatives to be returned to the City of Pompano Beach as a cost offset. As expressed above, AshBritt will follow best management practices in reducing all disaster generated debris to maximize the potential for recycling and beneficial use.

Recycling of Disaster Debris

AshBritt is fully capable of and prepared to maximize diversion of recyclable material generated from disasters. The degree of separation and recycling depends on:

- Quality and quantity of debris.
- The existence and proximity of recycling programs. Large quantities may overwhelm local markets.
- The availability of markets and practical end-uses.
- Politically necessary expedience of recovery may reduce priority given to recycling.
- Cost associated with the separation of recyclable material.

AshBritt has vast experience in recycling debris and is operationally prepared to do so. Following an event, a key individual is identified on the AshBritt team who has responsibility to:

- Act as a liaison with City representatives to determine strategy and goals.
- Educate employees and subcontractors.
- Determine process at curbside; assist with Public Information Plan.
- Identify locations and process at Temporary Debris Storage and Reduction Sites (TDSRS).
- Identify recycling markets.

The type and degree of event will dictate the quality and type of recyclable material. The material that may be recycled and its beneficial use are:

- **Asphalt** – Can be recycled to new asphalt pavement or used as clean fill on or off site if regulations allow.
- **Construction & Demolition** – Divert as much as possible from this category with metals being smelted and other materials segregated for recycling or disposal.

- *Concrete/Aggregate* – Crushed concrete, rubble, masonry can be used as an aggregate for use as a base or fill material. Larger sections of concrete can be used as materials for reefs, to armor shorelines and for bank stabilization for erosion control (Riprap).
- *Earth/Soils* – Screening debris at the TDSRS reduces the amount of earth that would be deposited in landfills. Earth is also expensive to transport.
- *Electronic Waste (E-Wastes)* – Will be collected separately at the curbside and brought to the TDSRS for packing in Gaylord or similar boxes for transportation to a recycling facility.
- *Metals* – Recycle by selling scrap to dealer who will smelt the metal for reuse.
- *Roofing Materials* – Can be used as an aggregate in asphalt pavements. Must be free of asbestos.
- *White Goods* – Separated at the curbside and transported to the TDSRS. Freon to be extracted and recycled while putrid waste will be removed and disposed of. White goods to be transported to a recycling facility.
- *Woody Material* – Material can be reduced by grinding and chipping. The mulch can be used as a fuel in biomass boilers/cogeneration plants, as a soil enhancement in agricultural applications and commercial resale (composting). Mulch used in agricultural applications must be free of paper, plastics and dirt (ten percent or less contamination). There is a benefit to solely reducing the material as it has a decreased impact on the landfill. The material can also be burned and the ash utilized for soil enhancement in agronomic applications. Further, mulch can be used in land applications as a stabilizer or for erosion control.
- *Tires* – Segregate tires at curbside for transport to TDSRS for storing. Transport bulk to recycling facility for use as material in asphalt, floor tiles, hoses, landscaping material, playground material and countless other applications.

Material can be segregated at the curbside, residential drop off sites and at a TDSRS. Source segregation is key to avoiding contamination and increasing product marketability.

- **Curbside Segregation:** A key component to maximize source segregation at the curbside is for the governing authority to provide Public Service Announcements (PSA) to the residents. The "Picking Up the Pieces" illustration and guideline provided herein is ideal for educating residents in the different types of debris and how to segregate those at the curbside. Some HHW may be recyclable (e.g. paint, batteries, compressed gas) while other materials have to be disposed of pursuant to local, state and federal law.
- **Debris Segregation Crews:** AshBritt will deploy debris segregation crews (DSG), when applicable and necessary, to maximize curbside segregation. AshBritt has the capability to segregate debris at the curbside. Hand salvaging will yield more recyclable materials although time required to do so may be more than traditional processes. By using specialized trailers with individual bins, HHW can be collected curbside and kept out of the waste stream.
- **Residential Drop-off Sites:** By providing residents with a drop off site, debris can be more easily segregated with bins and containers for specific materials. This also reduces transportation expenses while removing hazardous material from the curbside. This supplements other programs and also reduces transportation expenses while providing residents with alternatives. Sufficient QC monitors would be stationed at the sites to ensure that only eligible debris would be accepted.
- **TDSRS Segregation:** Segregating debris at the curbside will significantly improve the overall reduction capability at the TDSRS. By further segregating debris at the TDSRS, resources can be concentrated in the segregation process. The segregation is performed in a location that is away from the general public and can be customized for expediting this process. Although segregation is more difficult to achieve as the debris has been co-mingled by the time it arrives at the TDSRS certain materials can be recycled prior to ultimate disposal (e.g. ferrous and non-ferrous metals, etc.) Spotters can be used at the TDSRS but only as a last line of defense. Once the easily salvageable material has been removed, the remaining debris is reduced and brought to a landfill for disposal.

To improve the efficiency of source separation and overall recycling success of the recovery, AshBritt will assist the City with a Public Information campaign that encourages residents to properly place and separate debris at the curb for contractor pickup. Following are the anticipated debris categories:

Household Garbage	Construction	Vegetation	HHW	White Goods	Electronics
Bagged Trash	Building Materials	Tree Branches	Oils	Refrigerators	Televisions
Discarded Food	Drywall	Leaves	Batteries	Washers and Dryers	Computers
Packaging papers	Lumber	Logs	Pesticides	Freezers	Radios
	Carpet		Paints	Air Conditioners	Stereos

Household Garbage	Construction	Vegetation	HHW	White Goods	Electronics
	Furniture		Cleaning Supplies	Stoves	DVD Players
	Mattresses		Compressed Gas	Water Heaters	Telephones
	Plumbing			Dishwashers	

Lastly, AshBritt has pre-established relationships with national and local recycling firms that can be called upon to provide markets for recyclable storm debris for example:

- Goodwill – Has established an initiative to seek economically and environmentally sound ways to recycle and reuse donated electronic equipment.
- Habitat for Humanity – Select locations operate Habitat for Humanity Home Improvement Stores. They accept new condition, residential or commercial, ready to install appliances, brick, block, carpet, doors, furniture, and fixtures. The items are then sold to low-income families at very affordable prices.
- New Hope Power Plant, South Bay, FL: Operates a cogeneration facility that utilizes woody material as fuel.
- Sun Recycling – Lantana, FL: Largest recycler of construction debris in South Florida. Separates and reduces C&D material resulting in the production of Recovered Screened Material (RSM) which can be used in residential, commercial and industrial settings provided that it is used in a manner approved by the FDEP.
- Waste Management Recycle America: Plastics, paper, e-waste, glass and metal at over 100 locations nationwide.

➤ Reporting

Various production and other operational reports will be supplied to the City throughout the course of the recovery. For instance, daily production reports will be submitted to the City by close of business each day and weekly summary reports of aggregate daily data will be submitted at each week end. The various reports will contain, at a minimum, the following information:

1. Contractor's Name/Report Date.
2. Location of completed work, of work for next day.
3. Equipment/Personnel Certification data.
4. Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance/Other).
5. List of roads that were cleared (Emergency Clearance/ROW multi-passes).
6. Number of crews/personnel (including number of trucks and loading equipment).
7. Types and numbers of equipment assets used.
8. Daily and cumulative totals of debris removed, by category and type.
9. Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s).
10. Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area.
11. Number of hazardous trees, hanging limbs, stumps removed.
12. FEMA, FHWA and other work segregated.
13. Right-of-entry tracking/completion (as applicable).
14. Problems encountered or anticipated.
15. Safety/Quality Control deficiencies (damage)
16. Safety/Quality Control training, certifications.

We will submit additional reports (and work summaries) to the City as we deem useful, or as may be requested. All reports will be supplied in electronic format, and they may be customized to meet ad hoc purposes.

For the purposes of federal audit (or other) requirements, we will maintain all logs, reports, records, truck certifications, debris load tickets, and Agreement correspondence in both hard copy and digital scan for a period of not less than five (5) years.

▪ **Sectoring, Multiple Passes & Closeout**

AshBritt will prepare, as needed, or review and revise existing *collection zone/area* maps of the affected area. Crew assignments to zones will be made in coordination with the City, prioritizing severely damaged, heavy debris volume areas.

▪ **Multiple passes, the process in brief:**

Generally, three coordinated and carefully managed collection passes through each zone is sufficient to remove all event-generated debris from the right-of-ways, but AshBritt forces will make additional passes as necessary to complete the cleanup. To the greatest extent practicable, we will fully and thoroughly clean areas upon each successive pass, not leaving any debris behind which may delay or snag production efforts.

The only debris that may be unattended would be debris requiring special handling, such as hazardous materials or stumps or trees. These may require specialized crews different from those used for general ROW collection. These crews, however, will follow the same methodology of "clean as you go" with respects to their specialized tasks.

This methodology of debris collection affords residents and local agencies ample time to coordinate and arrange for ensuing debris placement onto City right-of-ways. Daily reports, both GIS and manual, can be furnished to the City indicating each zone's headway status, including numbers of working crews, debris removal progress, and listings of closed-out streets.

City representatives will closely inspect each zone after the third (or final) complete pass, and will certify the zone as "all clear" of debris. Any deficiencies noted by the City will be resolved immediately, using remaining working zone crews or our "hot spot" crews.

▪ **Hot Spot Crews**

AshBritt has found it effective during past recovery efforts to assign one or more dedicated response crews, or *hot spot* crews. These crews will respond to exigent recovery needs. Typically, we use our own expert operators and equipment, as they are generally more accountable and diligent than hired subcontractors. These crews are most useful at the inception and at the close-out of debris recovery efforts; however, we will keep them on-call throughout the entirety of the operation. As we maintain a "clean as you go" policy, hot spot crew responses are typically reserved for emergency and special circumstances.

These crews are generally the last on the job, responding to *punch list* items and final cleanup requests. We highly encourage notifications from clients of urgent pick-up and debris obstruction safety matters, as it supplements our own surveying efforts. To assist in the identifying urgent dispatch matters, we urge our clients to establish a debris hotline to field and log reports. We can assist the City by establishing our own hotline and assigning responsibility to our Quality Assurance and Quality Control Supervisor. We will field calls for urgent pickups, damage claims, citizen drop site locations and general recovery information and log and respond accordingly.

▪ **Crew Composition**

The composition of debris collection crews necessary for a recovery operation is determined by the type and magnitude of the specific disaster event. Ice storms, tropical storms, and Category 1 hurricanes produce a debris stream of almost entirely vegetative material. The higher winds associated with a Category 2 hurricane will add whole trees, roofing material, signage, and light building material to the debris stream. Floods, tornados and Category 3, 4, and 5 hurricanes will create a debris stream that includes entire structures, building materials, silt, sand, household furnishings, appliances, household hazardous waste, and personal property. To execute an efficient recovery operation the composition of collection crews deployed must be appropriate to the composition of the debris stream.

Debris Type	Appropriate Collection Equipment
Vegetative Material	Self-loading Grapple Trucks
Light Const. Material	Self-loading Grapple Trucks
Whole Trees, C&D, Mixed Debris	Self-loading Grapple Trucks
Mixed Debris	Towed Knuckle-boom Loaders
Silt, Sand	Rubber Tire Front End Loaders
Hazardous Attached Stumps	Backhoe/Mini Loaders, Lowboy Trailer
Leaning Trees/Hangers	Bucket Trucks/Self-loading Grapple Trucks

Self-loading Grapple Trucks are the most versatile equipment available. With a crane lift capacity of 7,000 lbs., the unit has the ability to handle C&D as well as light vegetation and mixed debris. They can be used to self-load and self-transport, or to load other vehicles for transport. The grapple design limits damage to homeowner property and properly maintained they create no damage to primary or secondary roads. They require no special permitting and can be driven to any location and

can begin work immediately.

Towed Knuckle-boom Loaders are converted logging equipment and are very effective in handling whole trees, C&D, and heavy materials. They are towed by a tractor and used to load trailers for the transport of debris. Rubber Tire Front End Loaders are effective at loading C&D, mixed debris, silt and sand into transport trailers. Having significant dedicated first response resources allows AshBritt to ensure that the City can expect an immediate deployment of appropriate equipment whenever and wherever they are needed.

Type No. 1 – Appropriate for collection of all types of debris:

Self-loading Grapple Truck

Push Machine: (Skid Steer Loader or Bobcat)

Additional Haul Vehicles: (Number and size of trucks shall be assigned to crews depending on haul distance to the TDSR site)

Bucket Trucks (as applicable)

Saw men/Laborers/Flagmen

Crew Foreman

Type No. 2 – Appropriate for collection of all types of debris:

Multiple (3-5) Self-Unloading Dump Trucks/Trailers

Rubber-Tired Front End Loader/Tele-handler or other mechanical loading equipment

Push Machine: (Skid Steer Loader or Bobcat)

Additional Haul Vehicles: (Number and size of trucks shall be assigned to crews depending on haul distance to the TDSR site)

Bucket Trucks (as applicable)

Saw men/Laborers/Flagmen

Crew Foreman

Type No. 3 – Appropriate for heavy debris stream materials:

Towed Knuckle-boom Loader w/ rotating grapple

Push Machine: (Skid Steer Loader or Bobcat)

Additional Haul Vehicles: (Number and size of trucks shall be assigned to crews depending on haul distance to TDSR site)

Bucket Trucks (as applicable)

Saw men/Laborers/Flagmen

Crew Foreman

➤ Other Considerations: Labor, Equipment, Safety & Permits

AshBritt will supervise and direct all work and tasks using skillful labor and proper, lawful equipment. Under the contract, we will be responsible for the procurement, the timely payment and the compensation for all materials, personnel, taxes, and fees necessary to perform required scope of work. We will employ experienced and qualified local subcontractors, and pre-screen such to ensure quality. Our custom is to pay all of our subcontractors and suppliers in a timely fashion and in accord with contractual payment terms. Our Subcontract Agreement (Contract) will contain a clause that stipulates the weekly compensation schedule for services provided. There is customarily a one week lag upon commencement of work; thereafter, upon proper invoicing, subcontractors are paid weekly. All subcontractors are required to sign a *Release of Lien* with each payment. These can be forwarded to City representatives upon request.

AshBritt, by far, has the best reputation in the industry for prompt reconciliation and payment of subcontractors. This statement is validated by countless testimonies of subcontractors who have worked for multiple firms. We go as far as supplying both paper and electronic file invoices to assist our subcontractors with their billing procedures and ease their administrative burden. We will ensure the safety, through our safety program and procedures, of all employed personnel and equipment. We will operate in accordance with all state and local statutory requirements, and obtain all necessary licenses and permits to perform work, while determining which are required for given scopes of work. We will submit to the City copies of all permits acquired. AshBritt will quickly effect any corrective actions owing to any notices of violations issued against us or any of our subcontractors for unlawful or for improper actions or operations. Such corrections will not cost the City.

During recovery operations, we will not, nor will we allow our subcontractors, to store equipment and/or vehicles on public property without the consent and approval of the City. Furthermore, we will not allow overnight parking or camping on

public property. Upon project completion, we will remove or have removed all abandoned equipment used on the project from public and/or private property. We will address any subsequent issues with responsible subcontractors.

▪ ***Traffic Control***

AshBritt will be responsible for control of pedestrian and vehicular traffic in work areas. We will provide all flag persons, signage, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment will be in addition to the personnel and equipment required for other operational aspects.

Furthermore, we will post a minimum of one flag person to direct traffic at each entrance and/or exit of all work sites. Traffic control will conform to the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition, and the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards, latest edition. All equipment and materials utilized will be in accordance with FDOT regulations.

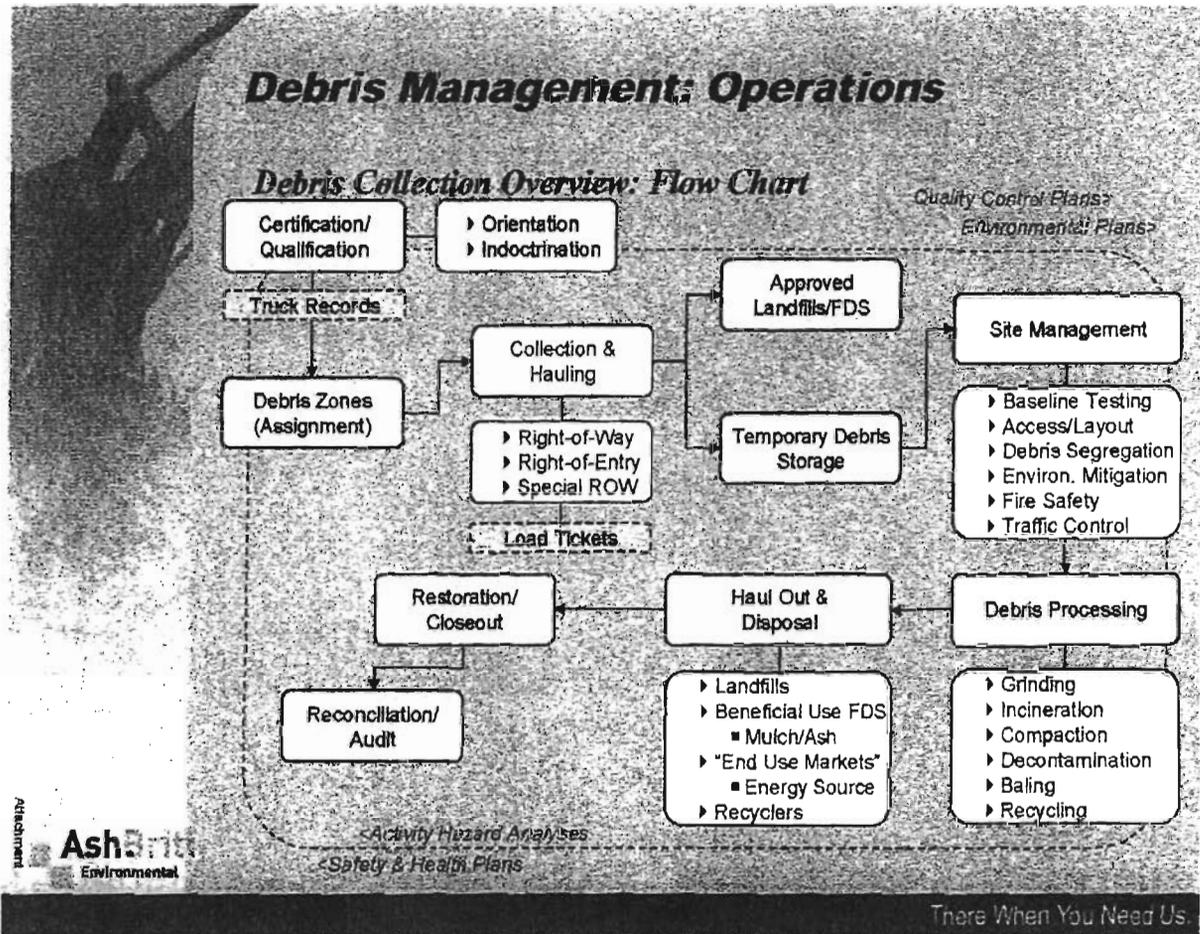
We will provide the City, as necessary, with copies of certifications for the conduct of traffic control operations on roads.

▪ ***Public Information Support***

As a function of our management plan, AshBritt will assist the City of Pompano Beach with the public relations challenges that occur after a disaster event. We view ourselves as a full-service partner during the recovery effort, and we can play a significant role in the formulation of strategies with regard to public information and announcements, public appearances, commission meetings, and briefings. The use of Public Service Announcements (PSAs) and/or other audio, visual and written vehicles to inform the public of all ongoing and planned response and recovery activities is critical. AshBritt will assist in developing a public information program if requested. As the time directly following a disaster is both traumatic and frenetic, it is prudent to establish a program well in advance of an event. Strategies for this campaign can be discussed and formulated during our annual pre-planning and training sessions, and easily reviewed and rehearsed throughout the off-season.

Vital information that should be disseminated includes: proper public debris placement and segregation, work and debris pickup schedules, citizen drop-off site locations (parks, fields, etc.), and established hotline numbers for reporting damages and public safety hazards, and for requesting special pickups. As a rule, any valid dissemination of information is better than no information flow at all, and regular updates are important to the progress of recoveries. It is the best interest of the City and its residents to have the most current and accurate information regarding the recovery effort from inception to completion. With our past experience and tracking systems, we are able to generate accurate, valuable information throughout the course of any recovery to ensure that the public is kept informed of all salient information. AshBritt has been successful in assisting many of our clients with professional consultation, supplied graphic materials, and fact sheets.

▪ Debris Collection Overview: Flowchart



Disaster Response & Recovery Services - Event Profiles, Work Methodologies & Mobilization Strategy Overview

The City of Pompano Beach, Florida

Note: AshBritt, as a rapid response disaster recovery specialist, can respond to each Scope of Work as delineated. Below we summarize each level of response and respective methodologies. Greater detail of the scope of work for each scenario and applicable mobilization goals are discussed in detail throughout the proposal.

No.	Description of Event	Scope Of Work/Methodologies
1.	Spot Jobs - Localized	AshBritt may be called upon to provide assistance in cleaning, removing, collecting and/or hauling localized clean, woody storm debris. Work would most likely be executed assisting local government resources. Less extensive management and technical support would be required. Local contractors would likely be available and deployed.
2.	Small Event - Widespread or City-wide	AshBritt will provide all necessary supervision, labor, and equipment to haul, recycle, and/or dispose of all types of debris with its own resources, except that Government land may be provided for temporary storage. A comprehensive management team would be deployed. Local contractors, to a greater extent, would be deployed.
3.	Significant Event - Removal, Reduction, Hauling - Woody Debris Only - Widespread or City-wide	AshBritt will provide all necessary supervision, labor, and equipment to remove, reduce (grind & mulch) and haul clean woody debris to a disposal site designated, managed & operated by a Government agency or Contractor. A larger, comprehensive management team would be deployed. Local contractors would be deployed to the greatest extent possible. AshBritt reserve subcontractors and personnel would be deployed to a greater extent.
4.	Significant Event - Removal, Reduction, Hauling & Separating Mixed Debris - City-wide	AshBritt will provide all necessary supervision, labor, and all equipment to remove, reduce (grind & mulch) and haul woody debris to a disposal site designated, managed & operated by a Government agency or Contractor. A larger, more specialized, comprehensive management team would be deployed. Local contractors would be deployed to the greatest extent possible. AshBritt reserve subcontractors and personnel would be deployed to a greater extent.
5.	Catastrophic Event - City-wide Removal of Mixed Debris - Vegetation, Heavy C&D and Environmental Waste	AshBritt will provide all necessary supervision, labor, and all equipment to remove, reduce (grind & mulch), recycle and haul mixed debris to multiple disposal sites designated, managed & operated by a Government agency or Contractor. A more expansive and specialized comprehensive management team, as well as specialized consultants, would be deployed. Local contractors would be deployed to the greatest extent possible (many may be incapacitated). AshBritt reserve subcontractors and personnel would be deployed to the maximum extent. Recruitment and training will be made available to local residents adversely affected by the event for employment by AshBritt (various capacities). Non local contractors would be used to a greater extent, and phased-out as and if local contractors are able to recover.
6.	Catastrophic Event - Site Management - City-wide	AshBritt may be tasked to plan, setup, mobilize equipment, manage, operate and close one or more debris management sites City-wide, including burning operations. AshBritt would be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close-out. We will comply with all FEMA, federal, state, and local environmental and safety requirements, rules & regulations. Non local contractors would be deployed to establish sites. Local contractors will be used to greatest extent possible. Recruitment and training will be made available to local residents adversely affected by the event for employment by AshBritt at sites (i.e., spotters, security, flaggers, traffic control, etc.).
7.	Catastrophic Event - Total Management - City-wide	AshBritt will be tasked to combine site management & field operations listed above for the removal through disposal of mixed debris at multiple & different sites City-wide. All previously methodologies would be incorporated.
8.	Technical Assistance - Total Project Management - City-wide	AshBritt will provide all necessary Technical Assistance to City Representatives/Departments throughout and following an event. This includes, but is not limited to, assistance with documentation before, during & following an event, user-friendly worksheets (AshBritt, FEMA & State Forms) provided on disk and assistance with special projects/consideration. Additionally, AshBritt will provide annual seminars to train City Representatives with respect to documentation & procedures.

AshBritt Primary Mobilization Location Statement:

AshBritt's corporate headquarters are located in Pompano Beach, Florida. As discussed herein, we maintain pre-deployment commitments and teaming agreements with first-rate disaster recovery subcontractors and service providers across the nation. This allows us to strategically mobilize resources *wherever* a disaster may strike. We also have several mobile command centers which are deployed pre-event strike. Furthermore, we have strategic partnerships with subcontractors in Florida (many local), Georgia, North Carolina, South Carolina, Virginia, Texas, Louisiana, Oklahoma, Mississippi, Missouri, Arkansas, and Pennsylvania, as well as subcontractors in many western and northern states. Although these contractors are often vital to recovery efforts, they lack the financial standing, management depth and technical experience of a prime contractor.

Our mobilization efforts typically begin well before a predictable disaster hits. We will establish a pre-event "rally point" outside the affected zone, typically with a teaming partner, notify all first responder subs, then converge to the area once conditions are deemed safe. AshBritt senior management will be on-site in Seabrook within 6 hours (or sooner) of an event. As a practice, we discourage staging equipment within the potential strike zone, as the disaster may easily incapacitate said equipment. We typically establish our "rally points" 100 to 150 miles from the point of impact. These protocols will apply to all Scopes of Work (Scenarios) as illustrated here. Resources will mobilized be scaled based on continually assessed need.

➤ Response & Mobilization Overview

▪ *Disaster Response Plan*

AshBritt generally plans for two types of disasters. The first type is the predictable—or somewhat predictable—threat. With these there is advanced warning and the ability to monitor and track the situation prior to the event. These include hurricanes, tropical storms, floods and ice storms. The second type is the completely unpredictable threat. These comprise tornadoes, earthquakes, tsunamis, other natural events and man-made disasters.

Our response to disasters post-event is typically uniform and consistent, as we follow established guidelines and standard operating procedures. Logistical circumstances often vary following major events, so specific actions are sometimes altered and adapted to meet the circumstance. The guiding principles of response management, however, generally remain the same.

For predictable events, we are afforded the valuable opportunity to pre-plan and prepare for a more rapid, coordinated and efficient mobilization. We are able to get the proverbial “ball rolling” and alert, activate, prepare and ready for deployment our management team, staff, reserve staff, consultants, subcontractors and suppliers. A number of important action steps are considered during the pre-event pre-planning phase.

The pre-planning phase includes, but is not limited to, the following steps:

▪ *Pre-Event Planning Summary*

AshBritt Senior Vice President, Ralph Dahlgren, will function as the Senior Project Manager (SPM), and the primary liaison with the City will continue to be AshBritt's Regional Manager/SBE Liaison, Tim Mooney. Tim will function as the Project Manager (PM). 5 days prior to a possible impact the SPM will contact the City Debris Manager (CDM) to address these and other issues:

- Standby personnel, reserves in the region.
- Pre-assigned equipment in the region.
- Client base and commitments in the region.
- Anticipated special needs and other support services.
- Confirm landfill and transfer station locations, capacities and availability the region
- Initial notification of primary “first response” subcontractors and teaming partners committed to AshBritt response missions.
- If activated pre-event, the strategic “rally-point” staging of first responders to ensure the rapid deployment post-event, while protecting vital assets from the event.

Concurrently, our Disaster Response & Recovery Team (DRRT) will prepare, inventory and outfit the designated Emergency Response Trailer and/or Mobile Command Centers with all necessary equipment and supplies to meet the initial response project demands. These equipment and supplies include:

- All office supplies as anticipated.
- Project forms in sufficient quantities for a major event (both paper and digital).
- Pre-printed AshBritt truck certifications.
- Pre-printed AshBritt load hauling tickets.
- Copy machine and fax machine (and backups)
- Laptop computers and printers (as needed).
- High speed scanners and single scanners.
- Satellite dish(s) for internet service, wireless routers, accompanying equipment.
- Other communications equipment.
- Generators for temporary power.
- Short term fuel supply (as needed).
- Water, MREs and perishables.
- Sanitation supplies.

The DRRT, key personnel and standby crews are placed on a 24 hour alert.

Further details of our pre-event activities are included in our technical Activation Plans included below and our General Template for Initial Mobilization & Response Plan Table following in this section. These plans delineate the major guiding steps of our initial response, including alerting, notifying, coordinating and deploying all involved parties.

▪ *Post Event Actions Summary*

Our SPM and Project Manager (PM), as well as other vital management personnel, will mobilize to the affected area within 6 hours of the conclusion of the event, but the SPM or PM will maintain constant communication, as practicable, with the CDM or other designated personnel. Upon arrival, our SPM and/or PM will immediately meet with the CDM to discuss initial assessment and actions.

The first course of action is generally a field safety assessment to ensure emergency push operations will be conducted with minimal safety risks. The safety assessment is conducted as part of our initial damage assessment (this is typically cross-coordinated with other agencies and contractors). The initial assessment is generally accomplished by dividing the affected area into quadrants (or other major demarcated boundaries) and tallying the damage within each.

Once the damage assessment is complete, a preliminary recovery plan is prepared by the SPM and PM with input for priorities and expectations from the CDM. Consequently, resource needs are qualified and quantified; our SPM will then notify the AshBritt Operations Manager at our corporate office to commence mobilization of restoration and cleanup crews, as well as any special environmental mitigation crews. Crews will prepare all equipment and assets for mobilization and readily deploy within six hours (6) of AshBritt receiving a Notice to Proceed (NTP).

The DRRT will be ordered to mobilize when the SPM and CDM and staff have concluded the rapid needs and initial damage assessment. The SPM has the authority to commit the DRRT based solely on his judgment, with or without an official NTP from the City of Pompano Beach.

▪ *Notice to Proceed (NTP) and Mobilization*

Upon the issuance of an official NTP, the SPM will immediately mobilize the key personnel, equipment and assets that were pre-assigned during the pre-planning stage.

To ensure an immediate and efficient response, AshBritt will use its own and its coordinated local equipment from the affected area to conduct the initial emergency push and debris collection (if requested to assist).

Additional equipment and personnel will be mobilized to the affected area and will be ready to commence work, within 12 hours of the NTP. At a minimum, we will be fully operational for clearing debris to open emergency routes within 18 hours of NTP; we will establish adequate temporary storage site(s) and be ready to manage and receive debris within 24 hours of NTP; we will be fully operational for the reduction and disposal of debris within 72 hours of NTP; we will operate on an extended work schedule of 7 days per week from sunrise to sunset, or as safety permits (reduction operations may be conducted 24 hours per day, as deemed necessary and allowable).

The SPM, PM, and other key members of our DRRT will meet twice daily with the CDM and staff to discuss, amongst other recovery issues:

- Recovery and cleanup status and progress.
- Priority recovery issues and reassessments.
- Priority zones, facilities or sensitive areas.
- Public information dissemination.
- Public concerns or feedback.
- Environmental, safety and traffic control concerns.
- Additional equipment or personnel needs.
- Public Assistance process, when applicable.
- Project reporting and accounting.

The following Activation Plans were developed as general operational guidelines to ensure we meet a rapid, coordinated response to any disaster that may affect our clients. The plan consists of three distinct levels of response depending upon the nature and predictable impact of the disaster event.

Level One Activation (L1) is in response to an anticipated event such as an approaching hurricane, 1,000 miles or approximately three days out, with a projected path that could impact the City. At L1 activation the following actions are taken:

- The City Debris Manager is contacted by an AshBritt senior manager to discuss current emergency planning, potential evacuations, special needs, and to confirm emergency phone contacts.

- Telephone notification of L1 activation to all AshBritt Disaster Response Team members, employee reservists, independent compliance team, and subcontractors.
- Par levels of necessary disaster operation supplies verified.
- Initial response resource plan is formulated based on storm wind speeds, projected tides, and projected path.
- Review equipment inventory by stationed location and by operational status.

Level Two Activation (L2) is in response to a predictable disaster event such as a hurricane landfall, 500 miles or approximately thirty hours out, with a projected path impacting the City. At L2 activation the following actions are taken:

- The City Debris Manager is contacted by the AshBritt Senior Project Manager to discuss current emergency planning, plans for conducting initial damage assessment, special needs, and deployment staff to the EOC.
- Telephone notifications of L2 activation to all AshBritt Disaster Response Team members, employee reservists, independent compliance team, and subcontractors. All are ordered to prepare for a 24 hour post event response.
- Local lodging/accommodations contracts activated.
- Local and first responder subcontractors activated.
- Selected equipment recall for readiness inspection and safety check.
- Equipment transportation permits ordered.

Level Three Activation (L3) is in response to a known event or a request for immediate assistance from the CDM. AshBritt has been tasked to provide services and is on full alert status. At L3 activation the following actions are taken:

- Telephone notifications of L3 activation to all AshBritt Disaster Response Team members, employee reservists, independent compliance team, and subcontractors. Selected elements, as needed, are ordered to begin an immediate deployment to the City.
- AshBritt Disaster Response Team deploys to area.
- AshBritt assist, if requested, in conducting initial damage assessment.
- Equipment dispatch as directed by the City.

Important note: Disaster Response Team requests take priority over all other operations in which AshBritt may be engaged. The Senior Project Manager and Project Manager are empowered to make any decisions necessary to ensure an effective recovery operation for the City of Pompano Beach.

▪ **ROW Mobilization**

The following schedules detail AshBritt's commitment for crew deployment to the City. The quantity and type of crews to be deployed will be discussed several days prior to the event, and ultimately determined during the initial damage survey.

Category 1 & 2 Hurricanes:

- 60% of crews within 24 hours of NTP
- 80% of crews within 48 hours of NTP
- 100% of crews within 72 hours of NTP

- 75% of crews within 96 hours of NTP
- 90% of crews within 1 week of NTP
- 100% of crews within 2 weeks of NTP

Category 3 Hurricane:

- 50% of crews within 24 hours of NTP
- 65% of crews within 48 hours of NTP
- 80% of crews within 72 hours of NTP
- 100% of crews within 96 hours of NTP

Category 5 Hurricane:

- 20% of crews within 24 hours of NTP
- 40% of crews within 48 hours of NTP
- 60% of crews within 72 hours of NTP
- 70% of crews within 96 hours of NTP
- 80% of crews within 1 week of NTP
- 90% of crews within 2 weeks of NTP
- 100% of crews within 3 weeks of NTP

Category 4 Hurricane:

- 35% of crews within 24 hours of NTP
- 45% of crews within 48 hours of NTP
- 65% of crews within 72 hours of NTP

➤ General Template for Initial Mobilization & Response Plan

Purpose. The function of this Initial Mobilization/Response Plan Template is to provide a general timeline and direction, guidance and reference for the critical actions and requirements of our disaster response mobilization. The Plan represents a general guideline of the "muster" and mobilization actions that occur in response to a "predictable" event. As AshBritt's corporate offices are located 14 miles from Pompano Beach City Hall, our response time for most of these actions and activities will be shorter on many occasions.

Guidance. The guidance for this Initial Mobilization/Response Plan is consistent with the exigency to respond to an adverse emergency situation. It details the specific assignments for AshBritt management and other response personnel as it relates to the recovery effort.

Assumptions. It is assumed that all contracted work or special tasking's will be issued by the City of Pompano Beach. It is also assumed that the obligations of key City representatives and/or federal agencies will be carried out as per the City Debris Management Plan and/or the Stafford Act. Furthermore, it is assumed that this mobilization plan does not include actions reserved for or conducted by any unit of government.

Range. The Initial Mobilization/Response Plan incorporates those projected activities from a period three days prior to landfall until deployment and activation of debris collection crews to the City five days from the event.

Pre/Post Event Countdown		Activity or Plan Execution	Responsible Party	Subs (%)	Equip. Qty.*
Days	Hours				
-3	0	Initiate the City contact. Discuss plan overview, identify and confirm contact information for the City's Team, establish reporting and coordinating schedule.	Chief Operating Officer (COO), Senior Project Manager		
-3	0	Notify potential <i>First Responders</i> to begin preparation for activation.	COO		
-2	0	Initiate the City contact again. Discuss plan details and confirm responsibilities. Confirm local "rally point" for inbound vehicles and equipment.	COO		
-2	0	Organize AshBritt <i>First Responder Teams</i> . Instruct teams to prepare for immediate deployment.	Senior Project Manager (SPM)		
-2	0	Establish "hold points" 100 to 150 miles from the City out of the storm path where personnel and equipment can be staged.	COO		
-2	0	Inventory and distribute as needed: satellite phones, cell phones, laptops, GPS units, cameras, safety supplies, badges, and other individual support equipment.	Project Manager (PM)		
-2	0	Inspect and prepare equipment for transport, order permits as necessary.	Logistics Manager (LM)		
-1	0	Deploy <i>First Responder</i> personnel and equipment to the "hold point".	COO		
-1	0	Arrange for local post-event crew lodging or activate temporary housing provider. Activate local service and supply accounts.	Logistics Manager (LM)		
-1	0	Place "on hold" orders for office trailers, generators, scissor lifts, scaffolding, and other projected needs.	Project Manager (PM)		
-0	18	Initiate 18 hour update for the City, <i>First Responders</i> , Staff.	PM		
-0	12	Initiate 12 hour update for the City, <i>First Responders</i> , Staff.	PM		
-0	6	Initiate update 6 hour for the City, <i>First Responders</i> , Staff.	PM		
0	0	Maintain contact with the City. Receive available updates. Discuss preliminary damage reports.	COO/SPM		
+0	6	Deploy AshBritt Management Team to the City.	COO/SPM		
+0	6	Deploy personnel and equipment from "hold points" to pre-determined "rally point" within the City.	LM	20%	75
+0	12	Execute Notice to Proceed work authorization: the City/AshBritt.	COO, City Administration		
+0	12	Receive from the City a list of immediate life support needs to be	City Representative		

Pre/Post Event Countdown		Activity or Plan Execution	Responsible Party	Subs (%)	Equip. Qty.
Days	Hours				
		supplied (ice, water, power generation, other).	(CR)		
+0	12	Begin equipment certification at the rally point to include: Load volume certification, safety inspection and compliance, truck numbering, insurance certification, and digital photos of all trucks and equipment.	PM, LM, CR		
+0	12	Assist with preliminary damage assessment to determine quantity and composition of recovery resources needed.	COO, SPM, PM, CR		
+0	12	Deploy emergency clearance crews as directed by the City staff.	PM, CR	30%	113
+0	12	Assess damage to Temporary Debris Storage and Reduction Site (TDSR) sites. Confirm TDSR site selection and post-storm viability.	PM, CR		
+1	0	Approve site plans for development of TDSR sites.	PM, CR		
+1	0	Begin base line testing and development of TDSR sites. Open for debris delivery as soon as possible, minimally 24 hours.	TDSRS Manager (TDSRSM)		
+1	0	Establish the City collection zones for crew assignment.	PM, CR	40%	150
+2	0	Collection crew meeting. Set debris collection parameters for project, truck routes, TDSRS site status, reporting structure, quality control standards, safety concerns, chain of command.	COO, PM, CR		
+2	0	Assign Collection crews to zones. Begin debris collection.	PM, CR	60%	225
+2	0	Deploy the City debris monitors, and the City tower monitors.	CR		
+2	0	Deploy Quality Control Coordinators. Commence quality assurance and compliance program to identify, track and correct deficiencies.	Quality Control Manager (QCM)		
+3	0	Push continued; ROW collection ramp-up with emphasis on assessment priorities; TDSR(s) operations fine-tuned.	PM, CR	80%	300
+4	0	Priority emergency push completed; Full mobilization of resources; Continue ROW collection efforts; Begin Hazardous and Stump assessment removal.	PM, CR, et al.	100%	375
+5	0	Continual assessment, planning and progress; add additional resources as necessary.	PM, CR, et al.		

*Note: Approximation of total equipment units for a Category 3 debris generating event (Equipment will vary by type and hauling capacity). AshBritt will only use rubber-tired, self-loading and unloading trucks for cleanup efforts within the borders of the City; only the size (capacity) of utilized self-loading vehicles will vary based on the area of deployment within the City.

➤ Additional Support Services

As we know too well in Florida, major, wide-spread weather disasters can be totally devastating to stricken communities, warranting the need for more expansive support services. These are services above and beyond debris management. In many cases these services are necessary precursors to ensure a debris mission advances effectively, safely and efficiently. AshBritt is a full-service, single-source contractor that is able to coordinate and deliver turnkey emergency response, environmental remediation, and recovery and restoration services. Below you will also find examples of when we provided these critical services. Under one umbrella, we can minimize the worry and confusion surrounding a community's recovery, restoration and build-back needs following a major event. Through our own resources and through our teaming partners, we will ensure that these vital offerings are handled from beginning to end, completely and expertly. Following is a list of some of the ancillary support services that AshBritt can offer and supply, as needed for the City of Pompano Beach:

▪ Emergency Services

- *Emergency Water/Ice* – Supplies of water in gallon, 2-ltr bottles, or bulk potable water tankers; supplies of bagged ice (50-100lb), reefers/fridges, as needed, delivered to a central distribution points within 24 hours;
- *Emergency Housing* – Temporary housing and turnkey base camps to support local and out-of-area relief workers can be established within 48-72 hours following a major event;
- *Mobile Küchen & Shower Units* – As an extension to camps or as specific areas, these units, serving for disaster support workers and local representatives, can be delivered, set up, and powered by generators within 48 hours;
- *Canteen, Commissary Services and Meals Ready to Eat (MRE)* – Full canteen and commissary services, serving hot

breakfast, lunch (MRE), and hot dinner can be established, and expanded to support local relief workers;

- *Emergency Power Generation* – Temporary power generation for critical facilities can be delivered, set up, and maintained if the normal power supply is disrupted;
- *Emergency Satellite Service/Communication Infrastructure* – Satellite telecommunication service can be supplied, to a greater or lesser extent, contingent on the magnitude of the event and scope of damage. These services will support telephone and online internet access;
- *Emergency Fuel Supply* – Through strategic coordination and partnerships with wholesale fuel distributors, fuel can be supplied immediately and as necessary to maintain continuity of vital services;
- *Temporary Offices and Warehousing* – Mobile command centers, temporary offices and critical document and asset warehousing can be supplied in any configuration to meet local needs;
- *Emergency Barge Transport* – When major bridges and access routes to areas surrounded by water are damaged and transportation is impeded due to storm damage, vital equipment and supplies may require transport by barge;
- *Emergency Roof Tarping & Repair* – Coordination and work of temporarily patching roofs when permanent repairs cannot be made immediately, mitigating further damage;
- *Fire Suppression Support* – Provision of water trucks and personnel (including trained, certified firefighters) as necessary to augment local water supply systems. Trucks with minimum capacities of 2000 gallons, which are filled and outfitted with valves compatible with fire hose connections meeting NFPA standards.

■ **Marine & Remediation Services**

- *Sewer/Catch Basin Clearing* – Removal of storm-generated sediment/debris from storm water sewer systems aids the prevention of secondary flooding. Clearing is normally accomplished using industrial VacTrucks;
- *Marine Recovery* – Underwater search and rescue, vessel recovery, underwater welding and salvage, debris removal from canals and waterways, deployment of divers, deployment of remote operated vessel (ROV), deployment of barge and landing craft as work platforms for equipment and supply transport; In 2012, AshBritt was tasked by the State of New Jersey to remove vessels from the bay following Hurricane Sandy.
- *Dredging* – Mechanical and hydraulic dredging of canals, marinas and navigable waterways. AshBritt is a member of the Dredging Contractors of America; In 2013, following Hurricane Sandy, AshBritt was tasked with wet debris removal and dredging by the State of New Jersey
- *Mass Decontamination* – Decon of buildings and facilities after detection of bio/chem toxic, harmful agents.
- *Drying-in Services* – Emergency temporary dry-in of public facilities to include removal and disposal of affected building materials, securing structural openings, dehumidification and moisture abatement; In 2008 following Hurricane Ike, AshBritt was tasked by Orange County with providing building restorations services for 16 government buildings.
- *Mold Remediation* – Identification and remediation of mold in buildings and facilities.

■ **Other Restoration Services**

- *Vehicle, Boat & Vessel Containment & Disposal* – Removal, transport and disposal of abandoned vehicles, boats and other vessels to include aggregation staging, inventorying and indexing for easy location and retrieval. Information dissemination, owner contact, and supplemental investigations for proper disposition will be conducted. Scraping, decontamination and recycling of vehicles and vessels; AshBritt has a significant amount of experience removing abandoned vehicles. In 2012, AshBritt was tasked by New York City for a vehicle removal mission and transported 3,780 vehicles.
- *Dead Animal, Livestock, Fish Collection* – Collect and lawfully dispose of animal, bird and fish carcasses from public property and right-of-ways. Specialized crews are dispatched to specific locations where remains have been identified to collect, haul and dispose of all carcasses as directed by the City.

➤ Management Standards & Approach

Obviously, as a South Florida based firm, residing in the same county as Pompano Beach and having had our corporate offices in Pompano Beach, we have a vested interest in its expeditious recovery, and a true sense of "pride" and "ownership". As such, we will ensure we deploy a dedicated, highly qualified senior management team, headed by a firm Principal, to maximize project cohesion. Ralph Dahlgren has been identified as the Senior Project Manager and Tim Mooney as the Project Manager should we be activated by the City of Pompano Beach. Further, we will ensure we supply all the necessary equipment, manpower and resources to complete the mission as safely and effectively as possible. Also, as emphasized herein, AshBritt has an extensive network of local subcontractors and vendors from Pompano Beach and Broward and Miami-Dade Counties, all of whom have worked or served on past AshBritt recovery projects. They are familiar with and "indoctrinated" and accountable to our established SOP, which will facilitate our overall performance. Beyond our management and resource capacity, however, we are financially stable enough to support multiple, large-scale projects, which is probably our most critical ability.

The Project Management Team (PMT) we deploy for the City will be commensurate with the severity and magnitude of the disaster event. Disaster debris stream quantities and makeup and overall post-disaster conditions, as is well known in South Florida, will *always* vary. We will respond specifically and proportionately to any recovery with the appropriate personnel, organizational structure, equipment assets, communications structure, resources, and systematic plans of execution to ensure an efficient, rapid and safe recovery. For a large-scale recovery operation, we will deploy a broad, mostly specialized PMT to handle the complexity of an expanded recovery mission. For smaller events, when the recovery response is generally limited to the collection of vegetative debris, we will deploy a scaled-down PMT. Here, the PM will assume a greater share of overall responsibilities. Further, any deployed PMT will likely expand and contract over the course of the recovery, smoothly transitioning to achieve the optimal level of personnel.

AshBritt specifically assures the City that the management deployed for *any* recovery will be dedicated and sufficient to design the best *Management and Operations Plan* to meet the City's needs. The following standards, at a minimum, will be upheld for any recovery efforts in which we may be called upon to assist the City:

- **Rapid Deployment & Accessibility.** The quantity and quality of resources deployed to the City, as well as the speed of deployment of these will meet or exceed AshBritt's commitment to the City. We will make a full and concerted effort to effect an expeditious, safe and cost-effective recovery. Additionally, our senior management will be available 24/7 throughout the course of the project via various communication channels.
- **Common Framework.** As a known part of a larger effort and mutual aid response, best practices of cooperation, clear communication, collaboration, accountability and efficient use of shared and owned resources will be followed. Flexibility, visibility, and accessibility will be maintained.
- **Project Responsibility.** AshBritt senior management, whether a large or small team is deployed, will have full responsibility and the authority to direct all subcontractors and teaming partners who are involved in the recovery efforts. Management will be solely responsible for all means, methods, operations, safety matters and other project procedures over us and all subcontractors.
- **Regulatory Compliance.** All activities related to every aspect of the recovery operation will be conducted according to FEMA, federal, state, and local laws, regulations and guidelines. Any deviation from the guidelines, whether through negligence or willful intent, will be addressed and adjudicated immediately and decisively, as well as reported completely and in a timely manner.
- **Self Sufficiency.** AshBritt staff and subcontractors will maintain self-sufficiency with regards to housing, sanitation, food and lodging, as well as equipment safety, maintenance, repair and fuel by means that are consistent with local requirements and with common sense to minimize adverse effects and further disruption in the City.
- **Timely and Accurate Reporting.** Daily, weekly or other cumulative reporting, accounting and attendant reconciliations will satisfy the City's standards. The best available support technology and systems will be used. And all data, documentation, and invoices will be timely, accurate and audit quality. Transparency of the documentation and reporting process through full client access to our fully compliant and accountable debris tracking system, Debris Information Management System (DIMS).
- **Financial Control & Integrity.** AshBritt via the employment of our SOPs and plans, and the administration and enforcement of such by our PMT, will ensure the most efficacious and cost-effective means of recovery performance. Further, with our sound financial standing, lines of credit, and streamlined DIMS tracking system we will be able to

rapidly and accurately compensate our subcontractors during the outset of any disaster event. Moreover, DIMS seamlessly segregates debris quantities (and types) from multiple contracts, including Federal Highway Administration (FHWA) debris quantities where applicable.

- **Qualified Technical Assistance.** Guidance offered by the *Technical Assistance Team* will be timely, consistent, thorough, and accurate, resulting in the full realization and reimbursement of all eligible claims in the shortest possible time frame. The *Team* will participate to the greatest extent allowable by the City and by federal and local authorities to offer the greatest support and assistance throughout the funding process, while at the same time maintaining the highest level of neutrality and integrity.
- **Safety & Health.** Operational safety, health and accident prevention measures will be in effect and reinforced daily by all active personnel. These measures and procedures will be reiterated weekly during planning meetings, or as needed. All PMT members and all AshBritt personnel, not just our Health and Safety Officer, will be empowered to address any potential unsafe conditions or actions. Immediate, swift action will be taken to correct any safety deficiency, while maintaining the utmost respect for all workers. Safety of citizens will be considered paramount.
- **Deficiency Response.** Project deficiencies (public or private collateral damage) will be posted, tracked, and reported in a timely manner to the City. Reports will fully describe the deficiency, supply evidence of a 24 hour response, of the conflict resolution, and of the corrective action to prevent future occurrences. Releases of repair or monetary settlements will be supplied to the City representative in a timely fashion.
- **Project Organization.** The recovery will proceed in accordance with a flexible, modular, coordinated and objective plan of action that can be easily adjusted or scaled to accommodate an ever changing recovery environment and mission. Operations, as most practicable, will be efficient, unified, and cost-effective, meeting the full and utter approval of the City. And deviations from the City's expectations or standards will be corrected in the shortest time possible.
- **Site Quality Control & Assurance Overview**

AshBritt employs a team of Quality Control Supervisors (QA/QCs) to monitor the overall safety and quality standards of the operations in the affected work area (debris collection zones, temporary disposal sites, and other public or private property, as applicable). QA/QCs enforce FEMA guidelines for debris eligibility, safety, project work rules, compliance with applicable laws, and timely follow-up to homeowner complaints and concerns, as well as specific City requests.

Specifically, QA/QCs assist in overseeing staging areas, crew certification and coordination, collection zones and crew navigation, and in enforcing our "clean as you go", traffic control and debris securing (i.e., tarping, load heights and weights) policies, as well as our safety and environmental plans. They conduct random equipment and vehicle inspections and toolbox safety meetings in the field. They enforce work hour and zone collection boundaries and ensure necessary corrective actions. They coordinate field operations with "other" contractors. They coordinate, monitor, compile and spot check all field documentation and reporting, and they act as field liaisons for our senior management. They oversee all damage reports and settlements. Moreover, throughout the recovery, QA/QCs monitor and report any threats to public health and safety, and track the overall progress of the cleanup, ensuring our collection passes are carried out as efficiently and safely as possible.

Our subcontractors are held accountable for repairing all collateral damages (both public and private) as a result of their negligence or accidents while carrying out the recovery. We encourage subcontractors to take due care when conducting cleanup operations; still some damage is unavoidable. We urge them to complete repairs within their capabilities immediately after they occur. If not discovered or when not feasible, our QA/QCs will respond to research and to ameliorate the situation. As a rule, QA/QCs will contact the person(s) making claims regarding damages within 24 hours of receiving said claim. Often contact is made sooner. Our QA/QC Compliance Manager tracks all damage claims (deficiencies) utilizing our advanced recovery tracking program, and ensures that proper follow-through is conducted with incidents that warrant prolonged attention. He assigns, as needed, QA/QCs to particular cases. After exhaustive investigation and communication, our QA/QCs, Project Manager and claimants discuss information such as method of repair and timeline for completion. We are committed to repairing all damages expeditiously (generally, within 30 days). Our QA/QCs obtain signed unconditional releases upon the resolution of each property damage claim. These indemnify the City and AshBritt from future actions associated with the claim. A *Deficiency Tracking Report* and copies of any executed releases will be provided to City representatives on a weekly basis and at the end of the project for appropriate closeout.

AshBritt will ensure that all surface damage, such as rutting and pavement damage attributed to our subcontractors, we be filled to grade with like material and repaired to pre-damage conditions. We will diligently investigate and repair all damage caused by our equipment to existing grade, road shoulders, sidewalks, drainage, structures, trees, shrubs, grassed areas, landscaped and other improved property, et cetera. Our crews and all field personnel are mandated to preserve and protect, to the best of their abilities, all existing structures, infrastructures, vegetation on or adjacent to the area of work (curbside or

otherwise). We will repair or replace with like materials all damaged mailboxes on the same day that the damage occurs, to the best of our abilities. QA/QCs through field supervisory vigilance will ensure to the best of their abilities that all staff and subcontractors providing service to the City will adhere to AshBritt's high standards of operations.

▪ *Safety, Quality & Environmental Control Overview*

It is paramount to AshBritt to conduct our work with the highest levels of safety, quality and environmental stewardship. We hold all of employees and subcontracting partners responsible for meeting these standards. We enforce comprehensive *Health & Safety, Quality Control* and *Environmental Control Plans*. AshBritt considers safety and environmental concerns seriously in any disaster recovery operation, and we have an impeccable record to show for it. As stated prior, during our management of Hurricane Katrina under the USACE, we maintained a less than .01 percent of lost-time injuries to total-man-hours worked. Additionally, in managing over 49 temporary disposal sites, we had negligible environmental impacts. Considering the grand scope of this mission, these statistics are an extraordinary testament to our commitment to safe and responsible operational practices.

We pride ourselves on continually training our personnel, as well as extending that knowledge to our subcontractors through written plans, on-the-job training, and outside education. All of our management staff are National Incident Management System (NIMS) and Incident Command System (ICS) certified, and our field personnel are HAZPOWER and OSHA 40 certified. Some hold other more specialized distinctions, as well, such as Certified Arborist. More important than any written plan or certificates of training, however, is the application of them. It is the vigilance and diligence that our safety managers, supervisors, quality control personnel, and all other staff and partners exhibit in the field that leads to our unparalleled achievements.

On all projects, we encourage and foster an environment of best safety practices and individual responsibility, with a swift and appropriate system for rewards and penalties commensurate with all work actions. Our plans collectively encompass some of these key aspects: safe work practices; accident prevention education; safe-certification of all operating equipment and follow-up inspections; debris transportation supervision by our QA/QCs to prevent over-loading and falling debris; traffic control to include flag-persons and traffic maintenance devices to protect vehicular and pedestrian traffic; site security, fire protection and air monitoring; hazard identification and mitigation; activity hazard analyses for operational tasks; respiratory protection procedures; accident investigation and reporting; noise mitigation; and emergency response actions.

What's more, our plans address vital environmental and infrastructure protection measures and pollution controls, such as: procurement of all environmental, materials handling and land-use permits and licenses, and dissemination of regulatory updates; protection and preservation of the surrounding ecosystem and natural habitats, to include surface and ground water considerations, air quality and soil control, sampling and testing, fish, wildlife and wilderness area protection, trees and botanical habitat and ground cover concerns, historic and archaeological designated areas identification and preservation, as well as noise and odor pollution and aesthetic concerns. Environmental impacts of collection activities are considered for prevention of further damage to infrastructure and for the handling and containment of hazardous materials and for the mitigation of any releases of handled hazardous materials, as well as for the control of vegetative debris containment.

Impacts of site selection, construction and reduction methods are considered, including: proximity to occupied dwellings and safety buffer zone availability; location and distance from water bodies, such as rivers, lakes, streams or wetlands; accessibility and closeness of obstructions and power lines; presence of onsite underground utilities or storage tanks; stability of soil strata and erosion and sedimentation control, as well as hauling traffic impacts on such. Local effects of various methods of debris processing and handling are evaluated, such as: air curtain incineration and open burning impacts (with attendant testing and disposition of ash), grinding impacts (with attendant considerations of noise, dust, particulate matter, disposition and beneficial use), storage, decontamination and recovery of white goods (i.e., refrigerant containing appliances that require special handling) and recycling of such, household hazardous waste storage, containment and approved disposal, hazardous materials containment, storage, remediation and approved disposal.

Site restoration and closure and all attendant soil and ash testing is undertaken under Federal and City environmental guidelines to ensure no environmental contamination is left on sites. Any remediation and monitoring will be coordinated with City and/or Federal environmental protection agencies, as required and applicable. AshBritt management and staff specialist, through constant communication, referral, research and education, stay apprised of current Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP) mandates, specific guidelines, rules and laws as they relate to disaster recovery and debris management.

We also stay informed through our work on other special environmental projects, which often correlate to disaster recovery work, and through our association, affiliation and contacts with the *American Public Works Association (APWA)*—various

Chapters, who stay apprised of additions or updates that affect their purviews.

▪ **Documentation and Reporting Overview**

Proper and efficient documentation and reporting of recovery activities is vital to successful recovery missions and the attendant reimbursement process. The documentation used and the system through which it is compiled and tracked is an integral and important part of the recovery process. For instance, the *City Debris Load Ticket* (or AshBritt's if necessary) will be used to record critical information about all loads of debris collected from public rights-of-way and transported to designated disposal sites, or transported from temporary debris sites to final disposal sites. Load tickets capture the fifteen (15) key data points, amongst other critical project data, described in FEMA-325, Debris Management Guide. Load tickets are essentially the currency of disaster recovery operations, as they allow all recovery participants to accurately document billable activities during the project. Load tickets are administered and completed by City representatives or monitoring personnel to maintain the integrity of the process and follow recommended FEMA guidance.

The City may choose to use AshBritt's comprehensive *Truck Measurement Record* form (see sample later in this section). This critical form documents all the vital information regarding all haulers used in the course of a debris mission; it is a primary information and tracking document which serves as the foundation for all load tracking. In addition to documenting the critical hauler information, it is used as first tier safety certification document. By requiring both an AshBritt representative signature and a City representative signature, the validity of all data is supported. When a truck is certified, the pre-defined Truck Measurement Record number, as well as the measured load hauling capacity is transcribed onto a vinyl placard affixed to the driver's side of the hauling vehicle (or both sides, as applicable).

The *Truck Measurement Record* is multi-part form that is distributed to the City and/or their designated monitoring contractor. The truck driver secures a copy and AshBritt collects and scans all truck records daily; the data is transcribed electronically into our debris tracking system (DIMS) and compiled into electronic log books (for rapid batch downloading). The hard copies are also maintained sequentially in log books. Hard copies are also duplicated and kept in a separate log and location as backup. Each vehicle that is certified is also recorded manually on daily master logs; each truck record is assigned a unique identification number.

The collection, dumping and data collection process in brief: As debris is loaded at right-of-way worksites, monitors record all salient information onto load tickets, including the location, truck number, load hauling capacity (to match the affixed truck placard identification number), debris type, as well as other relevant information. Load quantities are verified and "scored" or "called" by tower monitors at temporary debris sites or final destination sites. AshBritt provides QA/QC tower personnel with truck capacity logs to verify the certified load hauling capacity, so to prevent any fraudulent activity. Once the official call is transcribed onto the "open" load ticket and a validation signature is executed by the tower monitoring individual, carbon copies of the ticket are distributed to the truck driver, to the monitoring personnel (two copies, City and Monitoring Firm) and to an AshBritt representative. Multiple part tickets ensure that any loss of copies of tickets can be easily validated and that backups can be supplied. An AshBritt representative relays load tickets collected at site towers several times per day.

All recorded load tickets are immediately scanned at our established data processing center and placed in queue to be input into our data management system. Before scanning, tickets are manually quality checked and batched by contract and work class (i.e., City, FDOT, ROW, Stump, Outhaul, etc.). Before ticket data is entered into our system it is quality checked again, so should a ticket stray into an improper batch it can be bounced electronically into a quality control "indicator/hold" bin. From there our Data Manager or Data Quality Control staff can route it to the proper location. Data is then quality checked a third time (or more), as each of our subcontractor invoices are reconciled and approved through our data management system. Each billed ticket, by category, is matched and checked against the data input into our system. System rules or controls are put in place to ensure load tickets are not duplicated or otherwise tainted within our system.

Variance reports are generated and corrections are made on either side to ensure proper data entry and subsequent payments. Furthermore, to assist our subcontractors we supply them with paper or electronic invoices that correspond to our system. This process greatly streamlines our subcontractor invoice approval and payment process, and, in turn, greatly increases the accuracy and speed of our reconciliation and billing processes for the City. All other forms used by AshBritt during the recovery process are in accordance with current FEMA requirements under the Public Assistance Program. Additionally, all of our recovery documents are scanned, stored and backed-up during projects. All data is transcribed into DIMS from which myriad status reports can be generated and from which all electronic files can be easily filtered and batch downloaded for backup, reconciliation and auditing purposes. Originals are also securely maintained.

➤ **Basic Project Management Team Chart & Staffing Plan**

▪ **Key Project Management Personnel**

AshBritt's greatest strength is our dynamic, knowledgeable and capable management team, which is skillfully led by an experienced core of company principals and senior managers. Our team has extensive expertise in conducting disaster recovery operations. They are continually engaged in professional development. All of our key managers are trained and conversant with the Federal Emergency Management standard Incident Command System (ICS), a key component of the National Incident Management System (NIMS). Key personnel are trained through the United States Army Corp of Engineers (USACE) program of Construction Quality Management for Contractors; the stringent standard for safety and quality control adhered to by the USACE. Select key personnel have also been trained in other USACE and OSHA-endorsed training programs. Many of our senior managers are certified in the Department of Defense's (DOD) Level 1 Awareness Anti-terrorism training. AshBritt actively participates in emergency management training and NIMS educational programs.

Our team consists of professionals from diverse backgrounds who understand all facets of recovery operations and who are empowered to make decisions quickly and definitively to push any recovery forward. They exercise direct, clear communication and listening skills to ensure all client concerns and needs are satisfied. Outlined below are AshBritt's key management personnel, along with experience summaries. Please note that this is a select list of personnel. AshBritt maintains a broad pool of reserve management and contract personnel with varied and extensive experience in the special demands of disaster recovery.

Key Personnel and Emergency Contacts				
<i>AshBritt key personnel are educated, trained and available to support the City's needs.</i>				
Name	Job Title	ABI Exp.	Functional Role	Contact Information
Randy Perkins	Chief Executive Officer	21	CEO	954-725-6992, rperkins@ashbritt.com
<u>Training/Education:</u> ICS-100, 700; CQCM; SAME; Business course work: UCF, Orlando, FL, UM. <u>Relevant Exp:</u> 26 yrs. site mgmt., debris reduction, 19 years disaster response-debris mgmt., collection and disposal. <u>Responsibilities:</u> Overall leadership for the company and project team. Provides vision, sets baselines, and provides guidance.				
John Noble	Chief Operating Officer	19	COO	954-683-0247, jnoble@ashbritt.com
<u>Training/Education:</u> ICS-100, 700; CQCM; 40/8hr Hazwoper; 8hr First Responder; ATL1; USACE Safety Training; SAME; MA, BS-Engineering (Solid/Haz Waste Mgt). <u>Relevant Exp:</u> 17 years disaster response mgmt., collection and disposal. <u>Responsibilities:</u> Leadership for the project team and all work activities. Enforces baselines, procedures, and provides guidance.				
Dow Knight	Senior Vice President	15	Contract Manager	954-818-4416, dow@ashbritt.com
<u>Training/Education:</u> ICS-100, 700; CQCM; 40hr Hazwoper, 8hr First Responder, ATL1, USAID Joint Humanitarian Operations Course, JITC – Consequence Mgmt. <u>Relevant Exp:</u> General logistics mgmt.; environmental and disaster response-debris mgmt., collection and disposal. <u>Responsibilities:</u> Logistics management for project assets; assists OM. Develops written project guidelines as determined by PM and Client. Provides oversight for field operations, QA/QC program, and special projects. Liaison for all project claims, subcontractors and payment procedures. Provides Client guidance with regard to the federal Public Assistance and other grant programs. Reviews project worksheets and documentation prior to submittal. Assists in preparation of clarification requests, appeals, and other written FEMA correspondence.				
Ralph Dahlgren	Senior Vice President	10	Senior Operations Manager	954-818-3564, rdahlgren@ashbritt.com
<u>Training/Education:</u> ICS-100, 700; CQCM; ATL1; MA, BA-Business Administration, UF, Gainesville, FIU, Miami FL. <u>Relevant Exp:</u> 18 years logistics/mgmt.; 10 years disaster response-debris management, collection and disposal. <u>Responsibilities:</u> Firm Principal. Primary liaison with Client; responsible for overall project leadership, management; and guidance to employees and subcontractors.				
Jeff Spoerl	Safety Manager	6	Safety Officer	815-483-9534, jspoerl@ashbritt.com
<u>Training/Education:</u> OSHA 40 Hour Hazardous Material Training, OSHA 10 Hour Card, OSHA 8 Hour Refresher, First Aid / CPR, Oxygen Administration, Safe Rigger Training, Safe Boating Certificate <u>Relevant Exp:</u> 20 years in related field supervisory, management, and safety experience. <u>Responsibilities:</u> Responsible for establishing and communicating project safety rules. Conducts vehicle and equipment safety inspections; investigates accidents. Prepares weekly "toolbox" safety meeting agendas; reviews dumpsite plan for safety concerns. Performs structure safety inspections including the DMS vehicle inspection towers.				
Tim Mooney	Project Manager	9	Quality Control	954-270-4555, tmooney@ashbritt.com
<u>Training/Education:</u> ICS-100, 700; CQCM; ATL1; Florida Fire Academy, EMT Training, Broward College, FL. <u>Relevant Exp:</u> 8 years field supervisory/management in disaster response-debris management.				

Key Personnel and Emergency Contacts				
<i>AshBritt key personnel are educated, trained and available to support the City's needs.</i>				
Name	Job Title	ABI Exp.	Functional Role	Contact Information
<u>Responsibilities:</u> Responsible and accountable for all AshBritt operations and activities. Primary Client contact/liaison. Attends all Client meetings, planning and strategy sessions. Coordinates and prioritizes the efforts of the recovery team.				
Matt Gierden	Vice President	15	Senior Project Manager	239-229-5829, matt@ashbritt.com
<u>Training/Education:</u> ICS-100, 200, 230, 700; OSHA-40hr; 8hr First Responder; ATL1; FEMA Historical Preservation IS-253. <u>Relevant Exp:</u> 12 years field supervisory/management in disaster response-debris management. <u>Responsibilities:</u> Assists OM as needed. Develops written project guidelines as determined by PM and Client. Provides oversight for field operations, QA/QC program, and special projects. Provides organization and oversight for special projects (trees, stumps, parks, beaches, etc.). Ensures quality control for special projects. Tracks special project evolution and provides appropriate reports.				
Bill Johnson	Senior DMS Manager	20	Director of Site Operations	954-553-1488, bjohnson@ashbritt.com
<u>Training/Education:</u> ICS-100; CQCM; 40/8hr Hazwoper. <u>Relevant Exp:</u> 39 years waste, refuse mgmt. and transportation logistics; disaster response-debris mgmt., collection and disposal; DMS site construction and mgmt. <u>Responsibilities:</u> Establishes and advises on site operation plans. Responsible for setup and management of DMS sites. Ensures work rules, scheduling, logistics and safety are adhered to. Oversees the cleanup and restoration of sites.				
Danny D'Emidio	Project Manager	19	Debris Site Foreman	954-553-1479, ddemidio@ashbritt.com
<u>Training/Education:</u> ICS-100; CQCM; 40hr Hazwoper, 8hr First Responder; DOT Traffic Safety. <u>Relevant Exp:</u> 21 years disaster response/construction supervisory and management experience-site operations, debris collection, and removal. <u>Responsibilities:</u> Responsible for traffic control, assigning flaggers. Overseeing dumping operations and spotters, as necessary. Ensuring proper segregation of debris at site. Site safety and oversight of grinding and incineration operations.				
Richie Bensch	Project Manager	17	Debris Site Night Foreman	954-533-1477, rbensch@ashbritt.com
<u>Training/Education:</u> ICS 100; DOT Traffic Safety; Class B License; Mechanic/Welder. <u>Relevant Exp:</u> 13 years field supervisory in disaster response-debris management. <u>Responsibilities:</u> Responsible for traffic control, assigning flaggers. Overseeing dumping operations and spotters, as necessary. Ensuring proper segregation of debris at site. Site safety and oversight of grinding and incineration operations.				
Christina D'Emidio	Comptroller	8	Data Manager	954-816-1153, cdemidio@ashbritt.com
<u>Training/Education:</u> ICS 100, 700; 8hr First Responder Operations; MS; BS-Music Education; Accounting coursework, NOVA Institute. <u>Relevant Exp:</u> 7 years project administration and data mgmt. in disaster response-debris mgmt. <u>Responsibilities:</u> Responsible for accurate and timely posting of daily ticket/truck data to DIMS database. Tracks deficiencies as reported by the QA/QC team or Client from report to resolution. Ensures accurate Client reporting and develops custom reports as needed. Reconciles operational reporting and oversees invoicing and data management process.				

▪ **Manning Level Statement**

AshBritt currently maintains a full-time staff of 40 persons, of which half are management personnel. Our staff possesses a wide array of practical experience and training specific to disaster response and recovery. During hurricane season, heightened incidence of natural disasters or following actual events, our staffing typically increases. We augment personnel from a pool of long-standing on-call reservist and local recruits. For instance, following the 2004 storm season, we employed approximately 325 personnel (a ratio of about 1:9 full-time to temporary staff), and following the 2005 storm season we employed about 600 personnel (a ratio of about 1:15 full-time to temporary staff). In the recent past, following Hurricanes Dolly and Ike, we employed close to 100 personnel. And most recently, for our response efforts during the 2010 Mid-Atlantic Snow Blizzards (24 hour operations), we deployed 6 separate management teams (Project Managers and Supervisors) comprising a total of 42 personnel.

As a full-service disaster response and recovery firm, we are modeled and maintained as a rapid-response "turnkey" organization with the ability to service multiple clients in the aftermath of disaster events. We rely on our long-standing experience, proven methods, comprehensive planning and standard operating procedures to conduct all recovery missions. This framework encompasses pre-event planning, training and exercises, subcontractor management, logistics, resource management, health and safety protocols, quality assurance and control, environmental stewardship, communication protocols, systems integration and organizational planning, amongst other elements. As all disasters are unique, our framework remains flexible to respond and adapt to varied circumstances and client needs.

We have proven with our organizational framework and flexible base of operations, as well as our financial foundation, we can provide swift and comprehensive services, supplying and allotting all the resources and specialized materials vital to recovery missions. We have demonstrated time and again our capabilities to mobilize to either single catastrophic events or

multiple simultaneous events with hundreds to thousands of crews and with myriad resources and specialized services. We have over our history amassed an extensive nationwide network of reputable suppliers, vendors, and subcontractors (many of whom hail from South and Central Florida) who are readily available to respond to our missions. Overall, our corporate philosophy, personnel, equipment, resource chain, systems and technologies are all focused on the above objectives and competencies.

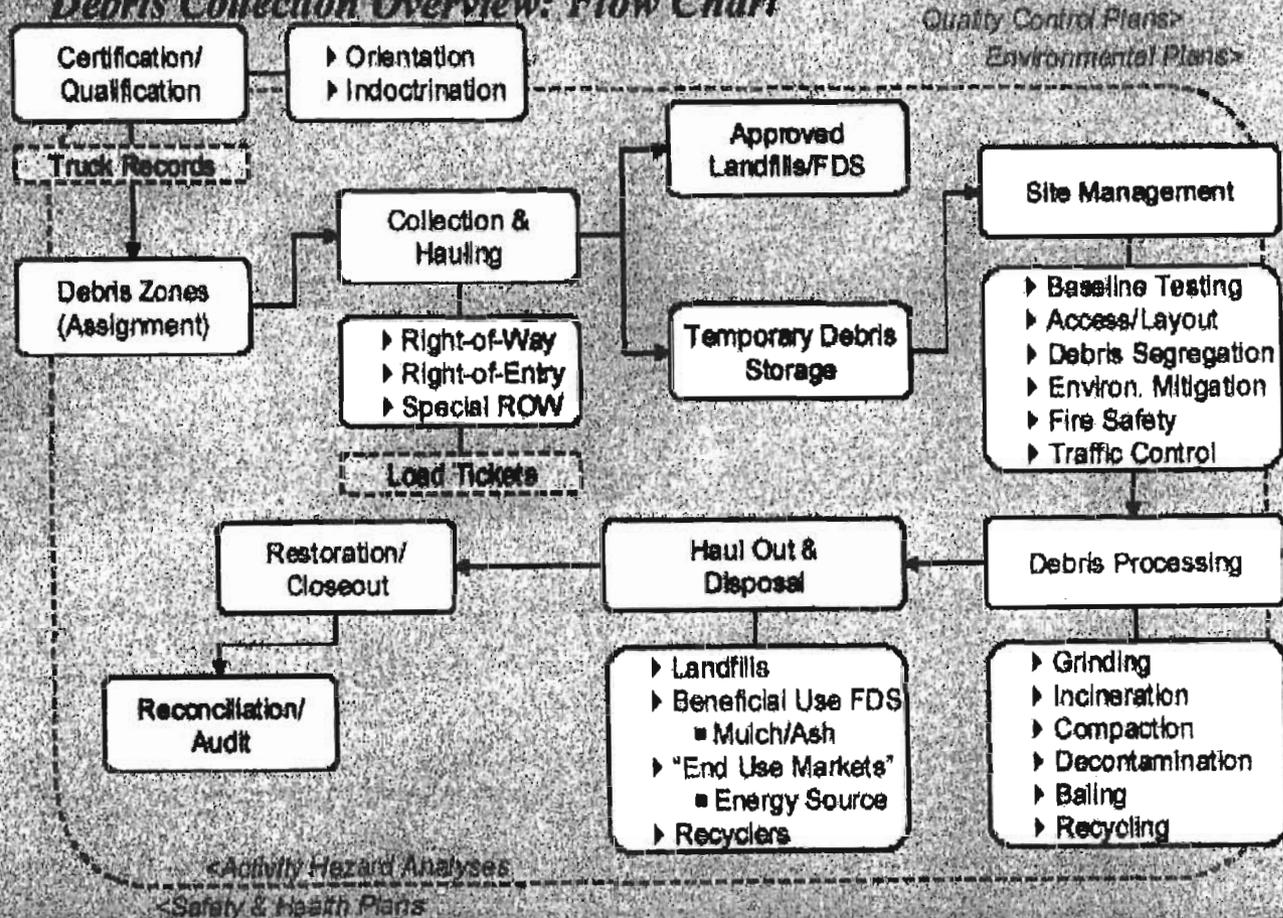
To the greatest extent possible we employ local personnel in disaster-affected areas, both to help expedite the recovery and to offer economic and moral support to those most affected. We try to employ individuals with readily transferable skills and background in situation/emergency response management, such as military, firefighting, police, EMT's or public works personnel. We have extensive policies and training procedures to ensure personnel are thoroughly instructed and able to perform at high levels safety and quality standards. AshBritt will deploy a dedicated senior management team for Manatee County and a full array of skilled manpower proportionate to the recovery mission at hand, and will not change this team throughout the duration of the mission. This will ensure project continuity will not be compromised in the event of subsequent disasters in other locations. AshBritt has sufficient experienced personnel to manage a multitude of projects, as illustrated herein.

Business Capability & Continuity: Through AshBritt's wide network of business partnerships and shared resources and facilities, we have the capabilities to respond to any disaster, anywhere, even in the event our corporate offices are incapacitated during a concurrent disaster. Through our satellite offices, mobile command centers, and variously located computer servers (for backup and security), we are poised to virtually eliminate down time and loss of continuity. We have experienced these challenges first-hand, and have the track record and proven capabilities to manage any possibility.

Training and Planning: To ensure the smoothest response and integration with our clients in managing any scale disaster event, we highly value and encourage pre-planning and training. AshBritt conducts annual training and/or specific workshops and presentations for all of our clients. Our training and workshop programs are customized and current. They cover topics ranging from new policy changes of the federal Public Assistance Program, to recent FEMA guidance, to technical assistance overviews, and to mobilization and operational considerations, including temporary debris site selection and evaluation, emergency facility and route designation and priorities, review of debris management plans, local subcontractor participation (with accompanying training workshops), recovery systems training (i.e., Debris Management System (DIMS), GIS assets and systems, billing protocols, etc.), and other area-specific operational considerations and caveats.

Debris Management: Operations (Cont'd.)

Debris Collection Overview: Flow Chart



Debris Stream Segregation Guidelines Illustration

Disaster Debris Stream Projections Tables, Pompano Beach

AshBritt, Inc. Disaster Response & Recovery Divisions

AshBritt, Inc. Summary Hurricane Debris Stream Projections, Pre-Event Planning Projections

For Potential Impacted Communities, Categories 1 through 5 /a

USACE Debris Estimation Model Output

Area: Pompano Beach

Wet Storm

Storm	Qty (yd3) /b	Qty (+30%)	Qty (-30%)	+/- 30 % /c
Cat 1	277,048	360,182	193,934	83,114
Cat 2	1,108,192	1,440,649	775,734	332,458
Cat 3	3,601,624	4,682,111	2,521,137	1,080,487
Cat 4	6,926,199	9,004,059	4,848,340	2,077,860
Cat 5	11,081,919	14,406,495	7,757,343	3,324,576

Projected TDSRS Requirements (Wet)

	Total CYD	Req. Acres	Avg. Size	No. of Sites	Sites/24 hr
Event 1 (Cat 1)	277,048	29	30	1	1
Event 2 (Cat 2)	1,108,192	114	30	2	1
Event 3 (Cat 3)	3,601,624	371	30	7	4
Event 4 (Cat 4)	6,926,199	713	30	14	7
Event 5 (Cat 5)	11,081,919	1141	30	23	11

Note: Generally, 80% of land Area to provide for roads, safety buffers, and HHW areas. No. of sites take this into account

Dry Storm

Storm	Qty (yd3) /b	Qty (+30%)	Qty (-30%)	+/- 30 % /c
Cat 1	213,114	277,048	149,180	63,934
Cat 2	852,455	1,108,192	596,719	255,737
Cat 3	2,770,480	3,601,624	1,939,338	831,144
Cat 4	5,327,846	6,928,199	3,729,492	1,598,354
Cat 5	8,524,553	11,081,919	5,967,167	2,557,366

Projected TDSRS Requirements (Dry)

	Total CYD	Req. Acres	Avg. Size	No. of Sites	Sites/24 hr
Event 1 (Cat 1)	213,114	22	30	1	1
Event 2 (Cat 2)	852,455	88	30	2	1
Event 3 (Cat 3)	2,770,480	285	30	6	3
Event 4 (Cat 4)	5,327,846	549	30	11	5
Event 5 (Cat 5)	8,524,553	878	30	18	9

Note: Generally, 80% of land Area to provide for roads, safety buffers, and HHW areas. No. of sites take this into account

Notes:

a. For projections by political sub-division, please refer to the AshBritt, Inc. Disaster Debris Stream Projections Detailed Table.

b. Total debris projections in cubic yards for designated region (select communities) based on direct impact assumptions.

c. The USACE model has a plus or minus (+/-) thirty percent (30%) margin of error.

Source: U.S. Army Corps of Engineers (USACE) Debris Model for debris estimation.

AshBritt, Inc. Disaster Response & Recovery Divisions

AshBritt, Inc. Hurricane Summary Debris Stream Projections - Actual Preliminary Projections/Production Planning Matrices

For Potential Impacted Communities, Categories 1 through 5 /a

Production/Crew Matrix Reference

Target Florida Clients (All)

Area: Pompano Beach

Wet Storm

Days	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
CY	277,048	1,108,192	3,601,624	6,926,199	11,081,919

Assumption:

Avg. load capacity: 35.0 Per CY

Required CUBIC YARDS Per Week

Days	100% Cat 1	100% Cat 2	100% Cat 3	100% Cat 4	100% Cat 5					
1 (7)	18.0%	49,869	16.0%	177,311	15.0%	540,244	2.0%	138,524	2.0%	138,524
2 (14)	29.0%	80,344	21.0%	232,720	20.0%	720,325	6.0%	415,572	6.0%	415,572
3 (21)	25.0%	69,262	18.0%	199,475	18.0%	648,232	7.0%	484,834	7.0%	484,834
4 (28)	18.0%	49,868	14.0%	38,787	13.0%	144,065	11.0%	396,179	9.0%	623,358
5 (35)	10.0%	27,705	10.0%	27,705	11.0%	121,901	12.0%	432,195	11.5%	798,513
6 (42)	9.0%	24,904	7.0%	77,573	13.5%	486,219	11.0%	781,882		
7 (49)	5.0%	13,852	5.0%	55,410	10.0%	360,162	9.0%	623,358		
8 (56)	4.0%	11,082	4.0%	44,328	9.0%	324,145	7.5%	519,465		
9 (63)	3.0%	8,314	3.0%	33,246	6.0%	216,097	6.5%	450,203		
10 (70)			2.0%	22,164	4.2%	151,268	5.2%	362,933		
11 (77)			1.3%	13,852	3.5%	126,057	4.0%	277,048		
12 (84)			0.8%	8,314	3.0%	108,049	3.0%	207,766		
13 (91)			0.3%	2,170	2.8%	100,845	2.6%	180,081		
14 (98)					2.5%	90,041	2.5%	173,155		
15 (105)					2.3%	81,037	2.3%	155,839		
16 (112)					2.0%	72,032	2.0%	138,524		
17 (119)					1.8%	63,028	1.8%	121,208		
18 (126)					1.5%	54,024	1.5%	103,893		
19 (133)							1.3%	86,577		
20 (140)							1.1%	76,188		
21 (147)							0.8%	51,946		
22 (154)							0.6%	51,946		
23 (161)							0.7%	45,713		
24 (168)							0.5%	34,631		
25 (175)							0.4%	27,705		
26 (182)							0.3%	17,315		
27 (189)										
28 (196)										
29 (203)										
30 (210)										
31 (217)										
32 (224)										

Required LOADS Per Week

Days	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
1 (7)	1,425	5,066	16,436	3,968	3,968
2 (14)	2,296	6,649	20,581	11,873	11,873
3 (21)	1,979	5,699	18,523	13,852	13,852
4 (28)	1,425	1,108	4,116	11,319	17,810
5 (35)	792	792	3,483	12,348	22,798
6 (42)	-	712	2,216	13,892	21,768
7 (49)	-	396	1,583	10,280	17,810
8 (56)	-	317	1,267	8,261	14,842
9 (63)	-	237	950	6,174	12,863
10 (70)	-	-	633	4,322	10,370
11 (77)	-	-	396	3,602	7,916
12 (84)	-	-	158	3,087	5,937
13 (91)	-	-	79	2,881	5,145
14 (98)	-	-	-	2,573	4,947
15 (105)	-	-	-	2,316	4,463
16 (112)	-	-	-	2,058	3,968
17 (119)	-	-	-	1,801	3,463
18 (126)	-	-	-	1,544	2,968
19 (133)	-	-	-	-	2,474
20 (140)	-	-	-	-	2,177
21 (147)	-	-	-	-	1,484
22 (154)	-	-	-	-	1,484
23 (161)	-	-	-	-	1,306
24 (168)	-	-	-	-	989
25 (175)	-	-	-	-	782
26 (182)	-	-	-	-	495
27 (189)	-	-	-	-	-
28 (196)	-	-	-	-	-
29 (203)	-	-	-	-	-
30 (210)	-	-	-	-	-
31 (217)	-	-	-	-	-
32 (224)	-	-	-	-	-

➤ Technical Assistance & Federal Reimbursements

Following a major disaster event, complying with federal and state guidelines is critical for recovery operations conducted under the auspices of the federal *Public Assistance Program*. The reference materials that establish these guidelines are: the Debris Management Guide (FEMA); the Policy Digest (FEMA); the Public Assistance Guide (FEMA); the Applicant Handbook (FEMA); the Stafford Disaster Relief and Emergency Assistance Act (US Congress); and 44 C.F.R. (Code of Federal Regulations). Non-compliance by a contractor or subcontractor can jeopardize the client's reimbursement and, in extreme cases, result in an investigation by the Office of the Inspector General (OIG). AshBritt is proud to state that we have never been investigated for violation of federal guidelines, nor have our clients had eligible reimbursements withheld because of our own or our subcontractors' non-compliance with FEMA regulations and current guidelines.

AshBritt's *Technical Assistance Team* will provide experienced compliance and documentation specialists to guide client representatives through dealing with state and federal disaster funding agencies. AshBritt's key technical experts are former officials in the U.S. Army Corps of Engineers (USACE), the Department of Housing and Urban Development (HUD), the Environmental Protection Agency (EPA), and the Federal Emergency Management Agency (FEMA). All combined, they have greater than 98 years of disaster management experience, forty percent of which is directly related to the supervision and conduct of debris removal and disposal.

AshBritt realizes, first and foremost, as is emphasized in this proposal, the importance of establishing a comprehensive, applicable debris management plan and a sturdy operational foundation well before any disaster strikes. Moreover, it is critical for client financial security and overall project success that the exercised plan is acceptable to FEMA, both from a requirements and a coordination standpoint. AshBritt fully recognizes that the City of Pompano Beach desires to maximize all federal reimbursements as a sub-grantee for all post-disaster response and recovery work (all applicable Categories A through G). Accordingly, for AshBritt's role, we declare that we will not deviate from acceptable FEMA practices and procedures, and that we will not forward, partake in, or condone any fraudulent claims, or devious and illegal practices, that may disqualify eligible FEMA reimbursement to the City.

Furthermore, we will not propose or charge the City excessive and unreasonable rates for any scopes of work, nor will we jeopardize eligible funding by billing for ineligible work or work not performed or services not provided, or by maintaining disorganized, incomplete and inadequate records and documentation. Last, but not least, we will protect to the greatest extent practical all public and private property and never willfully neglect our working environments; we will protect the environment, infrastructure, persons and minimize project costs to the best of our abilities ensuring all work will be eligible for federal monies.

The team will partake in the following activities, as applicable and at a minimum, to guarantee the City receives the maximum eligible reimbursement from external sources.

- Provide pre-event training and recovery overview to community staff and local elected officials.
- Recommend and draft and recommend specific local government "resolutions" for recovery funding purposes.
- Provide guidance for the estimation of debris volumes by category and by debris management costs for Initial Damage Assessment and Preliminary Damage Assessment reports
- Brief local government managers on the recovery process, critical meetings, required procedures and the current disaster recovery environment to avoid lost opportunities and delays with reimbursements.
- Assist in the organization of a community disaster recovery program and team.
- Prepare and brief the local disaster recovery team for key FEMA recovery meetings, the "Applicant's Briefing" and the "Kick-off Meeting".
- Assist the community with preliminary documentation for the Project Worksheets, a critical undertaking to ensure full reimbursement (maintaining neutrality).
- Review for accuracy, completeness, and value all Project Worksheets and documentation sent to or returned from the state and/or federal agencies.
- Assist and support the local recovery team throughout the recovery for as long as needed.
- Provide guidance on and about alternate grants (NRCS, FHWA, FDOT, et al.) and/or mitigation opportunities resulting from the disaster event.
- Provide copies of all applicable documentation, including truck certifications, load haul tickets, time sheets, daily work forms, project summary sheets, permits, leases, violations, etc.
- Conduct an exit interview with community managers and/or local recovery team members.
- Prepare a disaster event After Action Report for community management.
- Remain available for additional special assistance and guidance.

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▪ **Public Assistance Reimbursement Process Summary**

The AshBritt Technical Assistance Team will provide experienced compliance and documentation specialists to guide client representatives through dealing with state and federal disaster funding agencies. AshBritt's key technical experts are former officials in the U.S. Army Corps of Engineers, the Department of Housing and Urban Development, the Environmental Protection Agency, and the Federal Emergency Management Agency (FEMA). All combined, they have greater than 98 years of disaster management experience, forty percent of which is directly related to the supervision and conduct of debris removal and disposal.

Complying with federal and state guidelines is crucial in disaster recovery operations conducted under the auspices of the federal Public Assistance Program. The reference materials that establish these guidelines are: the Debris Management Guide (FEMA); the Policy Digest (FEMA); the Public Assistance Guide (FEMA); the Applicant Handbook (FEMA); the Stafford Disaster Relief and Emergency Assistance Act (US Congress); and 44 C.F.R. (Code of Federal Regulations).

Non-compliance by a contractor or subcontractor can jeopardize the client's reimbursement and, in extreme cases, result in an investigation by the Office of the Inspector General (OIG). AshBritt is proud to state that we have never been investigated for violation of federal guidelines, nor have our clients had eligible reimbursements withheld because of subcontractor non-compliance with FEMA regulations.

The team will partake in the following activities, as applicable and at a minimum, to guarantee the City receives the maximum eligible reimbursement from external sources.

- Provide pre-event training and recovery overview to community staff and local elected officials.
- Draft and recommend specific local government resolutions for recovery funding purposes.
- Provide guidance for the estimation of debris volumes by category and of debris management costs for Initial Damage Assessment and Preliminary Damage Assessment reports
- Brief local government managers on the recovery process, critical meetings, required procedures and the current disaster recovery environment to avoid lost opportunities and delays with reimbursements.
- Recommend and assists in the organization of a community disaster recovery program and team.
- Prepare and brief the local disaster recovery team for key FEMA recovery meetings, the Applicant's Briefing and the Kick-off Meeting.
- Assist the community with preliminary documentation for the project worksheets, a critical undertaking to ensure full reimbursement.
- Review for accuracy, completeness, and value all project worksheets and documentation sent to or returned from the state and/or federal agencies.
- Assist and support the local recovery team throughout the recovery for as long as needed.
- Provide guidance of alternate grants (NRCS, FHWA, SRIA (Sandy Recovery Act) FDOT, et al.) and/or mitigation opportunities resulting from the disaster event.
- Provide copies of all applicable documentation, including truck certifications, load tickets, time sheets, daily work forms, project summary sheets, etc..
- Conduct an exit interview with community managers and/or local recovery team members.
- Prepare a disaster event after action report for community management.
- Remain available for additional special assistance and guidance.

With respect to the filing and securing of other grant funds and leveraging opportunities for disaster recovery, AshBritt has customarily taken an advisory role, simply apprising clients of other available grant programs. These programs, generally, are administered by the Natural Resource Conservation Service (NRCS), the Federal Highway Administration (FHWA), the Department of Agriculture (USDA), and the Department of Labor (USDOL).

▪ **Organization**

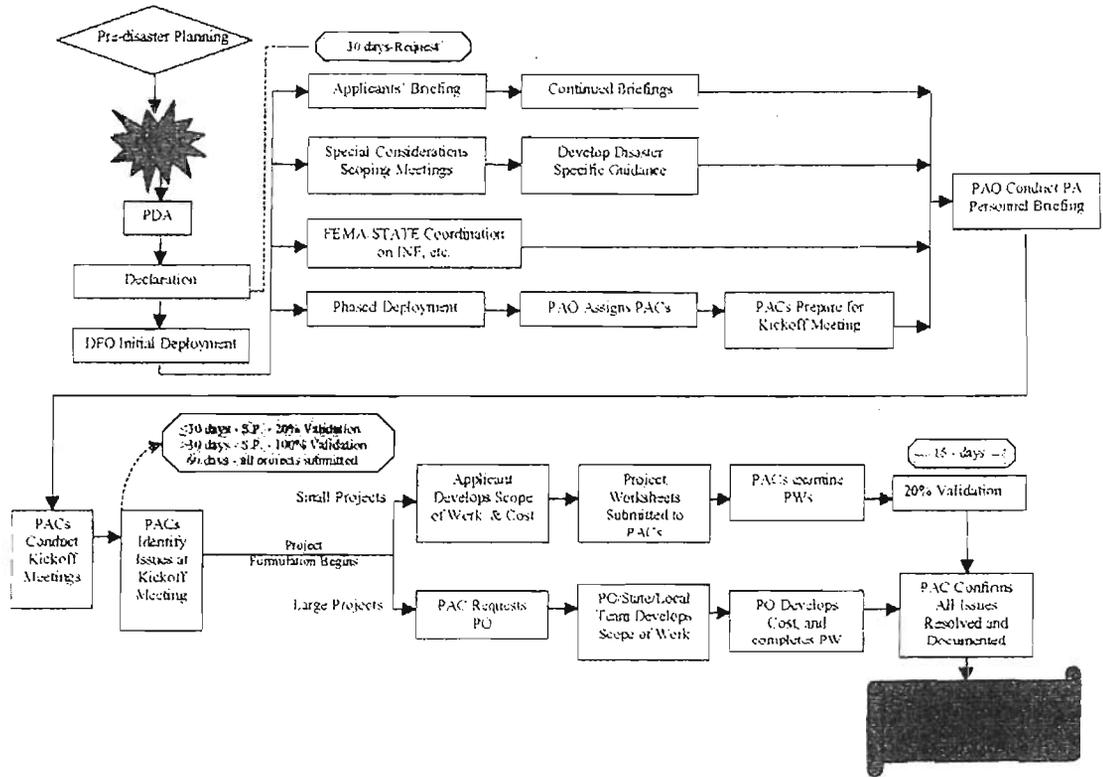
To fully understand how the Public Assistance Program works it is important first to understand the organizational structure as it relates to FEMA, the State of Florida, and the City of Pompano Beach. Following a disaster declaration by the President of the United States, FEMA will enter into a contract with the State of Florida that will define the responsibilities and accountabilities for the federal and state governments. The State, having requested federal assistance for the recovery through application by the Governor, becomes the "Applicant". Local jurisdictions requesting federal assistance through the State are "Sub-applicants" with no direct contractual relationship to FEMA.

The best situation for local government is to have a strong State Emergency Management department that is willing and able to support their constituent communities when the inevitable conflicts arise during the recovery mission. Without consistent and firm support from the State disputes related to eligibility, contract implementation, and reimbursement will invariably be determined solely by FEMA in favor of the FEMA position regardless of the facts or the impact to the local community(s).

Please refer to following page for an illustrative flowchart of the Public Assistance Process.

Our dedication and follow-through with respect to our client's FEMA reimbursements is unmatched, as is our commitment to continuously looking out for the best interests of our clients, whether before, during or after disasters. It is this dedication and commitment that truly sets us apart from our competition.

Public Assistance Process Flowchart (DFO)



➤ **Debris Information & Documentation Tracking**

AshBritt, through our proprietary Debris Information Management System (DIMS) suite and GIS capabilities, provides electronic and computerized updates of daily, weekly, and cumulative recovery progress. These reports and graphics clearly illustrate daily and cumulative volumes recovered, crew locations, estimated percentage completion, deficiency location and status and hot spot/punch list status, as applicable. Data, reports and illustrative graphics will be accessible via web sites, as appropriate, on secure servers for the City of Pompano Beach and other representatives and officials.

As we separately track recovery service data through DIMS and other field reporting, all costs we invoice are segregated accordingly and clearly delineated on all invoices. All salient information is clearly identified on invoices and applicable backup is attached in a clear and concise fashion. This procedure increases both invoice clarity and accuracy. Our procedures significantly expedite client processing, audits and grant reimbursements.

Moreover, given the flexibility afforded us by our real-time data processing and analysis, we are also open to any process suggestions by our clients. Our processes are extremely adaptable and flexible, so we can accommodate any specific billing procedures or systems. Per any City guidance and instruction, AshBritt will submit all project invoices with all applicable backup and supporting documentation as required for validation of their correctness. AshBritt will include as backup for all billing periods hard copies of the actual debris load tickets, hard copies of all landfill weight tickets (as applicable), hard copies of the all data in an Excel spreadsheet format, and electronic files of the Excel spreadsheet in an acceptable format to the City. Furthermore, any additional data and information in any required format which the City may request will be supplied. Sample project invoices are available upon request. AshBritt would be happy to review further our billing protocols and supply other samples of project billing invoices and records with the City.

In support of accurate accounting and reporting on a field level, we assign specific duties to members of our management team in support of documentation controls and processing. We typically use a number of manual reports and logs to track all work scope activities; these are subject to a tiered approval process, where applicable. Our Project Manager, in the end, is required to endorse all documents that commit funds. Hourly Equipment Logs and Time Sheets are used during emergency debris clearance ("push") operations (Phase 1). These are multi-part forms which are distributed to applicable parties.

In addition to completed Truck Measurement Records and Load Haul Tickets, which are scanned and stored in our database (via FTP transfer), manual Truck Measurement and Truck Load Call logs are maintained. Moreover, QC Deficiency Reports and other safety reports and logs are kept. All reports are collected and compiled by field supervisors and managers and routed daily to our central processing office, where our Project Manager reviews as necessary.

All field documentation, reports and photographs are scanned and stored digitally in DIMS – in which they are linked to applicable service or work scopes for rapid retrieval and reporting functions. All digitally stored documents are available for batch download for clients. Ultimately, a systematic process is established to collect all the project documentation needed to validate the location, time, type, length, and quantity of services conducted with the objective of full compliance to federal and state reimbursement regulations.

The daily report is the daily record of operations at a job site and will be kept current. It is an essential tool for recording and reporting the daily progress, safety, and quality activities. These reports are the official record of work performance and compliance with project plans and specifications. It is therefore important that the reports are correct and timely. AshBritt's QC Manager or his representative is responsible for preparing the daily report and submitting the reports to the Project Manager. The Project Manager is responsible for submitting the daily report to the City. If there are any discrepancies between the daily report and the corresponding tickets, those discrepancies shall be reconciled no later than the following day.

▪ **Documentation and Reporting Overview**

Proper and efficient documentation and reporting of recovery activities is vital to successful recovery missions and the attendant reimbursement process. The documentation used and the system through which it is compiled and tracked is an integral and important part of the recovery process. For instance, the City Debris Load Ticket (or AshBritt's if necessary) will be used to record critical information about all loads of debris collected from public rights-of-way and transported to designated disposal sites, or transported from temporary debris sites to final disposal sites. Load tickets capture the fifteen (15) key data points, amongst other critical project data, described in FEMA-325, Debris Management Guide. Load tickets are essentially the currency of disaster recovery operations, as they allow all recovery participants to accurately document billable activities during the project. Load tickets are administered and completed by City representatives or monitoring personnel to maintain the integrity of the process and follow recommended FEMA guidance.

The City may choose to use AshBritt's comprehensive Truck Certification Form (shown above). This critical form documents all the vital information regarding all haulers used in the course of a debris mission; it is a primary information and tracking document which serves as the foundation for all load tracking. In addition to documenting the critical hauler information, it is used as first tier safety certification document. By requiring both an AshBritt representative signature and a City representative signature, the validity of all data is supported. When a truck is certified, the pre-defined Truck Measurement Record number, as well as the measured load hauling capacity is transcribed onto a vinyl placard affixed to the driver's side of the hauling vehicle (or both sides, as applicable). Truck Measurement Records are multi-part forms that are distributed to the City and/or their designated monitoring contractor. The truck driver secures a copy and AshBritt collects and scans all truck records daily; the data is transcribed electronically into our Debris Information Management System (DIMS) and compiled into electronic log books (for rapid batch downloading). The hard copies are also maintained sequentially in log books. Hard copies are also duplicated and kept in a separate log and location as backup. Each vehicle that is certified is also recorded manually on daily master logs; each truck record is assigned a unique identification number.

The collection, dumping and data collection process in brief: As debris is loaded at right-of-way worksites, monitors record all salient information onto load tickets, including the location, truck number, load hauling capacity (to match the affixed truck placard identification number), debris type, as well as other relevant information. Load quantities are verified and "scored" or "called" by tower monitors at temporary debris sites or final destination sites. AshBritt provides QA/QC tower personnel with truck capacity logs to verify the certified load hauling capacity, so to prevent any fraudulent activity.



Once the official call is transcribed onto the "open" load ticket and a validation signature is executed by the tower monitoring individual, carbon copies of the ticket are distributed to the truck driver, to the monitoring personnel (two copies, City and Monitoring Firm) and to an AshBritt representative. Multiple part tickets ensure that any loss of copies of tickets can be easily validated and that backups can be supplied. An AshBritt representative relays load tickets collected at site towers several times per day.

All recorded load tickets are immediately scanned at our established data processing center and placed in queue to be input into our data management system. Before scanning, tickets are manually quality checked and batched by contract and work class (i.e., City, FDOT, ROW, Stump, Outhaul, etc.). Before ticket data is entered into our system it is quality checked again, so should a ticket stray into an improper batch it can be bounced electronically into a quality control "indicator/hold" bin.

From there our Data Manager or Data Quality Control staff can route it to the proper location. Data is then quality checked a third time (or more), as each of our subcontractor invoices are reconciled and approved through our data management system. Each billed ticket, by category, is matched and checked against the data input into our system. System rules or controls are put in place to ensure load tickets are not duplicated or otherwise tainted within our system.

Variance reports are generated and corrections are made on either side to ensure proper data entry and subsequent payments. Furthermore, to assist our subcontractors we supply them with paper or electronic invoices that correspond to our system. This process greatly streamlines our subcontractor invoice approval and payment process, and, in turn, greatly increases the accuracy and speed of our reconciliation and billing processes for the City.

All other forms used by AshBritt during the recovery process are in accordance with current FEMA requirements under the Public Assistance Program. Additionally, all of our recovery documents are scanned, stored and backed-up during projects. All data is transcribed into DIMS from which myriad status reports can be generated and from which all electronic files can be easily filtered and batch downloaded for backup, reconciliation and auditing purposes. Originals are also securely maintained.

▪ *Project Invoicing & Billing Overview*

With AshBritt's extensive past experience and advanced debris tracking system, DIMS, we can ensure streamlined and accurate reporting and invoicing which adheres strictly to established FEMA guidelines. We can accommodate weekly or bi-weekly billing cycles that are preceded by pre-invoice data reconciliations. This encompasses both unit and hourly services. Our streamlined process, which has been field tested over the past five years, has become our standard operating procedure and is now conducted for all invoice submittals. As we separately track recovery service data through DIMS and through other field reporting, all costs we invoice are segregated accordingly and clearly delineated on all invoices. All other salient information is clearly identified on invoices, and applicable backup is attached in a clear and concise fashion. This procedure increases both invoice clarity and accuracy.

Given the flexibility afforded us by our real-time data processing and analysis, we are also open to any process suggestions by our clients. Our processes are extremely adaptable and flexible, so we can accommodate any specific billing procedures or systems. Additionally, for invoice processing, all pass-through charges if applicable will be consolidated and summarized by like categories and submitted to the City accordingly. All applicable backup for all invoices will be included for ease of review and to facilitate timely reimbursement.

In support of accurate accounting and reporting on a field level, we use a number of manual reports and logs, which are subject to a tiered approval process. Our Project Manager, in the end, is required to endorse all documents that commit funds. Hourly Equipment Logs and Time Sheets are used during the emergency clearing phase. These are multi-part forms which are distributed to applicable parties. In addition to completed Truck Measurement Records and Load Tickets, which are scanned and stored in our database, manual Truck Measurement and Truck Load Call logs are maintained. Moreover, QA/QC Deficiency Reports and other safety reports and logs are kept. All reports are collected and compiled by field supervisors and managers and routed daily to our central processing office, where our Project Manager reviews as necessary. Ultimately, a process is established to collect all the documentation needed to validate the location, time, type, length, and quantity of services conducted.

Per any City guidance and instruction, AshBritt will submit all project invoices with all applicable backup and supporting documentation as required for validation of their correctness. AshBritt will include as backup for all billing periods hard copies of the actual debris load tickets, hard copies of all landfill weight tickets (as applicable), hard copies of the all data in an Excel spreadsheet format, and electronic files of the Excel spreadsheet in an acceptable format to the State. AshBritt recognizes that payments will not be made based off of incorrect invoices; however, if our pre-invoice data reconciliation process is followed, all invoices should be fast-tracked for approval and payment. If a submitted invoice is erroneous, AshBritt will correct all errors and submit a revised invoice for payment. AshBritt will not bill for any debris collected in areas located outside of the City Assigned Debris Control Zone, nor will we bill duplicate tickets.

Our backup data and Excel spreadsheet will include, at a minimum and as applicable, the following for each load collected:

- Date of Load
- Time of Load
- Street Name and Area
- Debris Hauler Name (Subcontractor)
- Truck Number (Certs, as necessary)
- Certified Truck Capacity in cubic yards (Certs and Truck Record logs, as necessary)
- FEMA Approved Cubic Yardage of debris disposed (if applicable)
- Corresponding Invoice Number

- Ticket Number
- Landfill Disposal Ticket Number (if applicable)
- Landfill Disposal Weight (if applicable)
- Disposal Type, (i.e. Landfill, Incineration)

Hardcopies of the backup data spreadsheets accompanying all invoices will contain data and information pertaining only to the submitted applicable invoice. The spreadsheet included with each invoice will depict one sheet with data and information pertaining only to the invoice being submitted and a second sheet, which summarizes all data and information from the project to date (i.e., a cumulative total). Furthermore, any additional data and information in any required format for which the City may request, will be supplied.

▪ ***Debris Information Management Overview***

AshBritt, through our proprietary Debris Information Management System (DIMS) provides electronic and computerized updates of daily, weekly, and cumulative recovery progress via the web. These reports and graphics clearly illustrate daily and cumulative volumes recovered, crew locations, estimated percentage completion, deficiency location and status and hot spot/punch list status, as applicable. Data, reports and illustrative graphics will be accessible via web sites, as appropriate, on secure servers for the City and other representatives, officials and citizens. As we separately track recovery service data through DIMS and through other field reporting, all costs we invoice are segregated accordingly and clearly delineated on all invoices. All other salient information is clearly identified on invoices, and applicable backup is attached in a clear and concise fashion. This procedure increases both invoice clarity and accuracy. Our procedures significantly expedite client processing, audits and grant reimbursements.

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DIMS FlexCap Overview

➤ Safety & Health Plan Statement

AshBritt has developed a comprehensive Site Specific Safety Plan (SSSP) for employment during any recovery mission. Our SSSP incorporates the aspects necessary to be progressive in our committed priority of ensuring the safety of all employees, clients and general public on all of our projects.

Our emphasis on providing a culture of safety begins with the assignment of responsibilities to qualified personnel who will have the authority to implement the provisions of the SSSP. Next, the Scope of Work details the standard operating procedures for the various work phases and the specific AHA which address the possible hazards involved in the project and are provided for all phases of work. Also, in order to monitor the hazards/risks and exposures in accordance with this plan, control measures are set in place. Lastly, two AshBritt senior executives have been members of the **Safety Pays Committee for the USACE Jacksonville District** since 2009.

Health and safety provisions include training all personnel on the proper use and application of PPE, sanitation concerns, housekeeping priorities, First Aid requirements and accident/incident reporting. In addition, all provisions of the most recent edition of USACE EM 385-1-1, National Fire Prevention Code, the United States Coast Guard Regulations and any applicable local requirements are detailed and will be adhered to.

An important safeguard included in the SSSP is the proper and authorized utilization of machinery, mechanized equipment and motor vehicles. In order to ensure a proactive safety environment, pre-work inspections along with periodic site inspections of equipment and personnel will be performed by authorized and qualified personnel. In the event of an action of non-compliance with the SSSP, such as but not limited to improper SOP or alcohol or substance abuse while on duty, progressive disciplinary action will be determined by authorized personnel.

An essential piece of an effective SSSP is to have informed personnel. This is accomplished by providing training and instruction to all workers including managers and supervisors and by establishing and maintaining a continuously flowing employee communication system between management and staff.

AshBritt is committed to safety and striving for a goal of ZERO incidents. **AshBritt's current EMR rating is .99.** In the event of an incident an accident/exposure investigation process along with an emergency response and contingency plan has been established. In order to comply with OSHA 1910.1200, Hazard Communications Standard, a written Site Specific Hazard Communication Program has been established for AshBritt. Along with the Site Specific Hazard Communication Program, the Accident Prevention Plan is also available for review by any interested employee.

As stated above, AshBritt considers safety and environmental concerns very seriously in any disaster recovery operation and we have an impeccable record as a result. During our management of Hurricane Katrina, under the U.S. Army Corps of Engineers, we maintained negligible lost-time injuries to total-man-hours worked. Additionally, in managing over 49 temporary disposal sites, we had relatively few environmental safety impacts. Given the scope of the mission, these achievements are truly extraordinary. They are a true testament to our commitment to safe and responsible practices.

Furthermore, our past track record in working on several USACE demolition projects in Fort Rucker, Alabama exemplify our dedication to high standards of safety performance. AshBritt was awarded *Contractor of the Quarter* several times for our safety achievements on these projects.

We pride ourselves on continually training our own personnel, as well as extending that knowledge to our subcontracting partners through written plans, on-the-job training and outside education. All of our management staff as previously expressed are ICS certified and most of our full-time field personnel are OSHA 40 Hour HAZWOPER certified.

AshBritt prides itself on bringing innovative ideas to the disaster recovery industry. Below, we have detailed our Safety Pays Incentive Program. This program recognizes personnel for actively adhering to our safety standards.

▪ **Safety Pays Incentive Program**

Purpose: To create and foster a safe working environment by using innovative practices and programs that will motivate personnel to exercise safe work practices.

Step 1: Inform all personnel of the required Personal Protective Equipment (PPE) through safety meetings and the Temporary Debris Storage and Reduction Site (TDSRS) message board. Safety starts from the top therefore, this should involve all personnel at a TDSRS. Once the areas where PPE have been clearly defined, instruct management and officers of the company to observe and correct personnel who are out of compliance.

Step 2: Determine the safety incentive and how it will be disbursed including the factors involved in choosing a recipient.

- **Safety Incentive: A gift card.** This incentive could be given out on a predetermined basis such as daily, weekly or whenever the inspector observes an outstanding example of personnel exhibiting safe work practices.
 - In the daily format, AshBritt will purchase a number of \$25.00 gift cards to national chain stores (Target, Wal-Mart, Barnes & Noble, Starbucks, Walgreens, etc.). These gift cards would then be given at random to a team or individual who continuously complies with the safety requirements set forth by AshBritt. An individual such as the Safety Officer, Contractor Quality Control Systems Manager (CQCSM), or Corporate Officers would give these gifts on the spot and the recipient would be acknowledged and identified at the next safety meeting.
 - In the weekly format, AshBritt will purchase a number of \$50.00 gift cards to national chain stores (Target, Wal-Mart, Barnes & Noble, Starbucks, Walgreens, etc.) These gift cards will be distributed by the above management personnel after they observe the complete safety program for one week and choose one or more individuals to be recognized at the next weekly safety meeting. The successful individuals will be given the opportunity to choose a gift card of their choice and those individuals would be given this recognition in front of their assembled team.

The factors for choosing a recipient should include, but are not limited to, the following:
PPE being worn properly, Federal and State DOT laws being adhered to (load height, speed limits, vehicle inspections), adherence to the site specific safety plan, overall attitude toward safety any other criteria as stated by AshBritt management personnel.

Step 3: Inform the workers at the weekly safety meeting.

Step 4: Instruct the Managers and QC personnel to continuously remind the workers about the goal of being safe and the innovative incentive to do so. During safety meetings, discuss why the individual receiving the safety pays incentive award is doing so and encourage others to follow this example.

Step 5: Ask for feedback from all personnel as to the effectiveness of the program. AshBritt can use this feedback during its After Action Review on the project.

Two of our executives have also been on the USACE Jacksonville District Safety Pays committee since 2009. In 2011, they were recognized for their participation with the below letter.

AshBritt is also currently researching the use of mobile devices for recording QA/QC inspections. Tablets and smart phones can be utilized for recording data for continuous improvement. This functionality will relieve field personnel from completing and managing hard-copy forms. In addition, the reports will be recorded and accessible by leadership on a real-time basis.

▪ **Health, Safety & Accident Prevention Plans**

AshBritt is committed to protecting its employees, its clients and the general public on all disaster recovery projects. This fundamental company value is paramount to us and is inherent in all our operations. **Our goal is ZERO safety incidents.** AshBritt considers safety and environmental concerns very seriously in any disaster recovery operation and we have an impeccable record as a result. **AshBritt's current EMR rating is .99.** During our management of Hurricane Katrina, under the U.S. Army Corps of Engineers, we maintained negligible lost-time injuries to total-man-hours worked. Additionally, in managing over 49 temporary disposal sites, we had relatively few environmental safety impacts. Given the scope of the mission, these achievements are truly extraordinary.

The following guidelines validate our commitment to safety:

- The Operations Manager is responsible for supporting and monitoring the safety, health, and risk management process
- Health and Safety Officer (HSO) is responsible and accountable for leading and implementing the safety, health, and risk management process
- All supervisors possess skills and knowledge commensurate with project responsibilities
- All employees must comply with safety, health, and risk management requirements
- We continuously improve safety management by identifying and implementing innovative ideas and processes
- We foster a culture that aligns safety, health, and risk management with all other business objectives
- We persistently emphasize the importance of safety, health, and risk management to our employees and partners
- Planning, process, and lack of incidents will be the measure of our success
- Referenced Materials: AshBritt H&S Manual, USACE EM 385-1-1, 29 Code of Federal Regulations (CFR) 1910,1926 and ANSI Standards

Our emphasis on providing a culture of safety begins with the assignment of responsibilities to qualified personnel who will have the authority to implement the provisions of the Site Specific Safety Plan (SSSP). Next, the Scope of Work details the standard operating procedures for the various work phases. Lastly, the specific Activity Hazardous Analysis' (AHAs) address the possible hazards involved in the project.

AshBritt prides itself on bringing innovative safety ideas to the disaster recovery industry. Our comprehensive Safety Pays Incentive Program recognizes personnel for actively adhering to our safety standards. AshBritt is also researching the use of **mobile devices for recording QA/QC inspections.** Tablets and smart phones can be utilized for recording data for continuous improvement. This functionality will relieve field personnel from completing and managing hard-copy forms. In addition, the reports will be recorded and accessible by leadership on a real-time basis. Lastly, two AshBritt senior executives have been members of the **Safety Pays Committee for the USACE Jacksonville District** since 2009.

AshBritt has developed a comprehensive SSSP for employment during any recovery mission. Our SSSP incorporates the aspects necessary to be progressive in our committed priority of ensuring the safety of all employees, clients and general public on all of our projects.

▪ **Site Specific Safety and Health Plan**

Client Name:	City of Pompano Beach, FL	Contract Number: TBD
Contractor Name:	AshBritt, Inc. 565 East Hillsboro Boulevard Deerfield Beach, Florida 33441	954-725-6992 Phone 954-725-6991 Fax Email: response@ashbritt.com
AshBritt Principal:	John Noble, Chief Operating Officer	

The following *Site Specific Safety Plan* (SSSP) identifies the scope of work, accompanying hazards, applicable control and preventative measures, as well as the orientation, instruction, inspection, reporting, communication lines and investigations of safety concerns and incidents. Furthermore, it identifies the roles and responsibilities of key management in carrying out the plan objectives.

Description of Work to be performed:

Debris Loading, Debris Hauling, Hazardous Tree Mitigation, Debris Reduction, Final Disposition of Reduced Debris/Material & TDSR Site Restoration

Working	Reference	Emergency	Response	Plans:
Spill Plans (01.E.01, 06.A.02)				
Firefighting Plan (011.01, 19.A.04)				
Contingency Plan for Severe Weather (19.A.03)				
Source: U.S. Army Corps of Engineers,			Manual EM	385-1-1

➤ **Plan Elements**

Activity Hazard Analysis

Prior to commencement of any phase of debris operations, the Operations Manager and/or Health and Safety Officer will address the *Activity Hazard Analysis*. Some sample AHAs include the following:

Debris loading	Debris hauling and Dumping	Debris reduction
Equipment Setup	Hazardous Tree Removal	Hazardous Hanging Limb Removal
Tree Climbing	Tree Felling	Stump Removal
Debris Loading	Demolition	Freon Reclamation

▪ ***Control Measures***

AshBritt site staff will monitor the hazards, risks and exposures in accordance with this SSSP. The plan addresses the various hazards, risks and exposures. Unsafe or unhealthy work conditions; practices or procedures shall be corrected in a timely manner based on the severity of the hazard.

▪ ***Personal Protective Equipment (PPE)***

Personnel will be trained in the proper use and application of PPE. At a minimum, personnel shall be required to wear clothing suitable for the weather and conditions including Class 2 Hi-Vis clothing as the outer layer (per ANSI/ISEA 107), shirts with sleeves, long trousers, safety shoes or boots, and head protection (per ANSI Z89.1) as or if hazards warrant, hearing protection (per 29 CFR 1910.95), eye protection (per ANSI Z87.1), hand protection, and respiratory protection shall be required for persons handling rough, sharp edged, abrasive materials or work that subjects the hands to lacerations, punctures, burns, or bruises will use hand protection. All visitors shall wear the required PPE. During any pre/post daylight hours operations there will be sufficient light source both at the sites and on the equipment so that all areas of the operation can be easily seen. Lighting at the TDSR site will be attained by use of light towers or equivalent.

▪ ***Health and Safety Provisions***

At a minimum, sanitation toilets at TDSR sites will include two toilets, which will be situated on-site (one male and one female) in a location convenient to the work area(s). Each toilet is equipped with a toilet seat and toilet seat cover. Each facility is constructed so there is sufficient light, occupants are protected against weather and falling objects. The door will be tight-fitting, latchable and self-closing. In offices there will be toilets for each sex and will be maintained in a clean manner. Waste disposal receptacles are located on-site and will be maintained in a sanitary condition without the aid of a cover. Hand sanitizer will be available at all toilets.

Housekeeping: Working areas will be cleaned up daily. Daily dumpsite inspections will be conducted and a record of all findings will be maintained. The site will be maintained free from accumulation of unnecessary combustible materials.

Medical and First Aid Requirements for Shifts: Two employees on each shift shall be qualified to administer first aid and CPR. No employees shall be required to work alone in remote areas. First aid kits shall contain sixteen unit-type first aid packages. First aid kits will be located at the TDSRS tower and easily accessible to all workers. The contents of first aid kits will be checked prior to utilization and weekly when work is in progress to ensure that expended items are replaced.

▪ ***Fire Prevention***

All provisions of the National Fire Prevention Code, the United States Coast Guard Regulations, and any applicable local requirements will be adhered to.

Fires and open flames shall not be left unattended

All sources of ignition shall be prohibited within 50 feet of operations with a potential fire hazard

Area of ignition storage will be conspicuously and legibly posted "No Smoking or Open Flame"

Smoking shall be prohibited in all areas where flammable, combustible materials are stored "No Smoking or Open Flame" signs will be posted in prohibited areas

An approved fire extinguisher will be placed in each piece of operating equipment

Fire extinguishers shall be approved by a nationally recognized testing laboratory

Machinery will be equipped with a CO2 or dry chemical fire extinguisher with a minimum UL rating of 5BC

General training will be provided by the QC representative on the use and locations of fire extinguishers

A fire extinguisher, rated not less than 20B shall be located not less than 25 feet or more than 75 feet from any outside flammable liquid storage area

Flammable liquids shall be kept in closed approved containers when not in use

Safety cans and other portable containers for flammable liquids having a flash point at or below 73 degrees Fahrenheit shall be painted red with a yellow band around the can and the name of the contents legibly indicated on the container

Workers shall carefully guard against any part of their clothing becoming contaminated with flammable or combustible fluids. They will not be allowed to continue to work if their clothing becomes contaminated and must remove or wet down the clothing as soon as possible

No flammable liquid with a flash point below 100 degrees Fahrenheit shall be used for cleaning purposes or to start or rekindle fires

Areas in which flammable or combustible liquids are transferred in quantities greater than 5 gallons shall be separated from other operations by at least 25 feet

Drainage or other means shall be provided to control spills

During refueling natural ventilation shall be provided to maintain the concentration of flammable vapor at or below 10 % of the lower flammable limit

All storage, handling, and use of flammable and combustible liquids shall be under the supervision of a qualified person

Approved metal safety cans shall be used for handling and use of flammable liquids in quantities greater than one gallon with certain specific exceptions

Flammable or combustible liquids will not be stored in areas used for exits, stairways, or normally used for the safe passage of people

The indoor storage of flammable and combustible liquids will be limited to no more than fifteen gallons

Disposal of combustible waste materials shall be in compliance with applicable fire and environmental laws and regulations

Vehicles, equipment, materials and supplies shall not be placed so that access to fire hydrants and other firefighting equipment is obstructed

▪ ***Machinery and Mechanized Equipment***

Before any machinery or mechanized equipment is placed in use, it shall be inspected by a competent person and certified to be in safe operating condition.

Inspections and tests shall be in accordance with manufacturer's recommendations.

All machinery and equipment shall be inspected daily by the operator prior to use to ensure safe operating conditions.

Any inspection made at the beginning of each shift during which the equipment is found to be unsafe, or whenever a deficiency which affects the safe operation of equipment is observed, the equipment shall be immediately taken out of service and its use prohibited until unsafe conditions have been corrected.

- A tag indicating that the equipment shall not be operated and that the tag shall not be removed, shall be placed on the steering wheel. Where required lockout procedures will be used. The tag will remain in its attached location until it is demonstrated to the individual dead-lining the equipment that it is safe to operate.

- When corrections are complete, the machinery or equipment shall be operated in accordance with the manufacturer's instructions and recommendations.

All machinery or equipment shall be shut down and positive means taken to prevent its operation while repairs or manual lubrications are being done.

All repairs on machinery or equipment, or parts thereof which are suspended or held apart in slings, hoist, or jacks also shall be substantially blocked or cribbed before personnel are permitted to work underneath or between them.

End-loader buckets shall be fully lowered or blocked when not in use. All controls shall be in neutral position with the engines stopped and brakes set, unless work being performed on the machine requires otherwise.

Stationary machinery and equipment shall be placed on a firm foundation and secured before being operated.

- All work areas in which heavy machinery is being operated shall be illuminated from sunset to sunrise.
- All vehicles which will be parked or moving slower than normal traffic on haul roads shall have a yellow flashing/rotating light and four way flashers viewable from all directions.
- Equipment shall be shut down prior to and during fueling operations.
- Whenever equipment is parked the parking brake shall be set. If equipment is also parked on an incline, wheels shall be chocked or track mechanism blocked. All equipment left unattended at night, adjacent to a highway in normal use shall have lights or reflectors, or barricades equipped with lights or reflectors, to identify the location of the equipment.
- No modifications or additions which affect the capacity or safe operation of the machinery or equipment shall be made without the manufacturer's written approval. No modifications to equipment will be required for any reason, if the modification voids or limits the manufacturer's warranty. If modifications are made, the capacity, operation, and maintenance instruction plates, tags, or decals shall be changed accordingly.
- In no case shall the original safety factor of the equipment be reduced.
- Steering or spinner knobs shall not be attached to the steering wheel.
- The controls of loaders, excavators, or similar equipment with folding booms or lift arms shall not be operated from a ground position unless so designed. Personnel shall not work or pass under or ride in the buckets or booms of loaders in operation.
- All machinery and construction equipment will be equipped with a reverse signal alarm. Reverse signal alarms shall be audible and sufficiently distinct to be heard under prevailing conditions.
- All belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating, or moving parts of equipment shall be guarded when exposed to contact by persons or when they otherwise create a hazard.
- All hot surfaces of equipment, including exhaust pipes or other lines, shall be guarded or insulated to prevent injury and fire.
- Substantial overhead protection shall be provided for operators of construction equipment in the form of FOPs and/or ROPs.
- Equipment operated between sunset and sunrise shall have the following lights:
 - Two headlights
 - At least one red tail light and one red or amber stoplight on each side of the rear
 - Directional signal lights on both front and back
 - At least one amber rotating/flashing light visible from 360°

▪ **Motor Vehicles**

- Seat belts shall be installed and worn in all motor vehicles.
- Glass used in windshields or cabs shall be safety glass. Any cracked glass shall be replaced.
- Motor vehicles operated on any roadway shall be equipped with speedometer, power operated starting device, fuel gauge, rearview mirror, defogging device, defrosting device, audible warning device, headlights, taillights, brake lights, back-up lights, turn signals from the front and rear and at least one amber rotating/flashing light visible from 360°
- All motor vehicles shall be equipped with power wipers.
- Motor vehicles shall have an emergency brake system which will automatically stop the equipment upon failure of the service brake system; the emergency brake system shall be manually operated from the cab of the equipment.
- Motor vehicles shall be shut down and positive means taken to prevent its operation while repairs or manual lubrications are being done.
- All repairs on motor vehicles or parts thereof which are suspended or held apart by slings, hoist or jacks also shall be substantially blocked or cribbed before personnel are permitted to work underneath or between them.
- Every person operating a motor vehicle shall possess, at all times while operating such vehicle, a permit valid for the equipment being operated. No vehicle shall be placed in service until it has been inspected.
- All vehicles shall be equipped with service brakes and manually operated parking brakes. Service and parking brakes shall be adequate to control the movement of, to stop, and to hold the vehicle under all conditions of service. Service brakes on trailers and semi-trailers shall be controlled from the driver's seat of the prime mover. All dump trucks shall be equipped with a holding device to prevent accidental lowering of the body while maintenance or inspection work is being done.
- All off-highway end-dump trucks shall be equipped with a means to determine whether or not the dump box is lowered.
- All debris loads must be trimmed to ensure that nothing is hanging over the vehicle/trailer sides and does not extend more than 24 inches above the vehicle/trailer top.
- Minimum emergency equipment required is one red flag not less than twelve inches square with standard and three reflective markers which shall be available for immediate use in case of emergency stops, two wheel chocks for each vehicle or each unit of a combination of vehicles, at least one 2A10BC fire extinguisher.

- Trucks will not back up without a spotter and workers will not walk in close proximity to working equipment or under raised buckets or booms.
- Motor vehicles, equipment and personnel shall not work within 10 feet of electrical lines or conductors.
- Principles of defensive driving shall be practiced. All traffic rules will be obeyed. The operator must have the vehicle under such control as to be able to bring it to a complete stop within the assured clear distance ahead. Vehicles will not be driven at speeds greater than the posted speed limit, with regard for weather, traffic, intersections, width and character of the roadway, type of motor vehicle, and other existing condition. Headlights shall be turned on from sunset to sunrise, during fog, smoke, rain, or other unfavorable atmospheric conditions, and at any other time when there is not sufficient light for the vehicle to be seen or the operator to see on the highway at a distance of five hundred feet. Vehicles shall not be driven on a down grade with gears in neutral or clutch disengaged.
- Personnel will not ride on running boards, in bed of trucks or in buckets of loaders at any time. Personnel will not walk on top of debris loads in trailers.

▪ **Traffic Control**

- Minimal PPE required for all workers affected by traffic will consist of sleeved shirt, long pants, safety shoes/boots, hard hats, safety glasses and Class 2 HiVis (per ANSI/ISEA 107) apparel as the outermost layer. HiVis apparel should be clean and in good condition.
- Traffic control devices will consist of orange cones with reflective striping, signage and flaggers with stop/slow paddles. Any vehicle impeding normal traffic flow will have a minimum of working hazard lights and an amber warning beacon or strobe placed so it is easily visible from all directions.
- The STOP/SLOW paddle shall have an octagonal shape on a rigid handle. STOP/SLOW paddles shall be at least 18 inches wide with letters at least 6 inches high. The STOP face shall have white letters and a white border on a red background. The SLOW face shall have black letters and a black border on an orange background.
- Project Managers should coordinate with their local municipalities to determine roads with high traffic volume and plan accordingly. Operations Manager will be notified of such areas and a specific plan will be set in place for each identified area.

Periodic Site Inspections will be performed according to the following schedule:

Area of Inspection	Frequency	Inspector
Office	Weekly	OM, SPM, HSO
TDSR	Daily	HSO, SPM, PM, Sub Rep
Vehicle/Equipment	Daily	SPM, PM, QA/QC, HSO Operator
Active Operations	Daily	HSO, SPM, PM, QCM

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

- When observed or discovered
- When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property we will remove all exposed workers and any other personnel from the area except those necessary to correct the existing condition.
- Workers necessary to correct the hazardous condition shall be provided with the necessary protection and appropriate instruction.

▪ **Progressive Discipline**

Non-compliance with the SSSP may result in progressive disciplinary action as determined by the Senior Project Manager/Operations Manager/Owner Representatives/Owner/ Health and Safety Officer.

▪ **Training and Instruction**

All workers, including managers and supervisors, will be trained as follows:

Training Protocol	Frequency	Responsible Person
Initial establishment of the SSSP Program	Start of Project	OM, SPM, HSO, PM
TDSR Safety Checklist	Start of Project and Weekly Thereafter	PM, QA/QC, HSO, SPM
Safety Meeting with Sign In Sheet	Start of Project and Weekly Thereafter	HSO, PM, QA/QC,
Toolbox/Safety Meeting	Daily	Sub-Contractor Rep, PM, QA/QC
When new substances, processes, procedures or equipment, which present new hazards, are introduced into the site	As required	OM, SPM, HSO, PM, QA/QC
When new previously unidentified hazards are recognized	As required	OM, SPM, HSO, PM, QA/QC
When occupational injuries and illnesses occur	As required	HSO, OM, SPM
To all workers given new job assignments for which training has not previously been provided	As Required	OM, SPM, HSO, PM, QA/QC
When any new employee is hired	As Required	OM, SPM, HSO, PM, QA/QC
When employees who are unfamiliar with the site are assigned to the site, or when tasks are assigned for which a hazard evaluation has not been conducted.	As Required	OM, SPM, HSO, PM, QA/QC
Whenever workplace conditions warrant an inspection	As required	OM, SPM, HSO, PM, QA/QC

Workplace safety and health practices for all locations include, but are not limited to, the following:

- Explanation of the SSSP Program, Contractor's/Client's Safety Program, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, injuries and when additional instruction is needed.
- Ensure proper use of appropriate clothing, including gloves, footwear, and personal protective equipment.
- Availability of toilet, hand washing and drinking water facilities for impacted employees
- Provisions for medical services and first aid including emergency procedures
- In addition, we provide specific instructions to all workers regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training.

No person shall be required or instructed to work in surroundings or under conditions which are unsafe or dangerous to their health.

Any person aware of an unsafe or dangerous condition shall report the condition to his/her supervisor immediately. The particular operation will be stopped, the Senior Project Manager will appoint a competent individual to investigate the condition and make corrections prior to restart of the operation.

▪ **Project Site Orientation**

AshBritt provides orientation on the following subjects/programs to all our employees as required by the specific project and all programs are part of the Health and Safety Manual:

- | | |
|--|--|
| • AshBritt Code of Safe Practices | • Safe access to all working areas |
| • Drug and Alcohol Program | • Materials handling |
| • Good housekeeping, fire prevention, safe practices for operating any tools, vehicles and equipment | • Traffic safety |
| • Safe working procedures for cleaning, repairing, servicing and adjusting equipment and machinery | • Marine safety |
| | • OSHA's Top Four –Falls (slips/trips), Struck By, Caught Between, Electrocution |

▪ **Emergency Response Capability and Contingency Plans**

Emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire and police shall be conspicuously posted at all work sites. This list will also be distributed in the Pre-Work and weekly safety meetings. In the event an evacuation of a work site is necessary, it will be announced and all staff and visitors are to leave the area immediately. Pre-emptive actions shall include:

- The QA/QC or Project Manager shall contact the HSO
- The HSO shall contact the OM who will contact the City Representative as required.

All releases/spills must be controlled immediately to prevent material from entering storm sewers, drains, aquifers or soil. All site workers will closely monitor all their work operations and eliminate leaks or spills. All spills must be reported to the PM immediately. The QC Site Supervisor/Project Manager must report all incidents to the on-call Hazard Consultant or the HSO immediately.

▪ **Medical and First Aid Requirements**

- All team members will be required to have First Aid/CPR/AED/O2 Provider training and be able to provide current certifications.
- First Aid Kits will be of sufficient size in relation to workers and at a minimum will be a 16 unit first aid kit.
- First Aid kits comply with ANSI Z308.1 constructed of weather proof containers, easily accessible to all workers, and each item therein maintained sterile.
- The contents of First Aid kits shall be checked prior to project start and weekly when work is progress to insure that expended items are replaced.

▪ **Prevention of Alcohol and Drug Abuse on the Job**

AshBritt is a certified Drug Free Workplace. At no time while on duty shall employees use or be under the influence of alcohol, narcotics, intoxicants, or similar mind altering substances. Employees found to be under the influence of or consuming such substances will be immediately removed from the job-site. The importance of a drug free environment will be emphasized. If an employee of a sub-contractor is under suspicion of alcohol/drug intoxication, that individual will be removed from the work site and the sub-contractor's senior representative will be contacted. The sub-contractor will be required to report to the OM promptly with the corrective measures.

▪ **Safety Results**

AshBritt's Safety Record

AshBritt has put in place extensive policies, procedures, and incentives all designed to provide a safe and healthy work environment for all of our employees, subcontractors, residents and customers. We have demonstrated such in our OSHA logs and EMR ratings. As required, our Workman's Compensation Experience Modification Rating (EMR) for the last three years is as follows, as well as OSHA Lost Time and Recordable Incidents:

Experience Modification Rating:

2013	2012	2011
0.99	1.39	1.30

OSHA Lost Work Day Rate:

2013	2012	2011
0	0	0

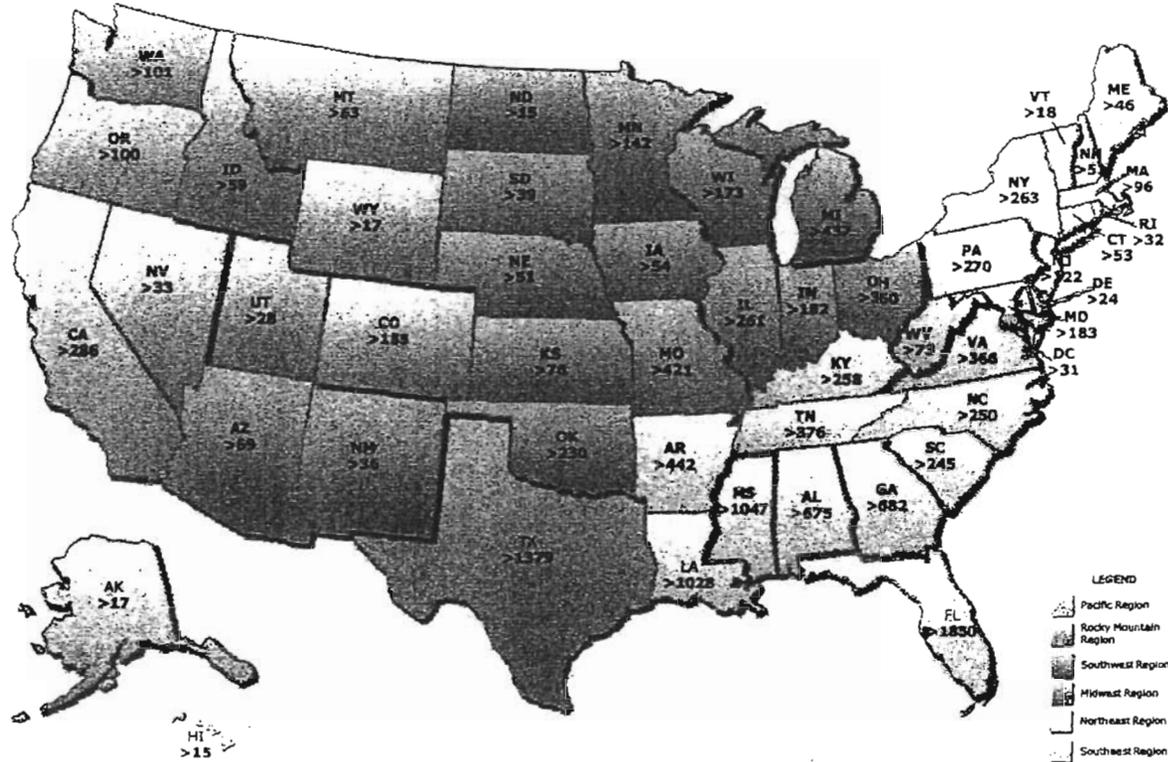
OSHA Recordable Incidents Rate:

2013	2012	2011
0	0	0

Our Team has put in place extensive policies, procedures, and incentives all designed to provide a safe and healthy work environment for all of our employees, subcontractors, residents and customers. We have also leveraged innovative practices in support of our safety policies, procedures. What follows here is a general discussion and details on the AshBritt Team's "Zero Incident" Safety Program and our Site Specific Safety and Health Plan (SSHP) including any Activity Hazardous Analysis (AHAs) and our Fall Protection and Prevention Plan (FP&P). Our goal on every job is Zero Incidents - to ensure that all work is completed safely, with appropriate tools, the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM385-1-1) and Occupational Safety and Health Standards are the cornerstone of our SSHP and FP&P. This goal takes priority over scheduling concerns. In addition to the above recent results, we have an outstanding record from our Hurricane Katrina USACE mission with a .01 lost time record for that mission.

Primary & Reserve Standby First-Responder Subcontractor Table

AshBritt has over 13,000 registered recovery-related subcontractors and vendors nationwide, with over 1,850 in the State of Florida reporting approximately 3,500 pieces of heavy equipment and support apparatus.



Subcontracting Participation Plan

Subcontractor participation in disaster recovery missions is instrumental to the success of any project. As such, it is important that all stakeholders fully appreciate and comprehend the subcontracting plan and compliance controls exercised by a prime contractor. AshBritt will give priority to utilizing labor and other resources within the City of Pompano Beach, our commitment is to 50% local and SBE subcontractors. AshBritt has always maintained a solid commitment and plan for the inclusion of local, small, minority and disadvantaged businesses. More importantly, we have the historical data and references to substantiate this.

AshBritt clearly understands the complex perception that limits the participation of small, minority and disadvantaged business enterprises on projects. We typically look over these perceptions, simply because the employment of these companies historically benefits all stakeholders after a disaster event: the local community, the firm itself, us as a prime contractor, and the client (City of Pompano Beach). Owing to our long history, we have the experience in managing sensitive relationships in complex projects such as disaster recovery, including partnering, teaming, and joint ventures with both small and large firms. We pride ourselves on understanding our role as a professional stakeholder within these relationships and we stay committed to local team building and developing quality relationships.

AshBritt makes ongoing efforts to create new subcontractor relationships. We welcome any referrals by local representatives to meet and to confer with native subcontractors. It behooves all parties involved to establish relationships and commitments prior to any storm event. AshBritt believes that the best solution is pre-disaster planning for identification and eventual inclusion of local businesses in the post-event recovery projects. The pre-event planning and relationship building must take place on an annual basis and any subcontractor lists or relationships need to be consistently updated.

Commitment

Our industry, on the whole, relies heavily on subcontractor resources, both firms and personnel. AshBritt has worked with thousands of subcontractors and individuals over our history. We maintain records and databases of all past subcontractors and employees, and we always encourage new interested firms and qualified individuals to register and submit resumes through our web portal. Additionally, we maintain a core group of standby subcontractors who are exclusively available for deployment on AshBritt projects. We also engage local firms and minority, women and disadvantaged enterprises and individuals in recovery efforts whenever possible. Local contractors and individuals are extremely beneficial, as they are quick to mobilize, highly motivated to assist their own community, and knowledgeable of local customs, politics, demographics, geography and area suppliers.

Moreover, we are committed to giving local firms and individuals the first opportunity for work when its available. We have accumulated our robust pool of qualified staff reservists across the country by following such a practice. Simply, all available local resources are indispensable to the rapid, efficient and successful completion of any recovery project.

We identify potential local subcontractors and individuals on an ongoing basis through several sources. These include: the local City of Pompano Beach Business Tax Receipt list, Broward County Small Business Development Division, Pompano Beach Chamber of Commerce, State of Florida Office of Diversity, South Florida Water Management District, the FDOT DBE Directory, the SBA 8(a) Minority-Owned and Woman-Owned Business Directory and the SBA, as well as recommendations from local trade associations, equipment dealers, and client personnel.

On April 10th 2014, in conjunction with Small Biz CEDC and the Executive Director, Mary Phillips, AshBritt held a small business workshop at the E. Pat Larkin Center. The event was well attended by local small businesses. The attendee list and letters of intent from that workshop are enclosed.

Generally, our selection process is broken down into three generic steps: 1) Identification, 2) Qualification, and 3) Execution. They are as follows:

- 1) Identification: Identification of subcontractors is ideally conducted as part of the pre-planning process prior to the event response. Given the unpredictability of disasters, either location or extent, additional identification of subcontractors, especially local and regional, occurs just after events and often throughout the recovery. By utilizing various public and private sources, as highlighted above, we are able to canvass potentially useful and qualified subcontractors. Further, we are able to glean valuable business background information to reference against our subcontracting goals. Subsequently, we work towards cataloging all identified firms into our subcontractor database. Our Subcontractor Management System is a customized web-based computer application that allows for efficient information storage and retrieval and subsequent, ongoing identification of subcontractors from the affected region. A robust and sophisticated set of filtering parameters allows for the efficient culling of relevant data, making our selection process both pre- and post-event sufficiently rapid. Select screen shots are included at the end of this section for reference purposes.

- 2) Qualification: Qualification and vetting of viable subcontractors is accomplished through an operational, financial, and administrative review, which includes, but is not limited to, the following:
 - An initial interview—via phone or in person.
 - A review of equipment and resource list, work history, special qualifications and capabilities.
 - A review of applicable Dunn and Bradstreet Reports.
 - An on-site inspection of facilities and equipment, as applicable.
 - An insurance review to ensure current or future contract compliance.

- 3) Execution: Execution and potential deployment of subcontractors on an AshBritt mission will take place only after careful consideration, evaluation, and selection by an AshBritt authorized representative. Ultimately, the selection process culminates with the execution of a Subcontract Agreement, either pre-event/position or post-event. This selection vetting process is based on the information obtained during the second phase of the hiring process. AshBritt will review in detail the scope of work each local contractor may be asked to perform within the terms of their contract. They will be briefed on all aspects of the operation, including safety rules and regulations, and required toolbox discussions, attendance at weekly safety meetings, use of the tracking system, invoicing procedures, and all facets of AshBritt's debris management plan. Furthermore, they will be provided the opportunity to review and ask questions about their Subcontract Agreement (Contract).

Subcontracting Plans & Agreements

Relying on subcontractor resources makes it critical to establish stringent standards and guidelines to protect our own and the Town's interest. AshBritt's Base Subcontracting Plan (available upon request) sets performance criteria for all prospective subcontractors. It also works to develop a professional and capable workforce and to promote work force diversity and inclusion of small and disadvantaged firms. Most importantly, it ensures real participation of qualified disaster-affected local firms. All potential subcontractors, to perform under an AshBritt contract, must be pre-approved from our resource database, have a favorable evaluation from either a prior AshBritt project or at least three non-AshBritt projects, or the favorable endorsement of the client.

Additionally, all equipment to be deployed is thoroughly inspected and certified as operationally safe. Workforce safety training is administered when necessary, and a compliance agreement of all safety policies as mandated by all governing authorities must be acknowledged. Subcontractors must execute a Subcontractor Agreement, which defines the scope of work, responsibilities, accountabilities, and binds the subcontractor to comply with FAR and FEMA regulations, as well as all Longboat Key contract requirements. They must also execute a hold harmless agreement indemnifying Longboat Key and agents. Further, based on anticipated participation revenues, comprehensive insurance coverage, including worker's compensation is mandated. A certificate of liability insurance with established limits must be submitted before work can commence. Moreover, compliance with all applicable federal, state, and local tax, unemployment compensation, and worker compensation laws is mandated.

Challenges

Local small business subcontractors present challenges as well as advantages. On the plus side, as we have mentioned, they know the local area well and in some respects may offer immediate effectiveness in identifying what will become important and sensitive sections of the affected jurisdictions. High level demographics and socioeconomic factors which may be success factors for a timely and orderly return to normalcy are likely to be more quickly understood by locals, resulting in production advantages. The negative side of local small businesses, out-of-state small businesses, and most small disaster driven start-

d. SBE and Local Subcontracting

➤ **SBE and Local Business Plan**

▪ ***Small Business Enterprise (SBE) and Local Business Participation Plan***

AshBritt is committed to maximum contract performance while achieving 50% Small Business Enterprise (SBE) and Local Subcontractor participation in terms of the total value of all work. We have had multiple local and SBE contractors execute Letters of Intent (enclosed herein) to be a subcontractor for AshBritt in the event we are activated by the City of Pompano Beach. These small businesses have proven performance capabilities and are domiciled in Florida with many being based in Pompano Beach.

AshBritt has removed 150 million cubic yards of debris and wreckage from the public and private lands and waters of the U.S. in the last 22 years. In more than 200 operations in 15 states, we have utilized 4,000 small business subcontractors. **AshBritt clearly understands the complex perception that increasing small business participation potentially reduces performance. That perception limits the participation of small, minority and disadvantaged business enterprises on projects. The AshBritt strategy overcomes the performance risk with tested small business partners.**

The small businesses we solicit will collect debris and wreckage, transport debris and wreckage, process debris and wreckage, recycle debris and wreckage, remediate hazardous trees and limbs, and dredge sediment when tasked. This is very important because these items of work represent the vast majority of debris removal work in events. Committing this work to small businesses will facilitate successful achievement of both the AshBritt and Pompano Beach goals.

We are committed to the goals stated below and we will meet or exceed them where possible by leveraging participation.

Our small business participation commitment for this contract is:

▪ ***Subcontracting***

Small Business Enterprise 25%

Pompano Beach based business 25%

AshBritt understands the importance of small business participation using small businesses capable of delivering successful performance. To that end, on April 12th 2014, in conjunction with Pompano Beach Small Biz CEDC and the Executive Director, Mary Phillips, AshBritt held a small business workshop at the E. Pat Larkin Center. The event was well attended by local small businesses. The attendee list is included herein. We provided a brief overview of the disaster recovery industry and what it takes to become an AshBritt subcontractor. In addition, we had a finance company, an insurance agent and an equipment leasing company attend so that subcontractors could secure those resources if needed. Following is a letter from the Executive Director.

Many of the business establishments we identified has capabilities that have been demonstrated to AshBritt in recent disaster recovery operations with diverse requirements, and each has a proven track record in their own right. New small business partners can be added as the operation unfolds, either as a direct subcontractor or under a more experienced small business firm if that best suits the performance requirements of the contract.

Ashbritt intends to lead the way forward in establishing this doctrine as a "best practice" for future deployments that others will follow as common practice in the industry. This will enable the success and broaden opportunities for small and local businesses to participate and perform. Implementation of our Participation Plan will result in high performance with maximum local small business participation. AshBritt will exceed the USACE goals and perform the work safely.

➤ **Overview (i.e. use of locals)**

➤ **Pompano Beach**

9. Description of Firm

10. Corporate Documents, Licenses & Associations

Corporate Headquarters

AshBritt, Inc. Toll Free:
565 East Hillsboro Boulevard
Deerfield Beach, Florida 33441
Hours: 8:00 AM-6:00 PM
Phone: (954) 725-6992

(800) 244-5094
Fax No.: (954) 725-6991
Web: www.ashbritt.com
Email: response@ashbritt.com

Primary Contacts

John W. Noble, Chief Operating Officer
(954) 683-0247 cellular (24 hours)
jnoble@ashbritt.com

Ralph Dahlgren, Senior Vice President
(954) 818-3564 cellular (24 hours)
rdahlgren@ashbritt.com

Tim Mooney, Regional Manager and SBE Liaison
(954) 270-4555 cellular (24 hours)
tmooney@ashbritt.com

Principals/Officers (Authorized to Contract)

Randal R. Perkins, Chief Executive Officer
randy@ashbritt.com

John W. Noble, Chief Operating Officer
jnoble@ashbritt.com

Terry M. Jackson, Chief Marketing Officer
tjackson@ashbritt.com

Organizational Status

Organization: Corporation (Privately held S-Corporation)

Date of Incorporation: 10/28/1992

State of Florida: Business Entity - For-Profit Corporation

Nature of Activities: General Contracting, Emergency Services & Disaster Recovery

FEIN: 65-0364711

Duns No.: 848970893

FL Corp. Cert No.: P92000000600

FL GC License No.: CGC060313

Deerfield Beach Occupational License: 12-00028228

U.S. DOT No.: 568535

CAGE No.: 00Z46

State of Florida

Department of State

I certify from the records of this office that ASHBRIIT, INC. is a corporation organized under the laws of the State of Florida, filed on October 28, 1992.

The document number of this corporation is P92000000600.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 16, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixteenth day of January, 2014*



Ken Detjmer
Secretary of State

Authentication ID: CC9658702995

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

BATISTA, GREGORIO
ASHBRITT INC
10400 GRIFFIN ROAD STE 201
COOPER CITY FL 33328

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to baroque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you. Subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently. Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC060313 08/14/12 12803962

CERTIFIED GENERAL CONTRACTOR
BATISTA, GREGORIO
ASHBRITT INC

IS CERTIFIED under the provisions of Ch. 489
Expiration date: AUG 31, 2014

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND - MICROPRINTING - LINEMARK - PATENTED PAPER

AC# 6267767

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L1208130181

DATE	BATCH NUMBER	LICENSE NBR
08/14/2012	128039621	CGC060313

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

BATISTA, GREGORIO
ASHBRITT INC
10400 GRIFFIN ROAD STE 201
COOPER CITY FL 33328

A59

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

Exhibit B

Debris Information Management System (DIMS) Flexibility & Capacity Overview

AshBritt
Environmental

There When You Need Us.

DIMS Flexibility & Capacity

- Our Debris Information Management System (DIMS) tracks all project documentation:
 - ▶ Proprietary web-based database system.
 - ▶ Modular, flexible & expandable.
 - ▶ Field tested & superior to all alternatives.
- DIMS can accommodate *any* format of load ticket and truck certification record (and other forms).
- All load tickets, truck certifications and project logs/reports are scanned and uploaded into DIMS.
- DIMS can easily accommodate *millions* of project records.*

AshBritt
Environmental

* AshBritt processed and managed over 1 million project transactions and documents for our Hurricane Katrina-MS debris mission, alone. Hundreds of thousands other records were simultaneously tracked for our clients during our recovery projects in S. Florida following Hurricane Wilma in 2005.

There When You Need Us.

DIMS: Load Tracking Flexibility

AshBritt Environmental

DEBRIS MANAGEMENT SYSTEM

- HOME
- CLIENTS & CONTRACTS
- SUBCONTRACTORS
- DISPOSAL SITES
- PROJECTS
 - Florida Severe Storms and Tornadoes
 - Hurricane Dennis
 - Hurricane Katrina
 - Hurricane Katrina-LA-USACE
 - Hurricane Katrina-MS-USACE
 - Clarke Recovery
 - Covington Recovery
 - Farrast Recovery
 - George Recovery
 - Green Recovery
 - Hancock Recovery
 - Jackson Recovery
 - Jones Recovery
 - Lamar Recovery
 - Leake Recovery
 - Lincoln Recovery

Click On The Sub-Project QA/QC Indicator Counts To View Detail

What Project are you entering tickets for? [Dropdown]

What Sub-Project are you entering tickets for? [Dropdown]

What Type of tickets are you entering? [Collection]

Priority: [Dropdown]

Upload

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AshBritt Environmental

► All load tickets scanned and tracked separately for each project.

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DIMS: Load Tracking Flexibility

AshBritt Environmental

LOAD TICKET

TICKET NUMBER: 411001

CONTRACT OWNER: [Handwritten]

HAILING COMPANY: [Handwritten]

DATE: [Handwritten]

DEBRIS CLASSIFICATION

- BURNABLE
- NON-BURNABLE
- MIXED
- OTHER

LOCATION

LOAD ORIGIN (STREET NAME): [Handwritten]

RECTANGLE: [Handwritten] | CLAS SITE: [Handwritten]

TRUCK NO.: [Handwritten] | CAPACITY: [Handwritten]

LOAD ESTIMATE (T): [Handwritten] | TONS (SEALED): [Handwritten]

TRUCK DRIVER NAME: [Handwritten]

LOADING: [Handwritten] | TIME: [Handwritten] | INSPECTOR: [Handwritten]

DUMPING: [Handwritten]

COMMENTS: [Handwritten]

WHITE: OWNER COPY / GREEN: OWNER COPY / YELLOW: ASHBRIIT COPY / PINK: HAULER COPY / BLUE: FIELD COPY

AshBritt Environmental

► DIMS can accommodate our horizontal load ticket or any other load ticket format (including vertical tickets).

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DIMS: Load Tracking Flexibility

LOAD TICKET		DEBRIS CLASSIFICATION	
Ticket Number:	411001	<input checked="" type="checkbox"/> Bums	Collection
Contact Owner:	Collier Recovery Wflms	<input type="checkbox"/> Non-Bums	
Hauling Company:	Forest Care Lawn & Landscape Ser	<input type="checkbox"/> Wood	
Date Rec'd (M/D/Y)	11/07/2005	<input type="checkbox"/> Other	
DEBRIS QUANTITY		<input type="checkbox"/> Demo-Suspec	
Reference Number:	0	<input type="checkbox"/> Demo-ADM	
Truck No.:	16211	<input type="checkbox"/> Demos	
Capacity:	25		
Load Equipment:	95		
Net CYD:	31.99		
Truck Driver Name:	CHRIS SINCLAR		

Type	Job/Contractor	Notes	Invoice #	Check #
Collection (Bums)	Forest Services, Inc	Revolving	Forest-03-2005-11-02	

AshBritt
Environmental

► DIMS can be customized to include any data input field for the State and jurisdictions.

There When You Need Us.

DIMS: Load Tracking Flexibility

LOAD TICKET	
Ticket Number:	278523
Contact Owner:	Forest Recovery
Hauling Company:	Woods Landscaping, LLC
Date Rec'd (M/D/Y)	01/04/2006
DEBRIS QUANTITY	
Reference Number:	
Truck No.:	35258
Capacity:	34
Load Equipment:	Other
Net CYD:	75.06
Truck Driver Name:	Ed Spiers
DEBRIS CLASSIFICATION	Collector
Section Area:	H&B (Habitat)
Location:	Nebra (Habitat)
Dumping:	J. Demolition

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► DIMS was easily modified to integrate USACE load tickets; over 700,000 were tracked.

There When You Need Us.

DIMS: Load Tracking Flexibility

AshBritt Environmental

Home | Billing Search | Stamp/WG Search | QA/QC Search | Payables Search | Ticket Detail

Load Tracking Search

Ticket Number:

To Ticket Number:

Ticket Date:

Projects:

Sub-Projects:

Subcontractors:

Trucks:

Material:

Search Tickets

Add Tickets

← DIMS can accommodate unlimited load tickets and truck certifications.

■ Tickets can be searched by:

- ▶ Number
- ▶ Range of Numbers
- ▶ Date
- ▶ Project/Sub-Project
- ▶ Subcontractor
- ▶ Truck No.
- ▶ Material

AshBritt
Environmental

There When You Need Us.

DIMS: Load Tracking Flexibility

AshBritt Environmental

Home | Billing Search | Stamp/WG Search | QA/QC Search | Payables Search | Ticket Detail

Load Tracking Search

Ticket Number:

To Ticket Number:

Ticket Date:

Projects: Hurricane Katrina-MS-USAC

Sub-Projects: Forest Recovery

Subcontractors: Woods Landscaping, LLC

Trucks:

Material:

Search Tickets

Add Tickets

Ticket #	Truck	Subcontractor	Ticket Date	Description	Facility	Load #	Qty	Total	Invoice Status
017529k	01893	Woods Landscaping, LLC	08/11/2005	HB1 (Hallsburg)	QFC	58.25	8.0	8	Pending
017561s	01893	Woods Landscaping, LLC	08/11/2005	HB1 (Hallsburg)	Forest	68.75	8.0	8	Pending
017590z	01893	Woods Landscaping, LLC	08/11/2005	HB1 (Hallsburg)	Forest	57.50	14.0	0	Pending
017623k	01893	Woods Landscaping, LLC	08/11/2005	HB1 (Hallsburg)	Forest	85.00	17.0	0	Pending
017830k	01893	Woods Landscaping, LLC	08/11/2005	HB1 (Hallsburg)	Forest	30.00	14.0	0	Pending
017844k	01893	Woods Landscaping, LLC	08/11/2005	HB1 (Hallsburg)	QFC	30.75	15.0	0	Pending
017837k	01893	Woods Landscaping, LLC	08/12/2005	Petal (P)	Unknown	92.75	15.0	0	Invoiced
018209k	01893	Woods Landscaping, LLC	08/12/2005	HB1 (Hallsburg)	QFC	87.50	11.0	0	Pending
018396k	01893	Woods Landscaping, LLC	08/12/2005	HB1 (Hallsburg)	QFC	95.00	15.0	0	Pending
018472z	01778	Woods Landscaping, LLC	08/12/2005	HB1 (Hallsburg)	RLK	100.00	27.0	0	Pending
018488z	01893	Woods Landscaping, LLC	08/12/2005	Petal (P)	Unknown	93.75	15.0	0	Invoiced
018489z	01778	Woods Landscaping, LLC	08/12/2005	Petal (P)	Unknown	86.25	26.0	0	Invoiced
018518k	01893	Woods Landscaping, LLC	08/12/2005	Petal (P)	Unknown	94.00	15.0	0	Invoiced
018538z	01893	Woods Landscaping, LLC	08/13/2005	HB1 (Hallsburg)	Forest	61.25	13.0	0	Pending
018554z	01778	Woods Landscaping, LLC	08/13/2005	HB1 (Hallsburg)	Forest	96.30	26.0	0	Pending
018562z	01893	Woods Landscaping, LLC	08/13/2005	HB1 (Hallsburg)	Forest	94.00	15.0	0	Pending
018579z	01778	Woods Landscaping, LLC	08/13/2005	HB1 (Hallsburg)	Forest	96.30	26.0	0	Pending
018650z	01893	Woods Landscaping, LLC	08/13/2005	HB1 (Hallsburg)	Forest	81.25	13.0	0	Pending
018681z	01778	Woods Landscaping, LLC	08/13/2005	Petal (P)	Forest	96.30	26.0	0	Invoiced
018690z	01893	Woods Landscaping, LLC	08/13/2005	Petal (P)	QFC	100.00	16.0	0	Invoiced
018678k	01778	Woods Landscaping, LLC	08/13/2005	Petal (P)	Forest	86.30	24.0	0	Invoiced
018682z	01893	Woods Landscaping, LLC	08/13/2005	Petal (P)	Forest	87.50	14.0	0	Invoiced
019039k	01778	Woods Landscaping, LLC	08/13/2005	HB1 (Hallsburg)	Forest	81.48	22.0	0	Pending
019071z	01893	Woods Landscaping, LLC	08/13/2005	HB1 (Hallsburg)	Unknown	80.00	11.0	0	Pending

AshBritt
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▶ DIMS hauling search results. Ticket detail is obtained by hyperlinks. All data is exportable.

There When You Need Us.

DIMS: Load Tracking Flexibility



DEPARTMENT OF ENVIRONMENTAL MANAGEMENT SYSTEMS

Truck List
Truck Detail

General Truck Information

Vehicle#	0025
Operating Company	BullDitt Hauling & Landscaping Truck has been invoiced
License/State	MFR-59X FL <input checked="" type="checkbox"/>
Driver's Name	Dana Reid
AshBritt Certification	<input checked="" type="checkbox"/> X
Monitor Certification 1	<input checked="" type="checkbox"/> X ←
Monitor Certification 2	<input checked="" type="checkbox"/> X

Monitoring Date	Truck Capacity	Inspected By	Location	Signature: Rep
7/13/2005	44	Sharif Kharuf	Jones Park	Adam Jameson

[Add](#)

AshBritt
Environmental

► DIMS integrates with any truck certification and placard. Digital photos can be easily uploaded.

There When You Need Us.

DIMS: Load Tracking Flexibility

1 of 2

R. W. Beck Truck Certification Form

General Information

Vehicle/Truck Number: ESCD 0025

Plate/Color: ASH BULL

Sub-Company: BULLDITT

License/Plate Number: FL MFR 59X

Driver's Name: Dana Reid

Date: 8.15

Time: 8:15

Geographic Location: Jones Park 4 mile

Inspected by: Sharif Kharuf 0007

Checked by: George Mehta 00410

Capacity (Gross Weight)	Payload Capacity
50 25.1	23.7 7.9 5.0 912.5

Vehicle Dimensions

Length: 17.2

Width: 7.9

Height: 2.1

Sub-Total: 285.3

Trailer Dimensions

Length: 1.0

Width: 1.9

Height: 1.0

Sub-Total: 3.9

Application Rep (Sign): [Signature]

Application Rep (Print): Adam Jameson

Inspector Rep (Sign): [Signature]

Inspector Rep (Print): Dana Reid

Sub-Total Primary (TL)

Sub-Total Payload (TL)

Sub-Total Secondary (TL)

Sub-Total Additional Authority (TL)

Total Certified Gross PWT

Circle by 21 (Sub-Total Payload)

912.5
285.3
3.9
-1175.5 = 6
1181.6
44

AshBritt
Environmental

► Example non-AshBritt Truck Certification Form integrated into DIMS.

There When You Need Us.

Debris Information Management System

Debris Removal-TDSRS to Disposal Site

Event: Hurricane Wilma Unit: Collier County Destination: ALL Truck: ALL
 Contract: Collier Recovery Wilma Section/Area: ALL Subcontractor: ALL Tickets As Of: 10/12/2005

Contract	Section/Area	Subcontractor	Quantity	Weight	Volume
Collier County	Match		774	61,502.2	137.30
Collier County	Match		171	6,102.6	13.29
Collier County	Match		807	44,178.2	12,734.82
Collier County	Match		81	6,978.2	2,248.71
Collier County	Match		12	791.1	0.00
Collier County	Match		47	3,142.2	0.00
Collier County	Match		67	4,102.2	0.00
Collier County	Match		67	6,078.1	0.00
Collier County	Match		183	4,308.0	0.00
Collier County	Match		1	88.6	0.00
Collier County	Match		2,716	218,347.1	67,237.86
Collier County	Match		18	1,088.0	0.00
Collier County	Match		18	1,088.0	0.00
Collier County	Match		71	304.4	0.00
Collier County	Match		88	6,861.0	0.00
Collier County	Match		87	2,802.2	0.00
Collier County	Match		1,194	11,194.1	31,310.1

Report Printed On: 8/12/2006

Figure 16. Debris Removal - TDSRS to Disposal Site Summary Report

Debris Information Management System

Stumps by Category Summary

Event: Hurricane Wilma Unit: ALL Destination: ALL Truck: ALL
 Contract: Miami Beach Recovery Wilma Section/Area: ALL Subcontractor: ALL Tickets As Of: 2/27/2006

Contract	Section/Area	Subcontractor	Category	Quantity	Weight	Volume
Upstead Harvesting Inc.			Up to 12in	140.0		
			12in - 23.99in	157.0		
			24in - 47.99in	97.0		
			48in plus	24.0		

Report Printed On: 8/12/2006

Figure 17. Stumps by Category Summary Report

Debris Information Management System

Stumps by Category and by Diameter Report Selector

Event: Hurricane Wilma Unit: ALL Destination: ALL Truck: ALL
 Contract: Miami Beach Recovery Wilma Section/Area: ALL Subcontractor: ALL Tickets As Of: 1/9/2006

Stumps by Category Report
 Stumps by Diameter to CYD Report

All Projects
 Project: by Sub-Project: Hurricane Wilma
 Sub-Project: by Meeting Comp: Miami Beach Recovery Wilma
 Unit/Area: by Destination
 Section/Area: by Truck
 Subcontractor: by Truck
 Tickets: by Truck

All to Date
 From: September 16 2005
 To: September 30 2005

Figure 18. Stumps by Category and by Diameter Report Selector

Debris Information Management System

Stumps by Diameter to CYD Summary

Event: Hurricane Wilma Unit: ALL Destination: ALL Truck: ALL
 Contract: Miami Beach Recovery Wilma Section/Area: ALL Subcontractor: ALL Tickets As Of: 1/9/2006

Contract	Section/Area	Subcontractor	Diameter	Quantity	Weight	Volume
Upstead Harvesting Inc.			5	0.2	2	0.4
			7	0.4	1	0.4
			8	0.2	2	1.0
			10	0.7	1	0.7
			11	0.9	1	0.9
			12	1.0	1	1.0
			13	1.2	1	1.2
			14	1.4	1	1.6
			21	3.2	1	3.2
			23	3.8	1	3.8
			25	4.6	1	4.6
			26	4.8	2	9.6
			28	6.0	1	6.0
			33	7.8	2	15.6
			36	9.3	1	9.3
			40	11.5	2	23.0
			42	12.4	1	12.4
			47	15.8	1	15.8
			52	18.4	1	18.4

Report Printed On: 8/12/2006

Figure 18. Stumps by Diameter to CYD Summary Report

Operation Diagrams and Documentation



Truck Measurement Record

Critical Information

Assigned Truck No.: Client:
 -000 Date: Time: AM PM
 Prime Subcontractor:
 (AZDac Company)
 Secondary Subcontractor:
 (Operating Company)
 Driver Name(s): Pin No(s):

 License Plate No.: State:
 Measure Location:
 Measuring Co.:
 Measured By:
 (Print name)

Signatures

AshBritt Representative:

 Official Representative:

Instructions

1. Complete all Critical Information for the truck/trailer prior to measurement.
2. Measure and record overall dimensions (Cubic Feet) with the inside of the truck bed.
3. Measure and record all reductions in capacity (i.e., dog boxes, odd shapes, etc.) (Note: Use a decimal tape measure (10ths) or convert inches to decimals.)
4. Calculate and record total cubic yard capacity: (Total Cubic Ft. - Total Reductions) ÷ 27.
5. Complete safety requirements inspection and survey.
6. Add initial comments or sketches as needed.
7. Complete and sign form (both AshBritt and Official representative).

Safety Survey

1. Does the driver have a valid driver's license? Yes No
2. Does the vehicle have current registration and insurance? Yes No
3. Does the vehicle meet all necessary safety requirements? Yes No
4. Does the vehicle have a suitable tailgate? Yes No

If any of the above answers are "No", do not enter the vehicle.

Recertification

Comments (Please check and explain odd shapes):

Measurements

Inch to Decimal Conversion	Truck/Trailer Type (Check one)	Truck Assignment (Check one)	Overall Dimensions	Reductions to Capacity	Total Cubic Feet (±0.1)	Total CF Reductions (±0.1)	Net Total Cubic Yards (±0.1)
1" = 0.1 2" = 0.2 3" = 0.3 4" = 0.4 5" = 0.5 6" = 0.6 7" = 0.7 8" = 0.8 9" = 0.9 10" = 1.0 11" = 1.1 12" = 1.2	<input type="checkbox"/> Self Loaded <input type="checkbox"/> Mech Loaded <input type="checkbox"/> Dump Truck <input type="checkbox"/> Semi-trailer <input type="checkbox"/> Hand Loaded <input type="checkbox"/> Other (See Comment)	<input type="checkbox"/> RCW <input type="checkbox"/> Stumps <input type="checkbox"/> Tree Work <input type="checkbox"/> ROF <input type="checkbox"/> Haul Out	Length x Width x Height = Cubic Feet (±0.1) (a) <u> </u> x <u> </u> x <u> </u> = <u> </u> (b) <u> </u> x <u> </u> x <u> </u> = <u> </u> (c) <u> </u> x <u> </u> x <u> </u> = <u> </u>	Length x Width x Height = Cubic Feet (±0.1) (1) <u> </u> x <u> </u> x <u> </u> = <u> </u> (2) <u> </u> x <u> </u> x <u> </u> = <u> </u> (3) <u> </u> x <u> </u> x <u> </u> = <u> </u>	Total Cubic Feet (±0.1) a + b + c = <u> </u> / 27 = <u> </u> Gross CY Reductions (±0.1)	Total CF Reductions (±0.1) 1 + 2 + 3 = <u> </u> / 27 = <u> </u> Gross CY Reductions (±0.1)	Net Total Cubic Yards (±0.1) (a + b + c) / 27 - (1 + 2 + 3) / 27 = <u> </u>

Note: One (1) dog box, 2 wheel wells, 3 odd shapes, 4 skidboard, 5 other
 Other (See Below):

White-Client ■ Yellow-AshBritt ■ Pink-AshBritt ■ Green-Official-Driver

AshBritt Debris Load Ticket: Sample

AshBritt Environmental LOAD TICKET		DEBRIS CLASSIFICATION	
TICKET NUMBER: <u>97101</u>		SURFABLE	
CONTRACT OWNER:		NON-SURFABLE	
MEASURING COMPANY:		HAZARDOUS	
DATE:		OTHER	
DEBRIS QUANTITY		LOCATION	
TRUCK VIN:	CAPACITY:	LOCAL OFFICE/STREET NAME:	
LOAD ESTIMATE (Tons):	TONS (Rounded):	SECTION/AREA:	EXPOSURE:
TRUCK DRIVER NAME:		SCADING:	TIME:
		EQUIPMENT:	NO. SECTIONS:
		COMMENTS:	

WHITE-CLIENT COPY ■ YELLOW-ASHBRITT COPY ■ PINK-ASHBRITT COPY ■ GREEN-DRIVERS COPY ■ GREEN-MAJORS COPY

Note: AshBritt's sequentially pre-numbered, seven-part load ticket captures the fifteen key data points described in the FEMA Debris Management Guide. The load ticket allows all recovery participants to accurately maintain documentation of their billable activities during the recovery project. Each completed load ticket is scanned and electronically archived. For audit purposes, tickets can be rapidly retrieved and catalogued. All key data points are logged in AshBritt's debris information management system (DIMS) for cumulative tracking and reporting.

AshBritt Truck Placard: Example

This Vehicle Operated Under Contract with:

ABC Hauler, Inc.

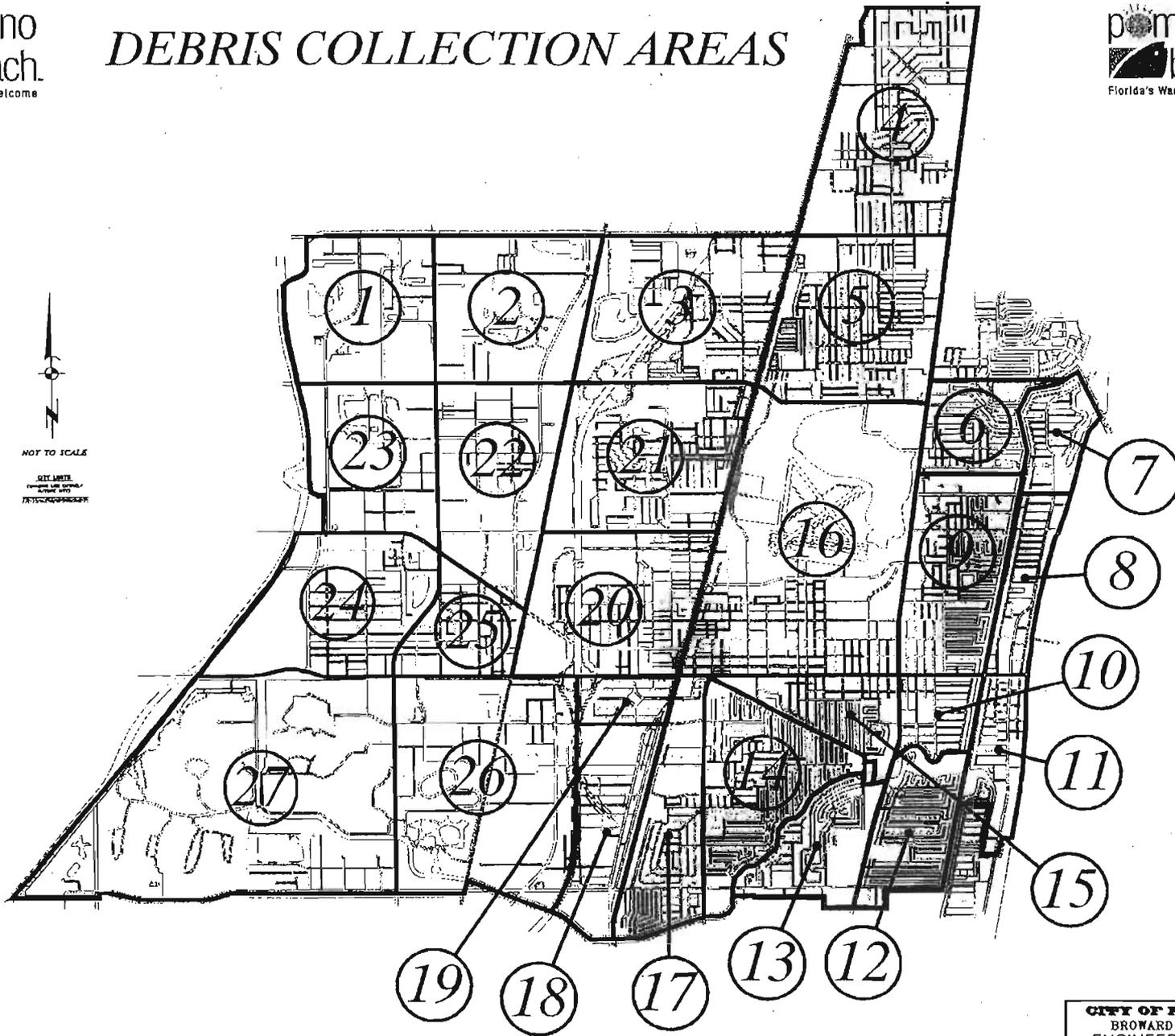
and **AshBritt, Inc.**

VEHICLE #	CAPACITY
049	53
Date: 8/27/05	FIVE THREE

Note: The AshBritt placard is placed on the side of all hauling vehicles after safety certification and measurement. It is marked with a visible ink to preclude tampering and destruction.

Exhibit C

DEBRIS COLLECTION AREAS



12

CITY OF POMPANO BEACH
BROWARD COUNTY, FLORIDA
ENGINEERING DEPARTMENT
CITY MAP
Drawn By: E.S./L.J.R. Date: 08/01/03 Checked By: H. GRAY Date: 08/01/03

Exhibit D

c. **Equipment list**

➤ **Response & Recovery Resources**

➤ **Equipment/Personnel Commitments & Availability Table**

One of AshBritt's greatest assets is the full allotment of equipment that we can make available to our clients. Below please find our comprehensive equipment list as requested in your RFP. The below chart indicates the equipment immediately available to AshBritt either through direct ownership-lease, or through the resources of subcontractors that are contractually committed to AshBritt. Through our national accounts preferred status, AshBritt has the capability to double these totals every 48 hours as



necessary. AshBritt does not anticipate a shortage of certified safe, appropriate loading and hauling equipment, as well as other support equipment and assets for any response needed for the City.

AshBritt Equipment List

No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committ ed R=Reserve d
1	Hydraulic excavator	2008	324DL	Caterpillar	LAB315	C
2	Hydraulic excavator	2008	325CL	Caterpillar	BFE00612	C
3	Hydraulic excavator	2008	330DL	Caterpillar	B6H255	C
4	Track Loader	2007	963C	Caterpillar	BBD02007	C
5	Track Loader	2007	963C	Caterpillar	BBD02518	C
6	Track Loader	2007	963C	Caterpillar	BBX2894	R
7	Wheel Loader	2006	966	Caterpillar	ANZ1412	C
8	Skid Steer Loader	2006	CTL70	Gehl	21403893	C
9	Skid Steer Loader W/ trencher and bucket	2006		Gehl	21403891	C
10	Skid Steer Loader	2006	CTL70	Gehl	21404348	C
11	Skid Steer Loader	2007	CTL70	Gehl	21406175	C
12	Skid Steer Loader	2007	CTL70	Gehl	21406163	C
13	Skid Steer Loader	2007	CTL70	Gehl	21406176	C
14	Light Plants	2010		Magnum	N/A	C
15	Light Plants	2010		Magnum	N/A	C
16	Light Plants	2010		Magnum	N/A	C
17	Light Plants	2010		Magnum	N/A	C
18	Light Plants	2010		Magnum	N/A	C
19	Light Plants	2010		Magnum	N/A	C
20	Light Plants	2010		Magnum	N/A	R
21	Light Plants	2010		Magnum	N/A	R
22	Light Plants	2010		Magnum	N/A	R
23	Light Plants	2010		Magnum	N/A	R
24	Truck Crane	2001	FM650	Grove	30673	C
25	Hammer	2010		Caterpillar	N/A	C
26	Steel Shear	2010		Caterpillar	N/A	C
27	Grapple	2010		Caterpillar	N/A	C
28	Pulverizers	2010		Caterpillar	N/A	C
29	Motorgrader	2006	12-HVHP	Caterpillar	BK00455	C
30	Hydraulic excavator	2006	330C	Caterpillar	KDD00150	C
31	Hydraulic excavator	2007	330D	Caterpillar	DD00498X	C
32	Hydraulic Excavator	2008	320	Caterpillar	CAT0320CJANB02081	C
33	Hydraulic Excavator	2008	320	Caterpillar	0320clpab05598	C
34	Hydraulic Excavator	2007	325	Caterpillar	7LM00803	C
35	Hydraulic Excavator	2006	345B	Caterpillar	CAT0345BEAGS01778	C
36	Hydraulic Excavator	2006	345B	Caterpillar	CAT0345BAGS02388	R
37	Hydraulic Excavator	2007	345C	Caterpillar	0PJW00782	R
38	Hydraulic Excavator	2007	345C	Caterpillar	0PJW00951	R
39	Hydraulic excavator	2006	330C	Caterpillar	CAT0330CCKDD00456	R
40	Track Loader	2007	963	Caterpillar	GVBR0011999	R
41	Track Loader	2007	963	Caterpillar	2DS03041	R

AshBritt Equipment List

No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committed R=Reserved
42	Track Loader	2006	963	Caterpillar	BB001343	R
43	Track Type tractor	2003	D7H	Caterpillar	79701962	R
44	Track type tractor	2008	D7R	Caterpillar	AEC00736	R
45	Track type tractor	2004	D8N	Caterpillar	5TJ00784	R
46	Telescopic Handler	2005	TH83	Caterpillar	3RNF740	R
47	Telescopic Handler	2004	TH63	Caterpillar	5WM08232	R
48	Self-load grapple truck	2004		Mack	1FVNFXYB2XLA13559	C
49	Self-load grapple truck	2005		Freightliner	1M2P270Y8NMO12111	C
50	Roll-off w/ 20&30	2007	CV713	Mack	1M2AG11C06M033613	C
51	Roll-off w/ 20&30	2007	CV713	Mack	1M2AG11C65M022336	C
52	Road Tractor	2007	W900	Kenworth	1XKWDB9X1WJ772427	R
53	Road Tractor	2007	379	Peterbuilt	1XP5PBEX86N635490	R
54	Tractor	2007	LB9	Kenworth	1NKWL B9X75J073654	C
55	60 Ton Lowboy	2007		Lidell	1L9SL533361236299	C
56	60 Ton Lowboy	2007		Lidell	1z928980407E094882	C
57	Water Truck	2004	Topkick	GMC	1GDMU7H1J2MJ518240	C
58	Pickup (19') and travel trailer (29')	2008	F1504X4	Ford	1F1PW14V66KC76866	C
59	Water Truck	2001	Water Truck	International	1HTSCABNX1H343645	C
60	Lube Truck	2007	T300	Kenworth	ends in 6260	C
61	Lube Truck	2006	Aeromax	Ford	1FTYY92TXVVA22993	R
62	Service Trucks	2007	F650	Ford	3FRWX65N04V653988	C
63	Service Trucks	2007	F650	Ford	3FDNF65481MA11227	R
64	8 Man Bunk Trailer	N/A		GE	GGEU486242	R
65	12 Man Bunk Trailer	N/A		GE	PATU663994	R
66	container w/ 2 fuel tanks	N/A	Step Deck	Transcraft	1TTE48208Y1063847	R
67	Office/Tool Trailer	N/A	Portocamp	Trailmobile	A9000630	R
68	Mblcommand ctr	2007	stack haul	Featherite	4fege833276c085476	C
69	Hammer	2009		Caterpillar	N/A	C
70	Steel Shear	2009		Caterpillar	N/A	C
71	Hammer	2009		Caterpillar	N/A	C
72	Generator	2001	175kw	Caterpillar	86D61178	C
73	Roll-off Container	2009	20	Galbreath	N/A	C
74	Roll-off Container	2009	20	Galbreath	N/A	C
75	Roll-off Container	2009	20	Galbreath	N/A	C
76	Roll-off Container	2009	40	Galbreath	N/A	C
77	Roll-off Container	2009	40	Galbreath	N/A	C
78	Roll-off Container	2009	40	Galbreath	N/A	R
79	Concrete Pulverizers	2009	cp100	La bounty	N/A	R
80	Parts, tools, tires etc. (on step deck)	N/A	Ship Container	Sea Ark	N/A	R
81	Travel trailer	2004		Sportsman	ends in 029	C
82	Travel trailer	2004	Classic Trailer	Dutchman	47GT2OL28N1022820	C
83	Travel trailer	2003		Coachman	ends in COF (363)	C

AshBritt Equipment List

No.	Truck/Equipment Type	Year	Model	Manuf/ Type	VIN#-S/N-LPN	Availability C=Committ ed R=Reserve d
84	Travel trailer	2007	Sportsman	Coachman	4E2TS21281S059977	C
85	Travel trailer	2007		Conquest	1NL10TM29S1022894	C
86	Travel trailer	2003	Sport Trailer	Dutchman	ends in 135 (T474)	C
87	Travel trailer	2007	Smokey	Sunray	5L0RE28215Y000289	R
88	Travel trailer	2007		Cedia	4X4TRGR88XP180220	R
89	Travel trailer	2007	Excello	Airstream	STJEAM25RJ509808	R
90	Travel trailer	2007	Lynx	Prowler	1EC2S282X44000972	R
91	Travel trailer	2007	Sport	Avion	47CTDDV264G513610	R
92	Flatbed	N/A	Unit 42	Utility	1UYFS2450HA657717	R
93	Bus	2005	Vanatare Coach	Prevost	N/A	R
94	Van Trailer	1989		Unknown	P330127	R
95	Supply Van	1988	Van Trailer	Unknown	48-1361	R
96	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C0AM007548	C
97	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C3AM007544	C
98	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C2AM007549	C
99	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C7AM007546	C
100	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C9AM007550	C
101	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C1AM007543	C
102	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C9AM007547	C
103	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C5AM007545	C
104	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C99M007429	C
105	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C19M007425	C
106	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C49M003918	C
107	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C59M007427	C
108	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C59M003927	C
109	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C39M007426	C
110	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C89M007423	C
111	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C59M007430	C
112	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C19M003925	R
113	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C79M007428	R
114	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C79M007221	R
115	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C69M007422	R
116	Tri-Axle Dump Truck	2008	GU713	Mack	1M2AX09C98M003183	R
117	Tri-Axle Dump Truck	2007	CTP713	Mack	1M2AT04C37M004770	R
118	Tri-Axle Dump Truck	2007	CTP713	Mack	1M2AT04C57M004771	R
119	Tri-Axle Dump Truck	2007	CTP713	Mack	1M2AT04C27M004775	R
120	Tri-Axle Dump Truck	2007	CTP713	Mack	1M2AT04C97M004773	R
121	Tri-Axle Dump Truck	2007	CTP713	Mack	1M2AT04C77M004769	R
122	Tri-Axle Dump Truck	2005	CV713	Mack	1M2AG11C55M024529	R
123	Tri-Axle Dump Truck	2005	CV713	Mack	1M2AG11C95M024534	R
124	Tri-Axle Dump Truck	2005	CV713	Mack	1M2AG11C05M024535	R
125	Roll-Off Truck (Tri-Ax)	2008	GU173	Mack	1M2AX04CX8M003153	R
126	Roll-Off Truck (Tri-Ax)	2002		Western	2WLHALAS92K20690	R
127	Self-Loader (Grapple Truck)	2002		Western	2WLPD2G22K972379	C

AshBritt Equipment List

No.	Truck/Equipment Type	Year	Model	Manuf/ Type	VIN#-S/N-LPN	Availability C=Committ ed R=Reserve d
128	Self-Loader (Grapple Truck)	2002		Western	2WLPD1F62K972863	C
129	Self-Loader (Grapple Truck)	2006		Mack	1M2AL02C36M001742	C
130	Self-Loader (Grapple Truck)	2002		Western	2WLHALAS62KK28617	C
131	Self-Loader (Grapple Truck)	2002		Western	2WLPD2GX2K972405	C
132	Self-Loader (Grapple Truck)	2008		Mack	1M2AX13C38M002031	C
133	Self-Loader (Grapple Truck)	2006		Mack	1M2AL02C96M003821	C
134	Self-Loader (Grapple Truck)	2006		Mack	1M2AL02C06M003822	C
135	Self-Loader (Grapple Truck)	2001		Volvo	M5431R	C
136	Self-Loader (Grapple Truck)	2001		Volvo	N9384D	C
137	Self-Loader (Grapple Truck)	2001		Volvo	N9385D	C
138	Self-Loader (Grapple Truck)	2001		Volvo	N9386D	C
139	Hydraulic excavator	2003	330C	Caterpillar	N/A	C
140	Hydraulic excavator	2004	330C	Caterpillar	N/A	C
141	950G Wheel Loader	2004		Caterpillar	N/A	C
142	Tub Grinder	N/A		Morbark 1300	N/A	C
143	Tub Grinder	N/A		Morbark 1300	N/A	C
144	Coach Bus	2006		Marathon	N/A	R
145	Coach Bus	1996		Prevost	Q913ZF	C
146	Bucket Truck	2000		Isuzu	W5/KFL	C
147	Travel Trailer	2004		Featherlite	E904AR	C
148	Travel Trailer	2006		Featherlite	E906AR	C
149	Tractor Trailer	2004		Mack Mcneilus	N/A	C
150	Tractor Trailer	2004		Mack Mcneilus	N/A	C
151	Tractor Trailer	2004		Mack Mcneilus	N/A	C
152	Tractor Trailer	2005		Mack	N/A	R
153	2006 Anderson	2006		Anderson	N/A	R
154	Roll Off Truck	2006		International	N/A	R
155	Roll Off Truck	2006		International	N/A	R
156	Tractor Trailer	2006		Mack	N/A	C
157	Tractor Trailer	2006	C1713	Mack C1713	N/A	C
158	Tractor Trailer	2006	C1713	Mack C1713	N/A	C
159	Roll Off Truck	2002		Western	N3875B	C
160	Tractor Trailer	2006		Mack	N380H	C
161	Tractor-Trailer	2006		Mack	N3789K	C
162	Self-Loader w/ Pup Trailer	2005		Sterling	N/A	C
163	Self-Loader w/ Pup Trailer	2005		Sterling	N/A	C
164	Self-Loader w/ Pup Trailer	2006		Sterling	N/A	C
165	Self-Loader w/ Pup Trailer	2006		Sterling	N/A	C
166	Lowboy Tractor-trailer	1988		Mack	N/A	C
167	Self-Loader Grapple	1988		Kenworth	N/A	C
168	Self-Loader Grapple	1997		Peterbilt	N/A	C
169	Lowboy Tractor-trailer	1995		Kenworth	N/A	C
170	Self-Loader Grapple	2005		Kenworth	N/A	C

AshBritt Equipment List

No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committed R=Reserved
171	2 Man Exec. (Cont. #01033014)	2010	Container	Horton	N/A	R
172	2 Man Exec. (Cont. #01033015)	2010	Container	Horton	N/A	R
173	2 Man (Cont. #01033016)	2010	Container	Horton	SEAL D5125740	R
174	2 Man (Cont. #01033017)	2010	Container	Horton	SEAL D5125739	R
175	8 Man (Cont. #01033018)	2010	Container	Horton	SEAL D5125060	R
176	8 Man (Cont. #01033019)	2010	Container	Horton	seal d5125058	R
177	8 Man (Cont. #01033020)	2010	Container	Horton	seal d5125057	R
178	8 Man (Cont. #01033021)	2010	Container	Horton	seal d5146145	R
179	8 Man (Cont. #01033022)	2010	Container	Horton	SEAL D5125059	R
180	Conf. Room (Cont. #01033023)	2010	Container	Horton	N/A	R
181	1 Man (Cont. #01033024)	2010	Container	Horton	SEAL 964387	R
182	1 Man (Cont. #01033025)	2010	Container	Horton	SEAL 929722	R
183	Tool Room (Cont. #01033027)	2010	Container	Horton	N/A	R
184	Shower	2010	Container	Horton	seal 929656	R
185	Water Treatment (Cont. #01033026)	2010	Container	Horton	seal 5125056	R
186	Water Treatment	2010	Can Pure	Innovative Water	N/A	R
187	Kitchen (on flat bed)	2010	Container	EMK	Seal Number (0061194)	R
188	Dining (open on one side)	2010	Container	EMK	N/A	R
189	Dining	2010	Container	EMK	Seal Number (0061187)	R
190	Dining (open on BOTH sides)	2010	Container	EMK	N/A	R
191	Assembly Parts for Kitchen container (on Lowboy)	2010	Container	EMK	N/A	R
192		2010	Various	Cooking Supplies	N/A	R
193	Hokey Wagon	1998	F450	Freightliner	N/A	C
194	60'x 100' (on flatbed)	2010	Quansa Building	Olympia	1UYFS2456PA027201 (AS322)	C
195	60'x 100' (on flatbed)	2010	Quansa Building	Olympia	1UYFS2453PA063203 (AS320)	C
196	Generator	2005	200KW	Caterpillar	N/A	C
197	Tools and Hardware	N/A	Container	Various	FBXU 8396726 (SEAL 129470)	C
198	Tools and Hardware	N/A	Container	Various	FBXU 8401890 (SEAL 129470)	C
199	Tools and Hardware (on Lowboy)	N/A	Container	Various	RCSU 2807478	R
200	Plastic Tanks (on Lowboy)	N/A	PT	Hartow	N/A	C
201	Plastic Tanks (on Lowboy)	N/A	PT	Hartow	N/A	C
202	Plastic Tanks	N/A	PT	Hartow	N/A	C

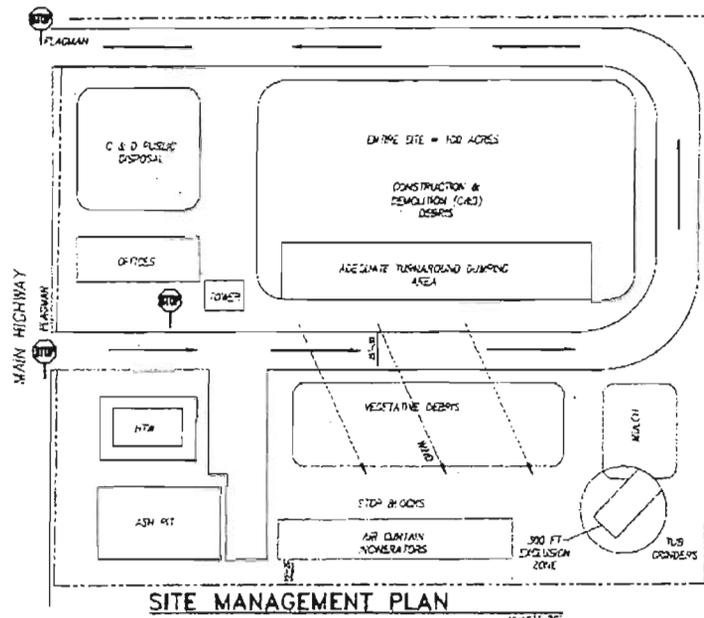
AshBritt Equipment List

No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committ ed R=Reserve d
203	Bus	2010		Mazda	N/A	C
204	Pickup	2010		Mazda	N/A	C
205	Pickup	2010		Mazda	N/A	R
206	SUV	2010		Mazda	N/A	R
207	SUV	2010		Mazda	N/A	R
208	25 acre	2010	Lightline		N/A	R
209	Hydraulic Excavator	2009	325	Caterpillar	N/A	C
210	Hydraulic Excavator	2009	325	Caterpillar	N/A	C
211	Hydraulic Excavator	2009	325	Caterpillar	N/A	R
212	Hydraulic Excavator	2009	325	Caterpillar	N/A	R
213	Track type tractor	2006	D7R	Caterpillar	N/A	R
214	Thumb	2009	229-8403	Caterpillar	N/A	R
215	Thumb	2009	229-8403	Caterpillar	N/A	R
216	Thumb	2009	229-8403	Caterpillar	N/A	R
217	Thumb	2009	229-8403	Caterpillar	N/A	R
218	Hydraulic Excavator	2006	330CL	Caterpillar	N/A	C
219	ID Card System	2010		Wasp	N/A	C
220	Security Radio	2010	XBF6350	Motorola	N/A	C
221	Office	2010	Container	Horton	N/A	C
222	Container	2010	Container	Horton	N/A	C
223	Container	2010	Container	Horton	N/A	C
224	Laundry	2010	Container	Horton	N/A	C
225	48' Fruehauf Tanker Trlr *Sil	1985		Trailer	1H4T04527EL009202	R
226	528' Liddell Lowboy Trlr	2006		Trailer	1L9SL533361236299	R
227	20' Pace American Cargo Trlr	2000		Trailer	4FPAB1822YG049028	R
228	29' Butler Built Black Goose Neck Trlr	1998		Trailer	4MNDG2924W1001892	R
229	53' Trailboss Dovetail Lowboy Trlr	2006		Trailer	4SODK533961002408	R
230	General Equipment Trlr	1972		Trailer	9DZ51107	R
231	Motor Graders (12H VHP)	2004	12H	Caterpillar	BK00455	R
232	Motor Graders (140H)	2001	140H	Caterpillar	2ZK06919	C
233	Backhoe (CAT 420D)	2000	420D	Caterpillar	8LN02072	C
234	Backhoe (CAT 416C)	2000	416C	Caterpillar	5YN16225	C
235	Backhoe (CAT 416C)	2000	416C	Caterpillar	5YN00582	R
236	Backhoe (CAT 420D 4x4)	2003	420D	Caterpillar	FDP11104	R
237	Backhoe (CAT 416B)	1994	416B	Caterpillar	8ZK03897	R
238	Dozer	1989	Cat D5C	Caterpillar	6SL02107	C
239	Dozer	1995	Cat D6E	Caterpillar	02MJ01641	C
240	Dozer	2000	Cat D6R	Caterpillar	5LN002053	R
241	Dozer	1988	Cat D7H	Caterpillar	79Z01962	R
242	Wheel Loader	2003	VOLVO L120B	Volvo	L120B/61070	C
243	Wheel Loader	1999	JD 644H	John Deere	572574	C
244	Wheel Loader	2003	JD 644H	John Deere	0W644-DX588319	C

AshBritt Equipment List

No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committed R=Reserved
245	Wheel Loader	2002	Cat 972G	Caterpillar	CAT0972GHAXC00423	C
246	Hydraulic Excavator	1998	325BL	Caterpillar	2JR00348	R
247	Hydraulic Excavator	1990	225DLC	Caterpillar	02SJ00516	R
248	Hydraulic Excavator	2002	330CL	Caterpillar	KDD00150	R
249	Hydraulic Excavator	2004	320CL	Caterpillar	PAB01876	R
250	Skid Steer Loader	2004	257B	Caterpillar	SLK00900	C
251	Skid Steer (Caterpillar 287)	2003	287	Caterpillar	CNY00648	C
252	Skidder (Caterpillar 525B)	2002	525B	Caterpillar	CAT0525BH3KZ00597	C
253	Knuckleboom (Prentice 210C log loader)	2004	210C	Prentice	210P23705	C
254	Knuckleboom (SK100 Log Loader)	1999	SK100	Supertrak	05A11988	C
255	Knuckleboom (Prentice 410D log loader)	1994	410D	Prentice	NSB0410942442	C
256	Knuckleboom (GMC Truck)	2004		GMC	TVM7322532833	R
257	Knuckleboom (Koehring 6644 log loader)	1998	6644	Koehring	U359E9013	R
258	Knuckleboom (120E Prentice Loader)	1999	120E	Freightliner	1FVNFXYB2XLA13559	C

Exhibit E

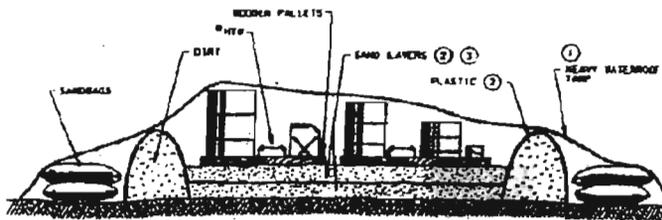


LAWRENCE D-ROSE, P.E. LICENSED GEOTECHNICAL ENGR. STATE OF FLORIDA DATE: 08/08/08 DeRose Design Inc. - 08/08/08	DeRose Design Consultants Inc. LAWRENCE D-ROSE, P.E., LICENSED GEOTECHNICAL ENGR. STATE OF FLORIDA 1000 S. W. 10th St., Suite 100 Ft. Lauderdale, FL 33304 PHONE: 954-561-1111 FAX: 954-561-1112 WWW: www.drosedesign.com	PROJECT: AIRPORT TITLE: SITE MANAGEMENT PLAN SHEET NO.: 1 DATE: 7/24/08 PROJECT NO.: 080000 DRAW NO.: 1			
		SCALE: 1"=36'			

* HTW INCLUDES: PAINT, SOLVENTS, POLYETHYLENE, OIL & LUBRICANTS, BATTERIES, AIR-FREEZE, PROPANE TANKS, ASPHALT

NOTES:

- 1 CONFINEMENT CELL MUST BE COVERED AT ALL TIMES
- 2 PLASTIC IS SANDWICHED BETWEEN LAYERS TO PREVENT PLASTIC FROM TEARING
- 3 CONTAMINATED SAND SHALL BE PROPERLY CONTAINED & DISPOSED OF AS HAZARDOUS WASTE



FIELD EXPEDIENT HTW CONTAINMENT CELL



Debris Operations: Temporary Debris Staging and Reduction Site Observation Tower

AshBritt will construct a vehicle observation inspection tower(s) at a location designated by the Client Representative when tasked to manage a temporary debris dumpsite.

Inspection towers will be constructed using wood or equivalent structural steel members. The floor elevation of the tower shall be ten foot above the existing ground level elevation. The floor area shall be 8' x 12', constructed of 2" x 10" joists, 16" on center with 3/4" plywood supported by four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and 1/2 inch plywood shall protect the perimeter of the floor area. The floor area shall be covered with a corrugated metal roof with 2' eaves all around, and shall be provided with a rain gutter to protect the access stairs from roof runoff. The roof joist shall not be spaced greater than 24" on center and shall provide a minimum of 7 ft. of headroom below these roof support joists. Access stairs shall be a minimum of 36" wide, and shall be provided with a 42" handrail with mid-rail on both sides of the stairs. Stair treads shall be provided with a non-slip surface for all weather access.

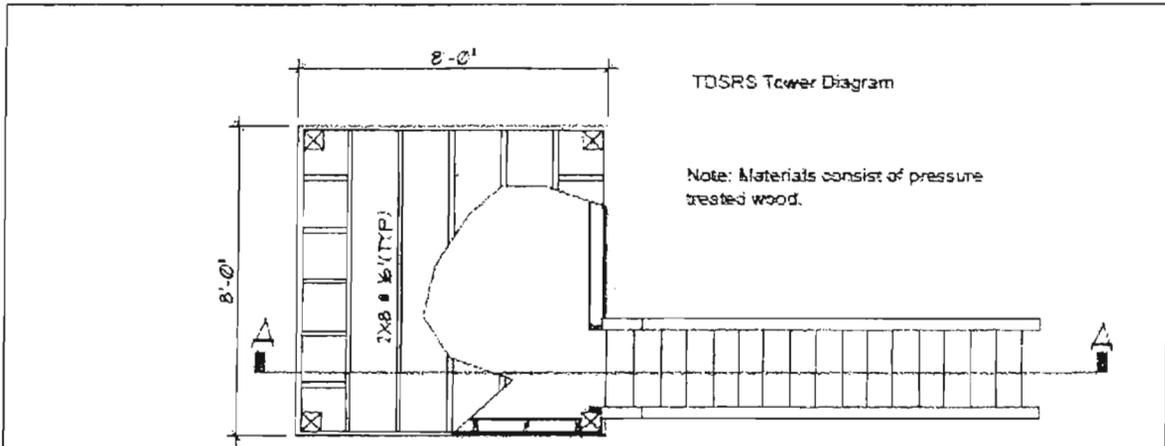
Further, inspection towers will include the construction of a worktable, 6' L x 30" W x 42" H with a 3/4" plywood top supported at all four corners. The inspection tower shall be provided with a means to protect occupants against inclement weather (e.g. rain, wind, dust, etc.). Inspection towers shall be installed in the center of a 14' by 18' level pad, and shall be adequately anchored and braced to withstand a 45 mph wind load.

Moreover, they will be supplied with adequate lighting and 120v power. A minimum of four duplex 120v receptacles shall be provided (two for the work table and one on each adjacent wall) and shall be mounted 42" above finished floor. If a generator is used the Contractor will provide a 250 Watt (minimum) uninterruptible power supply. The generator shall be positioned a minimum of 30 feet from the inspection tower to reduce noise and exhaust emissions for tower occupants.

A temporary mechanical lift may be used until a fixed vehicle inspection tower can be constructed as specified by the Client Representative.

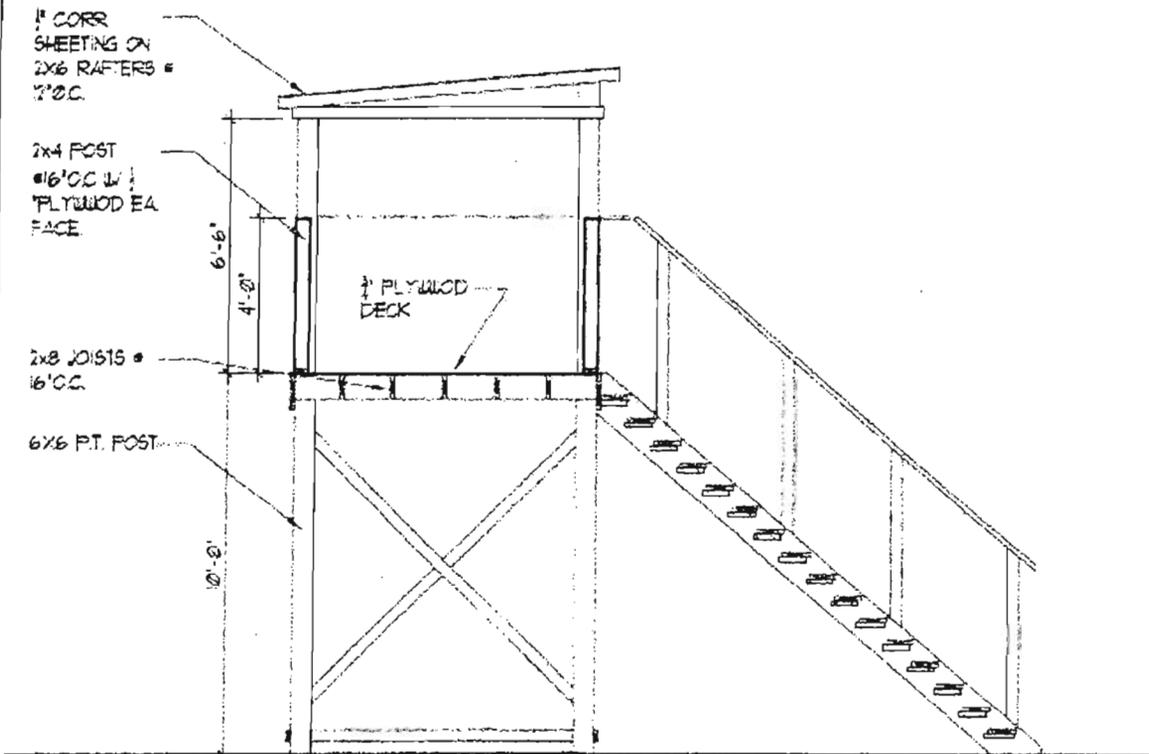
All vehicle observation inspection tower(s) will be placed at the primary ingress/egress road at each TDSR site. The vehicle observation inspection tower will allow the Client Representative (Client Tower Monitor) to visually estimate the load for each truck or trailer hauling debris into the site and to ensure that each truck or trailer is completely empty when leaving. This may require and additional tower if the egress route is not the same as the ingress.

See attached construction diagram.



FLOOR PLAN

SCALE: 1/4" = 1'-0"

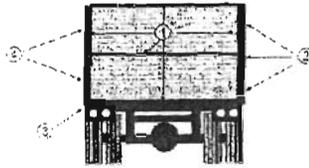


SECTION A-A

SCALE: 1/4" = 1'-0"

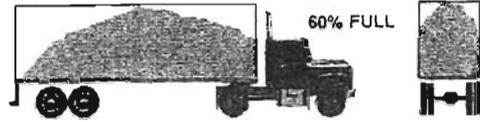
	OBSERVATION TOWER	ASHBRITT	SK-1
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Model Vehicle Tail Gate Assembly

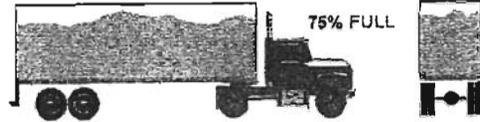


- ① Chainlink gate with 7/8" diameter welded tubular frame.
- ② Permanently attach tailgate hinges (minimum 3 locations).
- ③ Gate must extend to bottom of truck bed.
- ④ Secure gate with minimum of two 4" ratcheting tie-down straps secured to side of truck bed.

TAILGATE FENCING DETAIL



60% FULL



75% FULL



80% FULL



90% FULL

Exhibit F

COST ITEMS

A. DEBRIS REMOVAL, PROCESSING AND DISPOSAL

Item	Description	Unit of Measure	Cost
1.	Vegetative debris removal from public property (right-of-way) and hauling to DMS within the City limits of the City of Pompano Beach	per cubic yard	\$7.75
2.	Vegetative debris removal from public property (right-of-way) and hauling to DMS outside the City limits of the City of Pompano Beach, supplemental charge to be added to 2. above	per cubic yard	\$1.00
3.	Vegetative debris removal from DMS and hauling to final disposal site within Broward County	per cubic yard	\$3.95
4.	Vegetative debris removal from public property (right-of-way) and hauling to final disposal site within Broward County	per cubic yard	\$10.00
5.	C&D debris removal from public property (right-of-way) and hauling to DMS within the City limits of the City of Pompano Beach	per cubic yard	\$7.75
6.	C&D debris removal from public property (right-of-way) and hauling to DMS outside the City limits of the City of Pompano Beach, supplemental charge to be added to 2. above	per cubic yard	\$1.00
7.	C&D debris removal from DMS and hauling to final disposal site within Broward County	per cubic yard	\$3.95
8.	C&D debris removal from public property (right-of-way) and hauling to final disposal site within Broward County	per cubic yard	\$10.00
9.	Debris site management – preparation, management and segregating debris at DMS	per cubic yard	\$2.00
10.	Processing (grinding) of vegetative debris at DMS	per cubic yard	\$1.75
11.	Processing (burning) of vegetative debris at	per cubic yard	\$1.00

	DMS		
12.	Pick up and haul of white goods	per each	\$65.00
13.	Pick up and disposal of hazardous material	per pound	\$16.00
14.	Dead animal collection, transportation, and disposal	per pound	\$3.25
15.	Hazardous tree removal and hauling to disposal site, 6 inch diameter to 11.99 inch diameter	per tree	\$75.00
16.	Hazardous tree removal and hauling to disposal site, 12 inch diameter to 23.99 inch diameter	per tree	\$115.00
17.	Hazardous tree removal and hauling to disposal site, 24 inch diameter to 47.99 inch diameter	per tree	\$150.00
18.	Hazardous tree removal and hauling to disposal site, 48 inch diameter and greater	per tree	\$295.00
19.	Hazardous stump removal and hauling to disposal site, >24 inch diameter to 35.99 inch diameter	per stump	\$145.00
20.	Hazardous stump removal and hauling to disposal site, 36 inch diameter to 47.99 inch diameter	per stump	\$225.00
21.	Hazardous stump removal and hauling to disposal site, 48 inch diameter and greater	per stump	\$275.00
22.	Hazardous limbs >2 inch in diameter at point of break	per tree	\$115.00
23.	Demolition of structures	per cubic yard	\$4.50
24.	Disaster event generated hazardous wastes abatement; biohazardous wastes abatement	per pound	\$25.00
25.	Tipping fees to be reimbursed to contractor by City at actual cost	cost reimbursement	Pass Thru

B. EQUIPMENT

Item	Description	Unit of Measure	Cost
1.	JD 544, or equal, wheel loader with debris grapple	per hour	\$130.00
2.	JD 644, or equal, wheel loader with debris grapple	per hour	\$150.00
3.	Extendaboom, or equal, forklift with debris grapple	per hour	\$105.00
4.	753 Bobcat, or equal, skid steer loader with debris grapple	per hour	\$75.00
5.	753 Bobcat, or equal, skid steer loader with bucket	per hour	\$75.00
6.	753 Bobcat, or equal, skid steer loader with street sweeper	per hour	\$75.00
7.	30-50 HP farm tractor with box blade or rake	per hour	\$65.00
8.	2-2 ½ cu. yd. articulated loader with bucket	per hour	\$120.00
9.	3-4 cu. yd. articulated loader with bucket	per hour	\$140.00
10.	JD 648E, or equal, log skidder	per hour	\$175.00
11.	Caterpillar D4, or equal, dozer	per hour	\$105.00
12.	Caterpillar D6, or equal, dozer	per hour	\$150.00
13.	Caterpillar D8, or equal, dozer	per hour	\$215.00
14.	Caterpillar, or equal, 125-140 HP motor grader	per hour	\$129.00
15.	JD 690, or equal, trackhoe with debris grapple	per hour	\$145.00
16.	JD 690, or equal, trackhoe with bucket & thumb	per hour	\$145.00
17.	Rubber tire trackhoe with debris grapple	per hour	\$135.00
18.	JD 310, or equal, rubber tire backhoe with bucket & hoe	per hour	\$95.00
19.	Rubber tire excavator with debris grapple	per hour	\$135.00
20.	210 Prentiss, or equal, knuckleboom with debris grapple	per hour	\$150.00
21.	Caterpillar 623, or equal, self-loader scraper	per hour	\$255.00
22.	Hand fed debris chipper	per hour	\$55.00
23.	300-400 Tub grinder	per hour	\$425.00
24.	Diamond Z, or equal, 800-1,000 HP tub grinder	per hour	\$525.00
25.	30 Ton crane	per hour	\$225.00
26.	50 Ton crane	per hour	\$265.00
27.	100 Ton crane, with 8 hour minimum	per hour	\$425.00
28.	40-60' Bucket truck	per hour	\$175.00

29.	Service truck	per hour	\$85.00
30.	Water truck	per hour	\$91.00
31.	Portable light plant	per hour	\$35.00
32.	Equipment transports	per hour	\$130.00
33.	Pickup truck, unmanned	per hour	\$14.38
34.	Self-loading dump truck with knuckleboom and debris grapple	per hour	\$145.00
35.	Single axle dump truck, 5-12 cu. yd.	per hour	\$54.00
36.	Tandem dump truck, 16-20 cu. yd.	per hour	\$70.00
37.	Trailer dump truck, 24-40 cu. yd.	per hour	\$90.00
38.	Trailer dump truck, 41-60 cu. yd.	per hour	\$115.00
39.	Trailer dump truck, 61-80 cu. yd.	per hour	\$125.00
40.	Power screen	per hour	\$102.00
41.	Stacking conveyor	per hour	\$27.00
42.	Off road truck	per hour	\$165.00

C. LABOR AND MATERIAL

Item	Description	Unit of Measure	Cost
1.	Operations Manager	per hour	\$100.00
2.	Superintendent with truck, phone and radio	per hour	\$75.00
3.	Foreman with truck, phone and radio	per hour	\$65.00
4.	Safety/quality control inspector with vehicle, phone and radio	per hour	\$55.00
5.	Inspector with vehicle, phone and radio	per hour	\$42.50
6.	Climber with gear	per hour	\$85.00
7.	Saw hand with chainsaw	per hour	\$45.00
8.	Laborers and flagmen	per hour	\$32.50
9.	Timekeeper	per hour	\$35.00
10.	HazMat professional	per hour	\$145.00
11.	Household HazMat inspection and removal crew	per hour	\$130.00
12.	FEMA public assistance manager	per hour	\$85.00
13.	FEMA documentation clerk	per hour	\$40.00
14.	Community assistance/hot line operators	per hour	\$30.00
15.	Project manager/HazMat supervisor	per hour	\$97.00
16.	Project manager/HazMat supervisor overtime	per hour	\$45.50
17.	Field logitcian/HazMat technician	per hour	\$70.00
18.	Field logitcian/HazMat technician overtime	per hour	\$35.00
19.	Resources technician	per hour	\$50.00

D. EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT

Item	Description	Unit of Measure			Daily Cost	Weekly Cost
		per day (24 Hrs)	per week			
1.	10 KW generator	per day (24 Hrs)	per week	\$684.19	\$2,736.75	
2.	15 KW generator	per day (24 Hrs)	per week	\$691.88	\$2,767.50	
3.	25 KW generator	per day (24 Hrs)	per week	\$699.56	\$2,798.25	
4.	50 KW generator	per day (24 Hrs)	per week	\$1,065.49	\$4,261.95	
5.	75 KW generator	per day (24 Hrs)	per week	\$1,183.88	\$4,735.50	
6.	100 KW generator	per day (24 Hrs)	per week	\$1,276.13	\$5,104.50	
7.	175 KW generator	per day (24 Hrs)	per week	\$2,027.35	\$8,109.39	
8.	250 KW generator	per day (24 Hrs)	per week	\$3,113.44	\$12,453.75	
9.	300 KW generator	per day (24 Hrs)	per week	\$3,422.48	\$13,689.90	
10.	350 KW generator	per day (24 Hrs)	per week	\$3,514.73	\$14,058.90	
11.	500 KW generator	per day (24 Hrs)	per week	\$4,689.38	\$18,757.50	
12.	750 KW generator	per day (24 Hrs)	per week	\$5,696.44	\$22,785.75	
13.	800 KW generator	per day (24 Hrs)	per week	\$5,842.50	\$23,370.00	
14.	1000 KW generator	per day (24 Hrs)	per week	\$6,765.00	\$27,060.00	
15.	1250 KW generator	per day (24 Hrs)	per week	\$7,830.49	\$31,321.95	
16.	1500 KW generator	per day (24 Hrs)	per week	\$8,837.55	\$35,350.20	
17.	1750 KW generator	per day (24 Hrs)	per week	\$9,844.61	\$39,378.45	
18.	Tails	per day (24Hrs)	per week	per month	\$6.15	\$24.60
19.	Cables (400 amp) 50 ft	per day (24Hrs)	per week	per month	\$10.76	\$43.05

Additional costs for services can be submitted for evaluation.

Hazardous Materials Equipment/Materials Price Schedule

Description	Unit	Rate
250 gallon Poly Tank	Day	\$111.00
Absorbant Boom -bags	Each	\$132.00
Absorbant Pads - boxes	Each	\$138.00
Air Compresor 185 cfm	Day	\$130.00
Air Compresor Small	Day	\$63.00
Air Sampling Vacuum Pump	Day	\$37.00
Bladder Pump	Day	\$99.00
Cement - Bags	Each	\$44.00
Centrifugal Pump/Hoses	Day	\$68.00
Chain saws	Day	\$78.00
Coil Rope	Each	\$37.00
Concrete Saw	Day	\$71.00
Conductivity, ph, thermometer Set	Day	\$30.00
Contaminated Material - total tons	Tons	Cost + 23%
Core Drill w. 6" bit	Day	\$146.00
Data logger with Transducers	Day	\$188.00
Disposable 1 micron Filter	Each	\$26.00
Dissolved Oxygen Meter	Day	\$47.00
Double Ring Infiltrometer	Day	\$86.00
Drum Roller compactor	Hour	\$169.00
Electric Hand Tools (drill, saw, sander etc)	Ea/day	\$16.00
Explosimeter	Day	\$32.00
Gas Chromatograph, portable	Day	\$498.00
Ground Penetrating Radar	Day	\$1,039.80
Hand Auger	Day	\$14.00
Hand Tools per employee	Day	\$32.00
Harbour Boom	ft/day	\$3.00
High Pressure Steam Cleaner	Day	\$193.00
Mini Excavator	Hour	\$58.00
Oil Water probe	Day	\$50.00
OVA	Day	\$203.00
Plate Compactor	Day	\$127.00
Ponar Dredge sampler	Day	\$68.00
Portable Light stand	Day	\$145.00
Portable Sampler (Peristaltic pump)	Day	\$68.00
Safety Equipment Level C	Day	\$78.00
Safety Equipment Level D	Day	\$156.00
Sediment Sampler	Day	\$40.00
Street Sweeper	Day	\$780.00
Surveying Equipment	Day	\$58.00
Teflon Bailer	Day	\$11.00
Teflon Tubing	Foot	\$4.00
Traffic control Vests cones barriers etc	Day	\$86.00
Turbidity Meter	Day	\$42.00
Visqueen - Rolls	Each	\$136.00

Hazardous Materials Equipment/Materials Price Schedule

Water level Indicator	Day	\$48.00
Well and Well screens	Each	Cost + 23%
Well Point Install	Each	Cost + 23%
WellPoint Rental	Day	Cost + 23%
workboat w/o motor	Day	\$130.00
YSI Meter/ Multi meter	Day	\$130.00
Personal Protective Equip., Level A (Dupont RS562T)	Per Unit	\$895.00
Personal Protective Equip., Level B (Dupont R3123T)	Per Unit	\$395.00
Personal Protective Equip., Level C (Dupont C2127T)	Per Unit	\$195.00
Cascade Air Filtration Panel	Day	\$140.00
Air Filtration Panel	Day	\$55.00
Airline Respirator	Day	\$210.00
Respirator Airline 50' Section	Each	\$175.00
Respirator Cartridges	Pair	\$35.00
High Hazard Personnel Decontamination	Per Kit	\$40.00
Low Hazard Personnel Decontamination	Per Kit	\$15.00
Portable Eyewash Statement	Day	\$35.00
First Aid Station	Day	\$125.00
Personnel Retrieval System	Day	\$140.00
Personnel Retrieval Harness	Day	\$24.00
Combustible Gas Indicator	Day	\$75.00
Toxic Gas Detector	Day	\$150.00
Photoionization Dectector	Day	\$110.00
Hazmat Kit	Day	\$325.00
Hand Auger, Stainless Steel	Day	\$20.00
Hand Operated Transfer Pump	Day	\$65.00
1" Diaphragm Pump (1")	Day	\$125.00
2" Diaphragm Pump (2")	Day	\$160.00
2" Diaphragm Pump S.S. (2" S.S.)	Day	\$275.00
3" Diaphragm Pump (3")	Day	\$250.00
6" Diaphragm Pump (6")	Day	\$1,280.00
1" Suction or Discharge Hose (1")	Day	\$46.00
2" Suction or Discharge Hose (2")	Day	\$70.00
3" Suction or Discharge Hose (3")	Day	\$90.00
6" Suction or Discharge Hose (6")	Day	\$145.00
2" Chemical Suction or Discharge Hose (2")	Day	\$140.00
3" Chemical Suction or Discharge Hose (3")	Day	\$180.00
6" Chemical Suction or Discharge Hose (6")	Day	\$650.00
Diesel Powered Generator 60-80kw	Day	\$245.00
Electrical Cord Station 50'	Day	\$35.00
Spike Bar	Each	\$40.00
Airless Spray (With operator)	Day	\$275.00
Pressure Washer (With operator)	Day	\$255.00
Waterhose Section (Garden)	Each	\$35.00
Cutting Torch (With operator)	Day	\$175.00
Wire Welder (With operator)	Day	\$225.00

Hazardous Materials Equipment/Materials Price Schedule

Air Blower (With operator)	Day	\$175.00
HEPA Vac (With operator)	Day	\$480.00
Barrel Cart	Day	\$15.00
Wheelbarrow	Day	\$15.00
Oil Dry Spreader	Day	\$18.00
Traffic Control Vest, Cones, Flags, Barrels, etc	Day	\$225.00
Drill w/ Bits	Day	\$40.00
Grounding Cable and Rod	Day	\$15.00
Circular Saw	Day	\$30.00
Hand Tool per employee *(shovels, brooms etc.)	Day	\$30.00
Tool Kit (Hammers, Pliers, Screwdrivers)	Day	\$45.00
Wrench Kit (Bung wrench, speed, etc)	Day	\$25.00
Step Ladder	Day	\$9.50
Extension Ladder	Day	\$11.50
Photographic Equipment	Day	\$125.00
Flashlights	Each	\$8.00
Handheld Radios	Each	\$75.00
Level A Suit (Kappler Responder)	Each	\$800.00
Level B Suit (Kappler Responder)	Each	\$350.00
Level C Suit (Kappler Responder)	Each	\$225.00
Tyvek Coveralls (DuPont)	Each	\$25.00
Proshield (DuPont NG127s)	Each	\$85.00
Saranex (DuPont SL127T)	Each	\$95.00
Acid Suit	Each	\$95.00
Rain Suit	Each	\$35.00
Neoprene Gloves, Pair	Pair	\$12.00
Nitrile Gloves, Pair	Pair	\$8.00
Silvershield Gloves	Pair	\$12.00
PVC Gloves	Pair	\$7.50
Cotton or Latex Gloves	Pair	\$8.50
Leather Work Gloves	Pair	\$12.50
PVC Boots (Haz Mat)	Pair	\$32.50
Boot Covers	Pair	\$15.00
Hearing Protection	Pair	\$8.00
Detector Tubes	Each	\$18.00
Ph Paper	Pack	\$25.00
Spill Classifier	Each	\$15.00
5"x10' Absorbent Boom-Petroleum (CEP-WB510)	Bale of 4	\$105.00
8"x10' Absorbent Boom-Petroleum (CEP-WB810)	Bale of 4	\$155.00
3" x 12' Absorbent Boom-Universal (CEP-HAZSOCIO)	Bale of 4	\$70.00
Absorbent Pads Bundle-Petroleum (CEP-WP100H or equal)	Bundle	\$87.50
Absorbent Pads Bundle-Universal (CEP-OPP15 or equal)	Bundle	\$132.50
Oil Dry (CEP-FLAB50 or equal)	Bag (40lb)	\$15.00
Peat Moss (CEPEXSORB or equal)	Bag	\$35.00
Vermiculite (CEP-VERM4 or equal)	Bag	\$30.00
Soda Ash Bag (CEP-SODASH or equal)	Bag	\$30.00

Hazardous Materials Equipment/Materials Price Schedule

4 mil 20x100 polyethylene (4 mil)	Roll	\$47.50
6 mil 20x100 polyethylene (6 mil)	Roll	\$62.50
6 mil bags (6 mil)	Case	\$55.00
Duct Tape (N/A)	Roll	\$6.00
55 Gallon Drum Overoak (CEP-1230YE or equal)	Each	\$110.00
55 Gallon Drum Liners (10 mil)	Each	\$225.00
Fiber Drums (55 gallon)	Each	\$55.00
30 Gallon Overpak (CEP-1230YE or equal)	Each	\$115.00
95 Gallon Overpak (CEP-1237YE or equal)	Each	\$275.00
DOT Hazardous Waste Lables (DOT)	Box	\$35.00
Fire Extinguisher	Each	\$75.00
Caution/Hazard Tape	Roll	\$28.00
Respirator Wipes	Box	\$20.00
ChemTape , 10' roll (Kappler)	Roll	\$15.00

Exhibit G



June 13, 2009

Robert McCaughn
Public Works Director
City of Pompano Beach
1190 NE 3rd Avenue Building B
Pompano Beach, FL 33061

Dear Mr. McCaughn:

Through execution of this correspondence, AshBritt is committed to the terms and conditions of the Contract for Debris Recovery Services for the City of Pompano Beach.

Sincerely,

A handwritten signature in dark ink, appearing to read 'John Noble', is written over a horizontal line.

John Noble
Chief Operating Officer

Exhibit H

April 14, 2014

City of Pompano Beach
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060.

Re: Ashbritt Inc.
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

I, Kimberly Bryson, a Senior Vice President of Bank of America, N.A. ("Bank of America"), confirm that AshBritt Inc. maintains average balances with Bank of America in the eight figures. Ashbritt Inc. has a Low to Mid Eight Figure Line of Credit Facility with Bank of America that has been handled as agreed.

This information is being delivered to you at the request of AshBritt. Please note that the information set forth in this letter is subject to change without notice, and is provided in strictest confidence to you for this limited purpose and your use only, without any responsibility, guarantee, commitment or liability on the part of Bank of America, its affiliates or any of its or its affiliates' directors, officers or employees. Bank of America cannot provide any credit ratings or opinions of the creditworthiness of Ashbritt, and the above information does not constitute an opinion of Bank of America of the ability of AshBritt to successfully perform any obligations under any agreement it may enter into with you, Bank of America or any other entity. Finally, Bank of America undertakes no responsibility to update the information set forth in this letter.

If you have any additional questions, please do not hesitate to contact me.

Regards,



Kimberly Bryson
Senior Vice President
954-765-2144

H1



248 East Capitol Street
Suite 1200
Jackson, MS 39201
Post Office Box 1490
Jackson, MS 39215-1490
(601) 960-8200 PHONE
(800) 410-8200 TOLL FREE
(601) 208-7484 FAX
www.fbbins.com

April 17, 2014

City of Pompano Beach
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060

Re: AshBritt, Inc.
RFP No. E-28-14
Emergency Debris Management and
Disaster Recovery Technical Assistance

To Whom It May Concern:

It is the privilege of Liberty Mutual Insurance Company to provide surety support for AshBritt, Inc. In the past, AshBritt, Inc. has successfully completed single projects in the \$500,000,000.00 range with an overall program of \$650,000,000.00 US Dollars.

Should any projects be awarded to and accepted by AshBritt, Inc., we are prepared to consider providing the required bonds on their behalf. Our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents, confirmation of financing and our ongoing review of the operational and financial capacity of AshBritt, Inc.

We are pleased to share with you our favorable experience and high regard for AshBritt, Inc. This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between AshBritt, Inc. and Liberty Mutual Insurance Company.

Liberty Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (2005 Department Circular 570). Liberty Mutual Insurance Company is rated A (Excellent) Financial Size Category XV (\$2 Billion or greater) by A.M. Best Company.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry G. Veazey, Jr.", is written over the word "Sincerely,".

Jerry G. Veazey, Jr.
Attorney-in-Fact for Liberty Mutual Insurance Company

H2

Exhibit I

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 2054 Vista Pkwy, Suite 400 West Palm Beach, FL 33411-2718 561 693-0500	CONTACT NAME: Curtis A Weaver
	PHONE (A/C, No, Ext): 561 693-0500 FAX (A/C, No): 855 420-6662 E-MAIL ADDRESS: susan.casey@usi.biz
INSURED AshBritt, Inc 565 East Hillsboro Blvd Deerfield Beach, FL 33441	INSURER(B) AFFORDING COVERAGE NAIC # INSURER A: Starr Surplus Lines Insurance C 13604
	INSURER B: Federal Insurance Company 20281
	INSURER C: Starr Indemnity & Liability Com 38318
	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 INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	SLSLEIL72032214	05/22/2014	05/22/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea. occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> BI/PPD Ded:20000						PERSONAL & ADV INJURY \$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER SUBJECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY	X	X	SISIPCA08263214	05/22/2014	05/22/2015	COMBINED SINGLE LIMIT (Ea. accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB	X		SLSLXNV73023814	05/22/2014	05/22/2015	EACH OCCURRENCE \$10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$10,000,000
DED RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	004472753901	05/22/2014	05/22/2015	X WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NM)		N/A				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Ten Days Notice for Non-payment of Premium; 30 Days Notice for All Other.

Commercial General Liability includes Contractor Pollution Liability \$1,000,000 and Professional Liability \$1,000,000. GL includes Primary and Non-contributory, Additional Insured and Waiver of Subrogation.

APPROVED
RISK MANAGEMENT
ON: 08/27/14
BY: JTM

(See Attached Descriptions)

CERTIFICATE HOLDER City of Pompano Beach 1190 NE 3rd Avenue Bldg. C (Front) 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 <i>Jay Morris</i>
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DESCRIPTIONS (Continued from Page 1)

Auto policy includes Pollution, Broadened coverage and Waiver of Right of recovery Against Us.

Wers' Compensation includes Waiver of our Right to Recover.

APPROVED
RISK MANAGEMENT
ON:
BY: 08/27/14
JFM

Exhibit J

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b (2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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 REINSTATEMENT AND FIRST AMENDMENT TO THE CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CROWDER-GULF JOINT VENTURE, INC.; AND SUBSEQUENTLY AUTHORIZING APPROVAL OF THE SECOND EXTENSION TO SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE. NO FISCAL IMPACT AT THIS TIME. CONTRACT TERM, UPON EXECUTION, SEPTEMBER 15, 2017.

Summary of Purpose and Why:

The City awarded a contract to Crowder-Gulf Joint Venture, Inc. for disaster debris removal, hauling, disposal, and recycling for a one (1) year period, commencing on September 16, 2014, and at the City's discretion and with consent of the Contractor, four (4) additional one (1) year extension periods follow pending City Commission approval. Due to new FEMA requirements and subsequent first amendment, it is requested the contract be reinstated under the terms of the original contract and first amendment. Due to timeframe on expiration of contract, it is requested the second extension be executed now, maintaining the same scope of services and terms and conditions as stated under the original contract and first amendment. The services provided under this contract will enable the city to expedite removal and disposal of hurricane debris and provide other related services as needed. The City must establish this contract prior to a storm to ensure reimbursement from FEMA.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert A. McCaughan / Russ Ketchem Ext. 954 786-4097
- (3) Expiration of contract, if applicable: September 15, 2017
- (4) Fiscal impact and source of funding: None until contract is implemented to recover from Hurricane

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Public Works	6/3/2016	Approve	<i>Robert A. McCaughan</i>
Finance	6/7/16	Approval	<i>S. Kibele</i>
Budget	6/8/16		
City Attorney	6/17/16		

Advisory Board
 Development Services Director
 City Manager *W. Beach*

Thomas W. Beach

ACTION TAKEN BY COMMISSION:

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

MEMORANDUM

TO: City Commission

THROUGH: Robert McCaughan, Director Public Works *RM*

FROM: Russell Ketchem, Solid Waste Manager 

COPY: Dennis W. Beach, City Manager

DATE: 3 June 2016

SUBJECT: Crowder-Gulf Joint Venture, Inc. Contract

This memorandum is to provide explanation to the Resolution presented at the June 14, 2016 commission meeting.

There are three commission action items in the Resolution: reinstatement; first amendment; and second extension to the contract.

A reinstatement is requested due to various FEMA requirements that became relevant. These requirements came into effect January 2016. This caused staff to research the new FEMA requirements and update language in the contract. This caused a delay in the execution of allowable contract extension.

The first amendment is the result of the FEMA requirements being edited into the contract.

The second extension is requested due to the current agreement is to expire September 15, 2016. It is staff's recommendation to move forward with the second extension of the contract. This will allow for the contract to remain in place during this hurricane season, and the majority of the 2017 hurricane season. If second extension is approved, the expiration date of the contract will be September 15, 2017.

I am available to discuss this matter upon request.



City Attorney's Communication #2016-849

May 31, 2016

TO: Russell Ketchem, Solid Waste Manager

FROM: Carrie L. Sarver, Assistant City Attorney

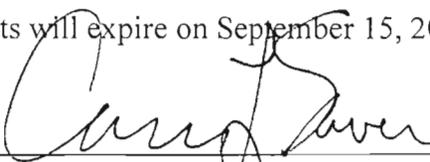
RE: Resolutions / Reinstatements and First Amendments
AshBritt, Inc. and Crowder-Gulf Joint Venture, Inc.

As requested, the above-referenced Agreements have been prepared and are attached at this time along with the appropriate Resolutions captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REINSTATEMENT AND FIRST AMENDMENT TO THE CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES BETWEEN THE CITY OF POMPANO BEACH AND ASHBRIIT, INC.; AND SUBSEQUENTLY AUTHORIZING APPROVAL OF THE SECOND EXTENSION TO SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REINSTATEMENT AND FIRST AMENDMENT TO THE CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CROWDER-GULF JOINT VENTURE, INC.; AND SUBSEQUENTLY AUTHORIZING APPROVAL OF THE SECOND EXTENSION TO SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

Please note that the extension of the two contracts will expire on September 15, 2017.



CARRIE L. SARVER

/jrm/ds
l:cor/pw/2016-849

Attachments

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 REINSTATEMENT AND FIRST AMENDMENT TO THE CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CROWDER-GULF JOINT VENTURE, INC.; AND SUBSEQUENTLY AUTHORIZING APPROVAL OF THE SECOND EXTENSION TO SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Reinstatement and First Amendment between the City of Pompano Beach and Crowder-Gulf Joint Venture, Inc., a copy of which Reinstatement and Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That a Second Extension to Agreement between the City of Pompano Beach and Crowder-Gulf Joint Venture, Inc. is hereby approved.

SECTION 3. That the proper City officials are hereby authorized to execute said Reinstatement and Amendment between the City of Pompano Beach and Crowder-Gulf Joint Venture, Inc.

SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

MEB/jrm/ds
6/3/16
1/8/16
l:reso/2016-22

**REINSTATEMENT AND
FIRST AMENDMENT**

THIS IS A REINSTATEMENT AND FIRST AMENDMENT dated the _____
day of _____ 2016, between:

CITY OF POMPANO BEACH, a municipal corporation of the
State of Florida, whose address is 100 West Atlantic Boulevard,
Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

CROWDER-GULF JOINT VENTURE, INC., a Florida
corporation, having its office and place of business at 5435
Business Parkway, Theodore, AL 36582, hereinafter referred to as
"CONTRACTOR."

WHEREAS, the parties entered into a Contract for Disaster Debris Recovery Services on
September 16, 2014, ("Original Agreement"), and approved by Resolution No. 2014-309; and

WHEREAS, the Original Agreement was for one (1) year with four (4) possible
additional one-year renewals; and

WHEREAS, a period of time greater than one year has lapsed without renewal of the
Original Agreement; and

WHEREAS, the parties desire to reinstate and amend certain terms and provisions of the
Original Agreement to update the public records law, to comply with Federal Emergency
Management Agency's ("FEMA") contract requirements to be eligible for reimbursement of
federal funds, and to extend the term of the Original Agreement for an additional one-year period
expiring on September 15, 2016.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONSULTANT agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

2. The original Agreement between CITY and CONTRACTOR, dated September 16, 2014, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended herein below.

3. CONTRACTOR agrees to provide all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of Debris Recovery Services as described in Request for Proposals (RFP) E-28-14, in accordance with all laws, regulations and FEMA requirements applicable to debris removal and monitoring contracts, specifically 2 C.F.R. 200.317-326, as amended and including Appendix II to Part 200, which apply to Public Assistance Grantee Procurement and Contract Requirements in order to be eligible for reimbursement.

4. CONTRACTOR agrees and recognizes that FEMA will only reimburse costs under a time-and-materials contract for the first seventy (70) hours of work performed. In order to comply with FEMA reimbursement guidelines as provided for in the Code of Federal Regulations, CITY shall set and include a ceiling price in the Task Order issued to CONTRACTOR based on the assessed damage. CONTRACTOR agrees that if such ceiling price is exceeded that it is performing any additional work at its own risk and CITY shall not be responsible for payment of said services.

5. CITY and CONTRACTOR agree that the bonding requirements as provided for in Addendum #1 shall apply to this Agreement and reflect a contract requirement of a Payment

and Performance Bond in the amount of one hundred million dollars (\$100,000,000.00). This provision shall be incorporated into this Agreement and CONTRACTOR agrees to comply with same.

6. The Original Agreement is amended by adding additional language as follows:

XXIII. 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, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

7. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending September 15, 2016.

8. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the reinstatement and amendment had been originally included in the Original Agreement.

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 by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

CROWDER-GULF JOINT VENTURE, INC.
a Florida corporation

Wesley Naile
WESLEY NAILE
Print Name

By: [Signature]
Signature

JOHN RAMSAY
Typed, Stamped or Printed Name

Melinda Kohale
melinda kohale
Print Name

PRESIDENT
Title

Alabama
STATE OF ~~FLORIDA~~
mobile
COUNTY OF ~~BROWARD~~

The foregoing instrument was acknowledged before me this 6th day of June, 2016 by John Ramsay as President of Crowder-Gulf Joint Venture, Inc., 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:

Kerrie A. Noll
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Alabama
Kerrie A. Noll
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Kerrie A. Noll
Notary Public, Mobile County, AL
My Commission Expires Sept 12, 2018

CLS/jrm
5/31/16
1/29/16
L:agr/pw/2016-55

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

June 6, 2016

The City of Pompano Beach
1190 NE 3rd Ave
Pompano Beach, FL 33060

Re: Commitment letter for emergency debris management and disaster recovery technical assistance – RFP # E-28-14

Please accept this as a letter of commitment to confirm the availability and the willingness of CrowderGulf to provide debris removal and management services to the City of Pompano Beach through September 15, 2017.

CrowderGulf appreciates our continuing relationship with the City of Pompano Beach. We stand ready to respond in the event the City request our services. If you have any questions, please do not hesitate to contact us.

Best regards,



John Ramsay
President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
8/25/2015

PRODUCER

Point Clear Insurance Services LLC
368 Commercial Park Drive
Fairhope, AL 36532-1910

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A THE GRAY INSURANCE COMPANY

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582-1675

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	XSGL-074127	9/1/2014	9/1/2017	GENERAL AGGREGATE	Unlimited
					PRODUCTS - COMP/OP AGG	\$3,000,000.00
					PERSONAL & ADV INJURY	\$1,000,000.00
					EACH OCCURRENCE	\$1,000,000.00
					FIRE DAMAGE (Any one fire)	\$50,000.00
					MED EXP (Any one person)	\$5,000.00
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-075123	9/1/2014	9/1/2017	COMBINED SINGLE LIMIT	\$1,000,000.00
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-043072	9/1/2015	9/1/2016	EACH OCCURRENCE	\$4,000,000.00
					AGGREGATE	\$4,000,000.00
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	GWC-070843-FL2	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
					EL EACH ACCIDENT	\$1,000,000.00
					EL DISEASE - POLICY LIMIT	\$1,000,000.00
					EL DISEASE - EA EMPLOYEE	\$1,000,000.00
	OTHER					

APPROVED RISK MANAGEMENT
ON: 09/18/15
BY: [Signature]

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

Emergency Debris Management and Disaster Recovery Technical Assistance

CERTIFICATE HOLDER

City of Pompano Beach, Florida
Attn: Ascele Hammond
Deputy City Clerk
100 West Atlantic Blvd.
Pompano Beach, FL 33060

APPROVED RISK MANAGEMENT [Signature]

CANCELLATION

In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.

AUTHORIZED REPRESENTATIVE

[Signature]

GCF 00 50 01 01 12

THE GRAY INSURANCE COMPANY

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

original 19

RESOLUTION NO. 2014- 309

**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 CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CROWDER-GULF JOINT VENTURE, INC.; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Contract for Disaster Debris Recovery Services between the City of Pompano Beach and Crowder-Gulf Joint Venture, Inc., a copy of which Contract 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 Contract between the City of Pompano Beach and Crowder-Gulf Joint Venture, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 9th day of September, 2014.



LAMAR FISHER, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

original 19

**CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES
FOR
THE CITY OF POMPANO BEACH**

This Contract is made and entered into on this 16th day of September 2014 by and between The City of Pompano Beach, a political subdivision of the State of Florida, hereinafter called the "CITY", and CrowderGulf Joint Venture, Inc., hereinafter called the "CONTRACTOR."

Whereas, the CITY is subject to potential natural and/or manmade disasters, such as hurricanes; and

Whereas, such storms can generate up to an estimated twenty-seven (27) million cubic yards of debris in large scale disasters; and

Whereas, the CITY has determined debris removal, storage, reduction, disposal and recycling is in the best interests of the City of Pompano Beach; and

Whereas, the CITY in the interests of safety, health and welfare, desires to remove, consolidate and properly dispose of such debris; and

Whereas, The CITY desires to engage the services of a qualified and licensed contractor to manage Debris Removal, Debris Disposal and Debris Recycling Services and Debris Storage and Reduction Services following natural or manmade disasters; and

Whereas, procurements under this Contract shall be limited to those which are determined essential to eliminate threats to public health, safety and welfare, to the economic recovery of the affected area for the benefit of the community-at-large, to eliminate immediate threats of significant damage to improved public or private property and to facilitate the restoration of normal public services; and

Whereas, the CONTRACTOR is an experienced, qualified and licensed general contractor with expertise in performing Debris Removal, Debris Disposal and Debris Recycling Services and Debris Storage and Debris Reduction Services following natural or manmade disasters; and

Whereas, the CONTRACTOR is an experienced, qualified and licensed hazardous waste contractor with expertise in the management, handling, transporting and disposal of Hazardous and/or Toxic Waste; and

Whereas, the CONTRACTOR shall provide complete recovery management support, including but not limited to debris management and disaster recovery technical assistance, to CITY personnel in all seven categories of work as defined by the Federal Emergency Management Agency (FEMA) in the Public Assistance Guide FEMA 321; and

Whereas, the CONTRACTOR is experienced in working with federal, state and local emergency agencies and has documented knowledge of federal and state disaster programs, funding sources and the FEMA reimbursement process; and

Whereas, the CITY desires reimbursement of costs, as available; and

1

Whereas, the CONTRACTOR is experienced in providing adequate and timely data necessary for governmental audits and reimbursement payments relative to disaster recovery efforts; and

Whereas the CITY desires to utilize the solicitation in order to secure the disaster debris recovery services of the CONTRACTOR.

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. DEFINITIONS

- A. ASH (as defined in Section IV.F.2)
- B. BULKY HOUSEHOLD WASTE/GARBAGE (as defined in Section IV.F.1.d)
- C. CONSTRUCTION AND DEMOLITION DEBRIS (as defined in Section IV.F.1.b)
- D. CONTRACT ADMINISTRATOR—the City Manager, or other person, designated in writing by the CITY as the primary contact person for the CONTRACTOR.
- E. ELIGIBLE DEBRIS (as defined in Section IV.F.1)
- F. FINAL DISPOSITION SITES—a City-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris or a City-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.
- G. GRANT COORDINATOR—the City Manager, or other representative, who is designated (in writing) by the CITY to be the primary contact person for the administration of the FEMA public assistant grants and shall act as liaison between FEMA and the CITY. (as defined in Section VII.A.)
- H. HAZARDOUS AND/OR TOXIC WASTE (as defined in Section IV.F.1.f)
- I. HOT SPOTS—areas within the city of Pompano Beach where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats. (as defined in Section V.D.9.)
- J. INELIGIBLE DEBRIS (as defined in Section IV.F.3)
- K. LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS—FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits. (see Section IV.G.4.)
- L. LOAD TICKET—a serialized, four-part or electronic form used to record and document volumes of Eligible Debris collected by the CONTRACTOR. (as defined in Section V.I.)
- M. NATIONAL RESPONSE CENTER—the sole national point of contact for reporting oil, chemical, radiological and biological discharges. (see Section VI.I.3.)
- N. NOTICE TO PROCEED—written approval issued to the CONTRACTOR by the CITY to begin mobilization for disaster recovery work. (see Section III.C.-E.) The City manager (or other designee(s) identified by the City Manager in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of the CITY unless modified by a written list of persons authorized by the City Manager to issue such notice. Written notice to proceed may be delivered to CONTRACTOR via fax machine, overnight carrier or delivered in person to the CONTRACTOR representative. CONTRACTOR will provide a contact list (including name, address, position, telephone, cell phone, fax and e-mail address) of persons authorized to receive the NTP within seven (7) days of execution of the contract. Said list will become an attachment to this contract.

- O. PASSES—the number of times the CONTRACTOR passes through the assigned Work Zone to collect all Eligible Debris. (as defined in Section V.F.)
- P. RECYCLABLES (as defined in Section IV.F.1.e)
- Q. RECYCLING FACILITY—a facility that recovers or reuses any Eligible Debris, such as metals, soils or construction materials that may have a residual monetary value for raw material in producing new products.
- R. RIGHT(S) OF WAY—public and/or private streets where residents have placed Eligible Debris at curbside in residential areas as is done with routine solid waste collection.
- S. TASK ORDER—written authorization issued to the CONTRACTOR by the CITY to define a specific scope of work and the time period authorized for the completion of stated services. (See Section III.E.-F.)
- T. DEBRIS MANAGEMENT SITE(S)—a CITY-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.
- U. DEBRIS MANAGEMENT SITE TOWER INSPECTOR—the CITY’S authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Debris Management Site(s).
- V. DEBRIS MANAGEMENT SITE SUPERVISOR—the CITY’S authorized representative designated to monitor the Debris Management Site operations performed by the CONTRACTOR.
- W. TIPPING FEE—a fee based on weight, or volume, of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.
- X. WHITE GOODS (as defined in Section IV.F.1.c)
- Y. WOODY VEGETATIVE AND YARD DEBRIS (as defined in Section IV.F.1.a)
- Z. WORK ZONE—the designated area within the City of Pompano Beach that the Contract Administrator, or authorized representative, has assigned to the CONTRACTOR to perform Eligible Debris removal and hauling services.
- AA. WORK ZONE MONITOR—the CITY’S authorized representative designated to inspect and validate each load of Eligible Debris that is removed from the assigned Work Zones.
- BB. WORK ZONE SUPERVISOR—the CITY’S authorized representative designated to maintain the overall organization/coordination of the Eligible Debris collection in the assigned Work Zone.

II. ACRONYMS

- A. C & D – Construction and Demolition
- B. CA – Contract Administrator
- C. FEMA – Federal Emergency Management Agency
- D. NTP – Notice To Proceed
- E. ROW – Right(s) of Way
- F. DMS –Debris Management Site(s)

III. GENERAL

- A. The purpose of this Contract is to provide Removal, Hauling, Disposal And Recycling of all Eligible Debris (as defined in Section IV.F.1.), to provide DMS Operations and Management of Eligible Debris generated as a result of natural or manmade disasters within the City of Pompano Beach, to provide Technical Assistance to CITY personnel and Additional Services, if needed, in accordance with the terms and conditions set forth herein.
- B. The Contract shall be for a one (1) year period, commencing on the date of award and terminating one (1) year from that date. The CITY may, at its discretion and with consent of the CONTRACTOR, extend the Contract under all of the terms and conditions contained in this Contract for four (4) additional one (1) year periods following Commission approval, and maintaining the same scope of services and terms and conditions as stated under the original Contract.
- C. All executed addendums to this agreement become part of this Contract for the remaining term(s).
- D. In the event service is scheduled to end because of the expiration of this contract, the CONTRACTOR shall continue to provide 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 services at the rate in effect when this extension clause is invoked by the CITY.
- E. Until a written notice to proceed (NTP) is issued by the CITY to the CONTRACTOR, no level of disaster recovery work is approved, guaranteed or implied under this Contract.
- F. Upon receipt of the written NTP, the CONTRACTOR shall commence mobilization of personnel and equipment.
- G. In addition to the NTP, the CITY shall issue a Task Order that shall set forth the specific scope of work and the time period authorized for completion of services to be performed by the CONTRACTOR.
- H. In the event that the CITY does not issue a NTP to the CONTRACTOR during the term of this Contract, it is understood by all parties that no guaranteed minimum amount of work is implied to the CONTRACTOR under this Contract.

IV. STATEMENT OF WORK

A. Disaster Debris Removal, Hauling, Disposal and Recycling

- 1. The CONTRACTOR'S primary responsibilities are:
 - a. Removal of Eligible Debris:

This shall mean the timely collection of eligible debris generated by natural or manmade disasters from public and/or private right(s) of way (ROW) as defined in Section I. R.
 - b. Segregation of Eligible Debris:

This shall mean the separation of eligible debris by the CONTRACTOR at street/road level into six (6) categories: 1) woody vegetative and yard debris, 2) construction and demolition (C & D) debris, 3) white goods, 4) recyclables 5) hazardous and/or toxic waste (hazardous and toxic waste) and 6) any other disaster debris, such as bulky household waste/garbage, that FEMA deems is Eligible Debris.
 - c. Hauling Eligible Debris from designated Work Zone as defined in Section I.Z.:

This shall mean the collection and transportation of Eligible Debris from the authorized and approved work areas to the Debris Management Site(s) (DMS) as defined in Section I.T., and/or the Final Disposition Site(s) as defined in Section I.F.

d. Final disposal and recycling of Eligible Debris:

This shall mean the transportation of non-recyclable Eligible Debris from the DMS to a landfill lawfully permitted to accept all non-recyclable debris, including ash from the DMS and approved by CITY. In addition, this shall also mean the transportation of all Eligible Debris considered recyclable to a recycling facility as defined in Section I.Q., broker or end-user approved by the CITY.

e. Management and Operations in the Work Zones:

This shall mean the supervision and direction of CONTRACTOR haulers in the assigned Work Zones; maintaining equipment staging area(s); and the responsibility for traffic control in the Work Zones.

f. Preparation of reports as the CITY may require:

This shall mean Load Tickets, daily volume/tonnage reports of Eligible Debris removed, equipment/vehicle lists, daily timesheet tickets, finished production reports, crew location reports, final disposal scale tickets, recycling volume/tonnage reports, FEMA forms and any other reports needed by the CITY to track expenses for debris removal operations.

2. The CONTRACTOR'S secondary responsibilities are:

a. Emergency street clearance of Eligible Debris from public and/or private rights of way (ROW) under the direction of the CITY:

This shall mean the cutting, tossing and/or pushing of debris from the primary transportation routes as identified and directed by the CITY. These services shall be performed for approximately the first 70 hours of the disaster, or with written authorization by the CITY.

b. Collection and removal of Eligible Debris from CITY-owned property, canals, waterways or other areas as directed by the CITY:

This shall mean assisting the CITY and/or other Contractor(s) with the collection and hauling of Eligible Debris that has been removed from CITY property, facilities and waterways to the DMS and/or Final Disposition Site(s).

B. Debris Management Site(s) Management and Operations

1. The CONTRACTOR'S primary responsibilities are:

a. Management and Operation of the DMS:

This shall mean assisting CITY in the selection of DMS; establishing the DMS layout; the baseline soil and groundwater testing, intermittent testing, if needed, and soil and groundwater testing at the closure of the DMS; preparation, maintenance, supervision and safety of the DMS to accept and process all Eligible Debris in accordance with all local, state and federal rules, standards and regulations; erecting and maintaining roofed inspection tower(s); maintaining the DMS ingress, egress and interior roads for the entire period of DMS operations; the closure and restoration of the DMS to pre-work conditions;

- b. Segregation of all Eligible Debris prior to reduction:
This shall mean the sorting and separation of Eligible Debris into distinct categories, including but not limited to woody vegetative and yard debris, C & D, white goods, bulky household garbage/waste, recyclables, tires, dead animals and hazardous and/or toxic waste;
 - c. Processing and reduction of Eligible Debris:
This shall mean the reduction of Eligible Debris by such means as chipping, grinding and incineration provided a burn permit has been obtained and approved by the CITY.
 - d. Loading of Eligible Debris:
This shall mean placing stored and/or reduced, Eligible Debris and recyclable materials into CONTRACTOR'S vehicles and initiating a Load Ticket for final disposition.
 - e. Disposal of ash, as defined in Section IV.F.2., produced by DMS operations:
This shall mean the loading of the residue from Eligible Debris that has been incinerated at the DMS for transportation by the CONTRACTOR'S vehicles to a City-approved landfill lawfully permitted to accept the residue material.
 - f. Provide reports, as may be required, to the CITY and/or other agencies:
This shall mean Load Tickets, daily tonnage/volume reports of Eligible Debris accepted at DMS, equipment/vehicle lists, daily timesheet tickets, finished production reports, FEMA reports and any other reports needed by the CITY to track expenses for debris storage and reduction services.
2. The CONTRACTOR'S secondary responsibility is:
- a. Acceptance, processing, reduction and loading of Eligible Debris received from various contractor or municipality haulers:
This shall mean providing all DMS services to any other County, Municipality or authorized agent approved by the CITY to use these services and/or facilities.
 - b. Acceptance and disposal of ash residue from haulers other than City -contracted haulers is **not** permitted:
This shall mean that ash produced from sources other than the City-approved DMS will not be accepted at the DMS for final disposal.

C. Technical Assistance

- 1. The CONTRACTOR'S primary responsibility is:
 - a. Assistance and guidance, as defined in Section VII., to CITY personnel in the completion of any and all forms necessary to apply for the reimbursement of expenses from state and federal agencies, including but not limited to FEMA.
This shall mean assisting the CITY in the timely preparation, completion and submittal of Preliminary Damage Assessment documentation, Project Worksheet(s), Scope of Work and Cost Estimates, preparation of claim documentation for reimbursement requests, documentation support and consultation and negotiation services.
 - b. Training for CITY personnel on disaster recovery processes and procedures.
This shall mean providing orientation and training sessions, as defined in Section VII.A.2., including but not limited to key city personnel and Business Unit representatives.

D. Additional Services

1. The CONTRACTOR shall perform the additional services, including but not limited to the services listed below, as defined in Section VII.B.5., upon issuance of a Task Order by the CITY, and the Scope of Work shall be executed by the CONTRACTOR according to the approved terms:
 - a. Private Property Demolition and Debris Removal
 - b. Marine Debris Removal
 - c. Hazardous and/or Toxic Waste Disposal
 - d. Dead Animal Carcasses
 - e. Fallen Trees
 - f. Hazardous Stumps
 - g. Fill Dirt
 - h. Sand Screening
 - i. Freon Removal
2. The CONTRACTOR shall offer the following additional services to the CITY at no additional cost, as defined in Section VII.B.6.:
 - a. Training and Assistance
 - b. Preliminary Ground level Damage Assessment
 - c. Preliminary Aerial level Damage Assessment
 - d. Mobilization and Demobilization
 - e. Mobile Command Unit
 - f. Temporary Storage of Documents
 - g. Debris Planning Efforts
 - h. Closure and Remediation of DMS
 - i. Reporting and Documentation

E. CONTRACTOR'S Guaranteed Response Time

1. A knowledgeable and responsible representative for the CONTRACTOR shall be physically on site and ready to report to the Contract Administrator (CA), as defined in Section I.D., or authorized designee within twenty-four (24) hours after receiving a written NTP from the CITY.
2. The CONTRACTOR shall have available for CITY use (In Compliance with Section VII.B.6.c) a helicopter with pilot within two (2) hours of notification that a disaster may have occurred in the CITY. CONTRACTOR shall be responsible for meeting this time table whether or not a NTP has been issued.
3. The CONTRACTOR'S representative shall have the authority to implement all those actions required to begin the execution of the NTP, including but not limited to the following:
 - a. The CONTRACTOR, within three (3) days of receipt of the NTP, shall provide in writing to the CITY multiple, estimated Minimum Level of Service Commitments and/or Plan(s) of Action that shall be included as Exhibit A, attached hereto and incorporated herein.
 - b. The estimated commitments and action plans shall include but are not limited to the following:
 - Mobilization schedules
 - Eligible Debris estimates
 - Number of calendar days allowable for completion of services
 - Resource, equipment and personnel designations and requirements
 - Operational plans for debris removal in the designated Work Zones

- DMS Layout(s) and Operational plans
 - Method used to record Eligible Debris tonnages/cubic yards
 - Minimum processing/reduction rates at the DMS
- c. The multiple commitments shall be commensurate with the required minimum level of service for the varying degrees of severity of the disaster event.
 - d. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the CITY, and the decision shall be based on the actual severity and impact of the disaster event.
4. Once level of service commitments and action plans are approved, the CITY shall issue to the CONTRACTOR a written Task Order to designate specific scope(s) of work, work locations and maximum allowable time period for completion of designated work.

F. Debris Classifications

1. Eligible Debris: Debris that is produced or generated by declared, natural or manmade disasters, is placed at streetside by residents and/or commercial establishments or cleared from rights-of-way located within the City of Pompano Beach and falls under six (6) possible classifications: 1) woody vegetative and yard debris, 2) C & D, 3) white goods, 4) recyclables, 5) hazardous and/or toxic waste, and 6) any other disaster-generated debris, such as bulky household waste/garbage, that FEMA deems is Eligible Debris. These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris, may be recyclable also.
 - a. Woody Vegetative and Yard Debris: Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes and shrubs.
 - b. Construction and Demolition Debris (C & D): Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.
 - c. White Goods: Includes but is not limited to household appliances, such as ranges, washers, water heaters and other domestic or commercial-size appliances.
 - d. Bulky Household Waste/Garbage: Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.
 - e. Recyclables: Includes but is not limited to materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil and tires. These materials shall be transported to a recycling facility, a broker or an end user.
 - f. Hazardous and/or Toxic Waste: Includes but is not limited to debris, such as petroleum products, paint products, gas containers, electrical transformers and known or suspected hazardous materials, such as asbestos, lead-based paint, or other chemicals or toxic matter.
2. Ash: Ash is the residue produced by incineration of the burnable, Eligible Debris.
3. Ineligible Debris. Debris-not generated by the declared, natural or manmade disaster and thus, outside the scope of this Contract.

G. Conduct of Operations

1. The CONTRACTOR shall provide all labor, personnel, tools, equipment, transportation, supervision and all other services and/or facilities (including temporary power generation, communication equipment and base camps/housing for CONTRACTOR'S staff) necessary to accomplish the Statement of Work and Scope(s) of Service as described herein.
2. The CONTRACTOR shall provide Disaster Debris Recovery Services in a good, workmanlike manner demonstrating the level of expertise of the profession.
3. The CONTRACTOR shall comply with all federal, state and local safety and health requirements.
4. The CONTRACTOR shall guarantee that the CONTRACTOR and/or subcontractors contracted to perform Disaster Recovery Services are not currently on (or pending investigation) the FEMA List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
5. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and CITY governments or agencies, or of any public utilities.
6. The CONTRACTOR'S employees or subcontractors shall not exhibit any pattern of repeated discourteous behavior or behavior that is or could be interpreted as sexual harassment, or harassment of any kind to the public, city staff or other contractors.
7. The CONTRACTOR shall conduct operations in such a manner as to minimize damage to existing City and private property and improvements and to the public and private infrastructure.
8. The CONTRACTOR shall be responsible for property damage and personal injury to the extent caused by its negligent acts or omissions or willful misconduct, during the course of performance under this Contract. Such damage or injury must be properly substantiated, documented and reported to the CA or an authorized designee.
9. The CONTRACTOR shall not make any attempt to charge any resident, business or institution for work performed under this Contract nor shall the CONTRACTOR or anyone employed or subcontracted by the CONTRACTOR accept any additional monies from any resident, business or institution for work performed under this Contract.
10. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Work Zone during the period of this Contract.
11. Under no circumstances shall the CONTRACTOR mix Eligible Debris hauled for the CITY under this Contract with Eligible Debris hauled for other Counties or Municipalities.

H. Work Hours

1. The CONTRACTOR shall conduct those debris removal and reduction operations generating noise levels above that normally associated with routine traffic flow from dawn until dusk, unless otherwise directed by the CA.
2. Work may be performed seven (7) days per week, including holidays and as approved by CITY.
3. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the CITY and the CONTRACTOR.

V. DISASTER DEBRIS REMOVAL, HAULING, DISPOSAL AND RECYCLING

A. Scope of Service

1. The CONTRACTOR shall assist the CA, or authorized designee, in determining Work Zones within the City of Pompano Beach in order to facilitate crew tasking and to provide coordination with the CITY Work Zone Supervisor, as defined in Section I.BB., property owners and the public relative to the timing of passes.
2. The CONTRACTOR shall provide debris removal services from the Work Zone(s) designated on Exhibit B, to be created within seven calendar days of execution of the contract, attached hereto and incorporated herein, which shows the Work Zone List, including Descriptions and Maps.
3. The CONTRACTOR, with approval from the CA, shall establish and schedule collection routes and shall be responsible for coordinating deliveries with the designated DMS staff, disposal facilities staff and recycling facilities staff.
4. The CONTRACTOR shall collect the Eligible Debris from public and/or private ROW within the City of Pompano Beach and transport it to the DMS approved by the CA.
5. The collection, hauling or disposal of Ineligible Debris, as defined in Section IV.F.3. is not within the scope of this Contract.
6. If, however, the Ineligible Debris poses a threat to the health, welfare or safety of the community-at-large, the CITY may direct the CONTRACTOR, in writing, to handle, haul or dispose of Ineligible Debris. The CITY shall authorize such services and pay the CONTRACTOR for these services performed.
7. The CONTRACTOR is responsible for hauling the Eligible Debris from the DMS to a previously approved landfill that is permitted to accept non-recyclable debris. Recyclable materials shall be hauled to an approved recycling facility, broker or end user for further processing and/or marketing.
8. The CONTRACTOR shall make at least two (2) passes, as defined by Section V.F., through the designated Work Zones, or more, as required by the CA.
9. The CONTRACTOR shall not move from one designated Work Zone to another Work Zone without prior approval from the CA.
10. Separation or segregation of Eligible Debris at street level shall be performed by the CONTRACTOR as directed by the CA. Debris at the DMS shall be grouped into six (6) categories, as noted in Section IV.A.b. All materials in these categories shall be collected, including hazardous and toxic waste.
11. The CONTRACTOR shall keep Eligible Debris sorted at street level and shall haul segregated debris so debris categories are not combined or mixed together while being transported.
12. All work performed by the CONTRACTOR shall be done in conformity with all applicable federal, state and local requirements, regulations, and ordinances governing personnel, equipment and work place safety.
13. The CONTRACTOR shall operate in accordance with all Florida Department of Transportation standards including all pertinent traffic control techniques and procedures, as well as transportation of debris over roadways.
14. The CONTRACTOR shall be responsible for the control of pedestrian and vehicular traffic in the Work Zone. The CONTRACTOR'S traffic control personnel and equipment shall be in addition to the personnel and equipment necessary to perform all other work described in this Scope of Service.

15. The CONTRACTOR shall operate all trucks, trailers and all other equipment in compliance with all applicable federal, state and local rules and regulations.
16. All trucks/equipment shall be permanently numbered and shall be inspected by the CA, or an authorized designee, prior to their use by the CONTRACTOR. All equipment shall be in good working condition. The CITY reserves the right to deny the use of equipment not deemed to be in good working order.
17. The CONTRACTOR shall provide a serialized, four-part or electronic Load Ticket, as defined in Section V.I. The Load Ticket shall be initiated at the loading site in the Work Zone by the CITY'S Work Zone Monitor, as defined in Section I.AA. The final disposition Load Ticket shall be initiated at the DMS by the CITY'S DMS Tower Inspector, as defined in Section I.U.
18. The equipment staging area(s) for the CONTRACTOR'S use shall be established in cooperation with the CA, and it is the CONTRACTOR'S responsibility at the equipment staging area(s) to monitor fueling and equipment repairs to prevent and mitigate spills, including but not limited to, petroleum products, hydraulic fluids and synthetic oils or lubricants. No major equipment repairs are to be performed at the staging area.
19. The CONTRACTOR shall also set up plastic liners, when necessary, under stationary equipment such as generators and mobile lighting equipment. If a spill occurs, it shall be the responsibility of the CONTRACTOR to notify the CA and to clean up the spill immediately at the CONTRACTOR'S own cost.
20. The CONTRACTOR shall provide the CA with daily reports and electronic spreadsheets that disclose the cubic yards/tonnage removed from the assigned Work Zone for the current day, as well as cumulative totals and other reports or information the CITY deems necessary, including reports described in Section IV.A.e., to detail the progress of debris removal, disposal and recycling.
21. The CONTRACTOR'S supervisory personnel shall communicate with the CA daily to determine progress of debris removal work, including but not limited to the locations of CONTRACTOR crews, status of clean up efforts in assigned Work Zones and any property damages arising out of or relating to the work performed by the CONTRACTOR.
22. The CONTRACTOR shall comply with all applicable FEMA guidelines when performing disaster debris recovery services.
23. The CITY reserves the right to inspect the Work Zone(s), verify quantities of debris and review operations and equipment at any time.
24. The CITY may initiate additions, deletions or other modifications to the Scope of Service by written change order.

B. Performance Schedule

1. The CONTRACTOR shall commence mobilization under this Contract only upon receiving a written NTP from the CITY.
2. In conjunction with the NTP, the CITY shall issue a written Task Order which shall designate the Work Zone and the maximum allowable time to complete the scope(s) of service, as mutually agreed by the CITY and the CONTRACTOR.
3. Upon receipt of the Task Order, the CONTRACTOR shall begin debris removal operations within the authorized Work Zones in accordance with the approved action plans.
4. The CONTRACTOR shall submit daily progress reports the CA, indicating the status of current operations, projection reports for Eligible Debris removal within the

designated Work Zone and any other reports that may be required by the CA as defined in Section VII.C.

C. Certification of Load Carrying Capacity

1. Prior to commencing debris removal operations, the CONTRACTOR shall present to the CA, or authorized representative, all trucks, trailers and other equipment that will be used for transporting debris for the purposes of determining hauling capacity in cubic yards.
 - a. The measured volume of each piece of equipment shall be calculated from the actual physical, inside measurement performed by the CONTRACTOR and an authorized representative of the CITY. Maximum volumes may be rounded up to the nearest cubic yard, if the incremental measurement is 0.5 cubic yards or more. If less than 0.5 cubic yards, the maximum volume will be rounded down to the nearest cubic yard.
 - b. Truck measurements and volume capacity, including any volume adjustments, deductions or comments, shall be dated and recorded on the Truck and Trailer Volume Measurement form(s).
 - c. The CONTRACTOR and CITY representative shall sign and date the Truck and Trailer Measurement form certifying the actual physical, inside dimension measurement and volume capacity of each piece of equipment presented.
 - d. The purpose of this measurement shall be for daily production reporting purposes, when actual weight measurements are not possible.
2. The CONTRACTOR shall submit to the CITY within 30 days of execution of the NTP, a Vehicle and Equipment List, which will be attached hereto and incorporated herein as Exhibit C, that indicates the name of the CONTRACTOR, the name of the subcontractor, if any, type of vehicle and/or equipment, make and model, license plate number, CONTRACTOR'S assigned vehicle/ equipment number, tare weights, measured maximum volume in cubic yards and any other information required by the CA for the purpose of monitoring and inspecting performance.
3. The name of the CONTRACTOR, the hauling capacity, in cubic yards, as well as the assigned identification number, shall be recorded and marked on each vehicle and/or trailer with permanent markings. In addition, each CONTRACTOR truck shall prominently display a sign stating that it is a "City of Pompano Beach Storm Debris Removal" vehicle.

D. Equipment

1. All loading equipment shall be operated from the ROW using buckets, boom and grapple devices and/or hydraulic or mechanical lift systems to collect and load debris. The CONTRACTOR, without exception, shall not be permitted to hand load trucks/trailers unless prior, written authorization is given by the CITY. No equipment shall be allowed behind the curb or outside of the defined roadway/shoulder unless directed by the CITY.
2. The CONTRACTOR is responsible for determining and complying with applicable requirements for securing loads while in transit. At a minimum, the CONTRACTOR shall assure that all loads are transported without threat of harm to the general public, private property and/or public infrastructure.
3. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be measured and marked for its load capacity, and be equipped with a tarp or load cover and a solid tailgate that will effectively contain

the debris during transport and permit the truck to be filled to capacity (which means the tailgate must be the same height as the sideboards on the truck).

4. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The CA or authorized representative must approve all requests for extensions to the bed, and any such extensions shall not be removed without prior CITY approval.
5. Any adjustments made to the truck configuration, after the truck has been measured and the cubic yard capacity has been recorded, must be reported to the CA immediately. With CITY approval, the truck shall be re-measured, another Truck and Trailer Volume Measurement form must be dated and completed, the truck signage must be changed and field personnel must be notified of the change to the cubic yard capacity.
6. Equipment used under this Contract shall be rubber-tired and sized properly to fit loading conditions. Excessive sized equipment (60 cu.yds. or larger) and non-rubber-tired equipment must be approved by the CA.
7. Trucks/equipment shall be inspected and approved by CA or authorized representative prior to its use by the CONTRACTOR.
8. Trucks or equipment that is designated for use under this Contract shall not be used for any other work during the working hours of this Contract.
9. In anticipation of certain "hot spots," as defined in Section I.I. and the need to quickly respond to certain calls or areas, the CONTRACTOR shall make two "Helping Truck" crews available each day. These trucks can be quickly dispatched to accommodate residents in immediate need. In addition, these trucks will provide a visible form of "advertising" in neighborhoods showing residents that the debris removal process is progressing and their needs are being met.

E. Ownership and Disposal of Debris

1. Upon collection from public and/or private ROW all debris, including the ash residue from the DMS, shall become the property of the CONTRACTOR.
2. The CONTRACTOR shall be responsible for either the lawful disposal or recycling of all debris collected and/or transported, including hazardous and toxic waste.
3. The CONTRACTOR shall use only City-approved disposal sites or recycling facilities unless prior written consent is obtained from the CITY.
4. Any revenue earned for recyclable materials recovered from the Eligible Debris shall be credited to the CITY to be applied against invoices received from the CONTRACTOR.

F. Scheduled Passes

1. The number and schedule of passes, as defined in Section I.O., shall be coordinated by the CA with sufficient time between each subsequent pass to accommodate reasonable preparation time needed by residents and/or City agencies.
2. The CONTRACTOR, as directed by the CA, shall make multiple, scheduled passes of each Work Zone impacted by the disaster, commensurate with the magnitude of the natural or manmade disaster.
3. The CONTRACTOR shall assign work crews and equipment so that the debris removal process will progress in a systematic and predictable manner.
4. At all times, the CONTRACTOR shall know the names and current location of all subcontractors and the location of all equipment under their direct supervision.

5. Residents may be advised of the number and schedule of passes through Public Service Announcements (PSA) initiated by the CITY, and the PSA shall advise residents to separate and place all Eligible Debris at the curbside of the ROW.

G. Traffic Control

1. The CONTRACTOR shall mitigate impact on local traffic whenever possible.
2. The CONTRACTOR shall be responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices.
3. The CONTRACTOR shall provide all flag persons, proper signs, equipment, safety vests and other necessary devices and shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all Work Zones. At a minimum, one flag person shall be posted at each end of each active loading site within the designated Work Zone.

H. Use of Debris Management Site(s)

1. The CONTRACTOR shall use only DMS sites pre-designated by CITY and CONTRACTOR unless otherwise approved by the CA.
2. The DMS Supervisor, as defined in Section I.V., shall direct all dumping and loading operations effectively and efficiently so that the debris removal and disposal process will progress in a systematic and predictable manner.
3. The CONTRACTOR shall be responsible for hauling all Eligible Debris, including but not limited to recyclables, reduced debris, ash residue from the DMS incinerators and any other disaster-generated debris located at the drop-off sites that may be established for the residents by the CITY.
4. The DMS operators shall be responsible for loading all vehicles at the DMS for final disposition of debris, and the CONTRACTOR shall provide vehicles as needed under the direction of the DMS Supervisor to ensure there is no significant accumulation of debris at the DMS.
5. The CITY makes no representations regarding the turn-around time at the DMS; however, the CONTRACTOR shall inform the CA if any problem arises regarding inability of trucks/vehicles to load and/or unload in a timely manner.

I. Load Tickets

1. Serialized, four-part Load Tickets or electronic version, shown within Exhibit A, attached hereto and incorporated herein, shall be used for recording cubic yards/tons of Eligible Debris removed from Work Zones and for recording cubic yards/tons of debris removed from the DMS for final disposition at an approved landfill or recycling facility.
2. All tickets shall be distributed in numerical order and the numbering system shall be unique to the City of Pompano Beach. Numbers shall be recorded on a Load Ticket Log, attached hereto and incorporated herein within Exhibit A, by the CA or authorized designee. No Load Tickets shall be unaccounted for. If a Load Ticket is voided for any reason, at least one copy of the ticket must be retained by both the CONTRACTOR and the CITY for accounting purposes.
3. Each Load Ticket shall contain the following information:
 - Preprinted ticket number
 - Assigned vehicle/equipment number
 - VIN number (if, requested)
 - Vehicle/equipment driver's name
 - Contract number

- CONTRACTOR name
 - Date
 - Loading time
 - Dumping time
 - Maximum capacity in cubic yards
 - Load size, either in tons or cubic yards
 - Debris classification
 - Assigned Work Zone
 - Dumpsite location (DMS/final disposition site)
 - Work zone monitor's signature
 - Dumping site supervisor's signature (DMS/final disposition site)
4. The Load Tickets for debris hauling shall be completed upon arrival at the DMS and a new ticket initiated upon the departure of debris hauling trucks at the inspection tower(s) located at the entry/exit point for each DMS, to be completed at the final disposition site.
 5. Initial Load Ticket. The original Load Ticket shall be initiated by the Work Zone Monitor and used to record CONTRACTOR'S load information of Eligible Debris hauled to the DMS for storage and reduction.
 - a. The Work Zone Monitor, or an authorized CITY representative, shall prepare the initial Load Ticket at the designated Work Zone(s), providing all pertinent information, including departure time, and sign the Load Ticket indicating that all info contained on the form is correct.
 - b. The Work Zone Monitor shall give all copies of the initial Load Ticket to the CONTRACTOR'S hauler/driver prior to departure from the Work Zone.
 - c. Upon arrival at the DMS:
 - i. The CONTRACTOR'S hauler/driver shall give all copies of the initial Load Ticket to the CITY DMS Tower Inspector, as defined in Section I.U.
 - ii. The DMS Tower Inspector, or an authorized CITY representative, shall visually inspect each load hauled to the DMS to verify that the contents are in accordance with the definition of Eligible Debris.
 - iii. The DMS Tower Inspector shall note on the Load Ticket the arrival time of the CONTRACTOR'S truck/trailer.
 - iv. The DMS Tower Inspector and an authorized CONTRACTOR representative shall visually verify the load volume (in cubic yards) or weight (in tons, when a scale is available) recorded on the Load Ticket and any other information, including but not limited to the truck number, truck capacity and Work Zone location, as directed by the CITY.
 - v. The DMS Tower Inspector and the CONTRACTOR'S representative shall sign and date the Load Ticket to indicate acceptance of the load and the information recorded on it.
 - vi. The DMS Tower Inspector shall retain one copy of the Load Ticket for the CITY'S records, give one copy to the hauler/driver and give the remaining copies to the CONTRACTOR'S representative for the CONTRACTOR'S records.
 6. Final Disposition Load Ticket. The DMS Tower Inspector shall issue a new Load Ticket for the final disposition of Eligible Debris or recyclables for loads that originate at the DMS.

- a. The DMS Tower Inspector, or authorized representative, shall initiate a Load Ticket for final disposition of disaster debris, residue or recyclables at the DMS.
 - b. The DMS Tower Inspector and the CONTRACTOR'S representative shall sign the Load Ticket indicating that all information provided is accurate.
 - c. The DMS Tower Inspector shall retain one copy of the Load Ticket for the CITY'S records. One copy shall be provided to the CONTRACTOR'S representative in the tower and two copies shall be given to the hauler prior to departure from the DMS.
7. Upon arrival at the Final Disposition Site or recycling facility, the CONTRACTOR'S hauler shall give the two copies to the Disposal/Recycling Site Supervisor.
 - a. The Disposal/Recycling Site Supervisor shall visually validate the load volume/weight and note the dump time on the final disposition Load Ticket, retain one copy of the Load Ticket and give the remaining copy to the CONTRACTOR'S hauler.
 - b. The CONTRACTOR shall submit one copy of the Load Ticket and corresponding Disposal/Recycling Site scale ticket to the CITY with the daily disposal report and retain one copy for the CONTRACTOR'S files.
 - c. In addition to the above, when recyclable, Eligible Debris is taken to a recycling facility, broker or end-user, the CONTRACTOR shall include the name and address of the recycling facility, broker or end-user, the amount and type of recyclable materials delivered and the final use or product produced from the recyclable material, if known, in the daily report to the CITY.
 8. The CONTRACTOR shall summarize the information from the Load Tickets of the previous day and submit an electronic Load Ticket Spreadsheet, attached hereto and incorporated herein within Exhibit A, to the CITY on daily basis.

J. Measurement

1. Eligible Debris collected and hauled by the CONTRACTOR shall be measured by the cubic yard as predetermined through truck bed measurement, or by the ton as weighed (if a scale is available) when entering the DMS or final disposition site(s).
2. The CITY DMS Tower Inspector, or an authorized representative, shall inspect each load hauled by the CONTRACTOR to verify the load size (whether cubic yards or tons) recorded on the Load Ticket.
3. If the DMS Tower Inspector determines by visual inspection that the load volume (measured in cubic yards), is different than that recorded on the Load Ticket, the load volume shall be adjusted at the DMS by the DMS Tower Inspector and shall be recorded on the Load Ticket as the official documentation for the load size. Load Tickets validated by the DMS Tower Inspector shall document the measurement.
4. If the CITY DMS Tower Inspector and the CONTRACTOR representative disagree on the cubic yard volume of the truck load of Eligible Debris, the DMS Tower Inspector shall take photos of the load, document that the Load Ticket is incomplete and notify the CA that a final determination of the load size in cubic yards is needed. The CA shall review the photos taken and make the final determination of the load size in cubic yards.

VI. DEBRIS MANAGEMENT SITE(S) MANAGEMENT AND OPERATIONS

A. Scope of Service

1. The CONTRACTOR shall assist the CA, or authorized designee, in determining the selection of DMS within the City of Pompano Beach and shall provide DMS management and operational services at the approved DMS. The DMS List, Descriptions and Maps will be completed within thirty (30) days of execution of this contract, designated as Exhibit D, attached hereto and incorporated herein.
2. Upon approval of DMS selections by the CA, the CONTRACTOR shall submit a Site Layout Plan and Operations Plan to the CA for review.
3. At a minimum, the Site Layout Plan and Operations Plan shall address the following:
 - a. A list of DMS, including the site location, physical description of site, acreage available for use and a site map
 - b. Site management, including but not limited to point-of-contact and organizational chart
 - c. Accessibility to site
 - d. Traffic control procedures and on-site traffic patterns to avoid delays in moving debris
 - e. Measures taken to prevent any significant accumulation of debris at DMS. (Debris shall be constantly flowing to incinerators, grinders, and/or chippers, and the residue and materials that are not recyclable shall be hauled to the landfill and recyclables shall be hauled to recycling facilities, brokers or end-users.)
 - f. Site safety
 - g. hazardous and toxic waste materials plan
 - h. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic routes, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as appropriate
 - i. Remediation and restoration
4. The CITY may request that additional DMS be opened, if the need arises, and the CONTRACTOR shall have three (3) days following notification of new DMS to prepare a Site Operations Plan.
5. The CONTRACTOR shall provide all management, supervision, labor, machines, vehicles, tools and equipment necessary to accept, process, reduce and incinerate Eligible Debris and to load CONTRACTOR vehicles hauling debris to the Final Disposition Site or recyclables to the Recycling Facility.
6. The CONTRACTOR shall provide all other services and/or facilities of any nature necessary (including temporary power generation and base camps/housing for CONTRACTOR'S staff) to accomplish the Statement of Work and Scope of Service as described herein.
7. The CONTRACTOR shall manage and supervise the DMS to accept Eligible Debris collected under this Contract and other contracts or agreements approved by the CITY.
8. The CONTRACTOR shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, security and safety measures.
9. The CONTRACTOR shall set up plastic liners under stationary equipment such as generators and mobile lighting plants unless otherwise directed by the CA.
10. The CONTRACTOR shall direct traffic entering and leaving the DMS and shall supervise all dumping and loading operations at the DMS.

11. The CONTRACTOR shall be responsible for the sorting, separating and stockpiling of Eligible Debris at the DMS and shall ensure that the Eligible Debris remains segregated at the DMS.
12. DMS Supervisor shall ensure that all Eligible Debris is deposited in areas designated for that type of debris and, if needed, shall determine the appropriate dumpsite for any mixed loads of debris.
13. The CONTRACTOR shall be responsible for erecting an inspection tower at each DMS for the purpose of allowing CITY personnel to visually inspect and properly document loads arriving at the DMS. The tower shall accommodate four (4) employees, be constructed of materials acceptable to CITY, have a roof to facilitate the observation and quantification of debris hauled to the DMS (even in inclement weather conditions) and be constructed so that the safety of employees is guaranteed.
14. After obtaining prior approval from the CITY, the CONTRACTOR shall utilize tub grinders, chippers, shredders, air curtain incinerators and any other equipment necessary to reduce the volume of Eligible Debris.
15. Before white goods received at the DMS that contain Freon are hauled to the Final Disposition Site, the CONTRACTOR shall remove and dispose/recycle all the Freon in accordance with applicable regulatory requirements. The CONTRACTOR shall be responsible for and shall provide all manpower and equipment necessary to load CONTRACTOR'S vehicles at the DMS for final disposition of reduced debris and/or recyclable materials.
16. The CONTRACTOR shall establish lined temporary storage areas for ash, any hazardous and toxic waste, fuels and other materials that may contaminate soils, runoff or groundwater at the DMS.
17. The CONTRACTOR shall be responsible for the removal of hazardous and toxic waste from the DMS, including loading of hazardous and toxic waste at the site and properly disposing of the hazardous and toxic waste.
18. Upon completion of the debris reduction process, the CONTRACTOR shall clear the DMS of all debris, including hazardous and toxic waste, and restore the site to its previous condition and use to the satisfaction of the CA. Restoration will take place within thirty (30) days after the conclusion of the CONTRACTOR'S activities.
19. The CONTRACTOR shall comply with local, state and federal safety and health requirements.

B. Performance Schedule

1. The CONTRACTOR shall commence work under this Contract only upon receiving a written NTP from the CITY and shall continue until the CITY determines the work is complete.
2. In conjunction with the NTP, the CITY shall issue a written Task Order which shall designate the DMS and the maximum allowable time to complete the scope of service, as mutually agreed by the CITY and the CONTRACTOR upon the assessment of the amount of debris produced.
3. The CONTRACTOR is required to process and reduce Eligible Debris at a specified hourly processing rate. The required minimum reduction/disposal rate shall be achieved no later than the third calendar day after receipt of a written Task Order. This minimum production rate shall be increased in the event the CITY exercises the option for additional reduction capacity, either by supplying additional equipment or opening another DMS. This rate shall be determined, in part, by the severity of the

disaster and the amount of debris produced and shall be equitably negotiated by the CITY and the CONTRACTOR.

4. All site remediation work, including site restoration prior to close-out, shall be completed within thirty (30) calendar days after receiving written notice from the CA that the last load of debris has been delivered, unless the CITY initiates additions or deletions to the Contract by written change order(s). Subsequent changes in completion time shall be equitably negotiated by both parties pursuant to applicable state and federal law.

C. DMS Considerations

1. The CONTRACTOR shall perform all testing of soil and groundwater at the site(s) pre-selected for use as DMS at the time when site preparation begins. The test results shall serve as a baseline for soil and groundwater conditions at the DMS. Certified copies of the test results shall be provided to the CA before site operations begin.
2. The CONTRACTOR shall also conduct continuous groundwater sampling once operations commence, including samples taken from hazardous and toxic waste, ash and fuel storage areas.
3. The CONTRACTOR shall perform soil and groundwater testing during the closure of the DMS which shall serve as a comparison to the baseline testing to determine whether soil or groundwater contamination has occurred.
4. The CONTRACTOR shall be responsible for preparing the DMS to accept the debris, including but not limited to:
 - a. Clearing, erosion control, grading, construction and maintenance of haul roads and entrances
 - b. Providing utility clearances and sanitation facilities, if needed
 - c. Protecting existing structures at the sites
 - d. Repairing any damage caused by DMS operations at no additional cost to the CITY
5. The CONTRACTOR shall be responsible for installing site security measures and maintaining security for site operations at the DMS.
6. The CONTRACTOR shall manage the site to minimize the risk of fire, including but not limited to locating fire extinguishers throughout each DMS as required by OSHA regulations and employing personnel trained in incipient fire suppression operations and safety procedures, such as operation of fire extinguishers and water trucks.
7. The CONTRACTOR shall be responsible for the storage, removal and containment of ash from all burning operations. At the end of each burning cycle, the ash residue from the air curtain incinerator shall be removed from the burning area and placed in a pre-identified ash disposal area. The containment area shall be "wetted down" periodically to prevent particles from becoming airborne.
8. The CONTRACTOR shall erect an inspection tower with a roof to facilitate observation and quantification of debris hauled to DMS. Tower construction method and material shall be approved by CITY prior to construction.
9. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the DMS.
10. The CONTRACTOR shall provide all flag persons, proper signs, equipment and other devices necessary to meet federal, state and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this Contract. At a minimum, one flag person shall be

posted at each entrance to direct traffic to the site unless otherwise approved by CITY.

D. DMS Closure Requirements

1. The CONTRACTOR shall be responsible for the closure of the DMS within thirty (30) calendar days of receiving the last load of disaster-generated debris.
2. The site closure shall include removal of equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), final groundwater and soil testing, grading the site and restoring the site to pre-work conditions.
3. The site shall be restored in accordance with all federal, state and local requirements.
4. The CONTRACTOR shall receive approval from the CA as to the final acceptance of a site closure.

E. Equipment

1. The CONTRACTOR shall provide all equipment necessary to prepare the site, accept Eligible Debris, stockpile the debris, feed the chippers, grinders and air curtain incinerator(s), remove ash from the incinerator(s), load all ash residue for disposal load all DMS debris and any other necessary equipment for final disposition.
2. Prior to the commencement of Eligible Debris storage and reduction operations at the DMS, the CONTRACTOR shall submit to the CITY a Vehicle and Equipment List, attached hereto and incorporated herein as Exhibit C, that indicates the name of the CONTRACTOR, the name of the subcontractor, if any, type of vehicle and/or equipment to be used for debris handling, sorting, processing, incinerating and loading, including manufacturer's name, model and horsepower (including all air curtain incinerators), license plate number and any other information required by the CA for the purpose of monitoring and inspecting performance.
3. All equipment must be in compliance with applicable federal, state and local rules and regulations.
4. All equipment and operator qualifications shall meet the requirements of federal, state and local safety and health requirements.
5. Equipment which is designated for use under this Contract shall not be used for any other work during the working hours of this Contract.
6. Reduction of Eligible Debris may be accomplished by chipping and grinding, provided the processing rate defined in Section VI.B.2. can be maintained. (Section VI.F. specifies requirements for chipping and grinding procedures.)
7. If approved by the CITY, the reduction of burnable Eligible Debris shall be accomplished by portable air curtain incinerators, pursuant to Section VI.F incinerators herein.

F. Chipping and Grinding

1. The CONTRACTOR shall use chipping/grinding as a method of woody debris reduction. Because the volume reduction achieved by chipping/grinding may not be as great as the volume reduction achieved by incineration, incineration is the preferred method for debris reduction.
2. The average chip size produced shall be dependent on the needs of the end user, but typically should not exceed 4 inches in length and ½ inch in diameter.
3. Contaminants are all materials other than wood products. Contaminants must be held to 10% or less for the chips or mulch to be acceptable. Plastics shall be eliminated completely. To help eliminate contaminants, root rake loaders should be

used to feed or crowd material to the chipper/grinder. Bucket loaders are not to be used. The use of manual laborers shall be utilized to pull out contaminants prior to feeding the chipper/grinders. Shaker screens shall be used when processing stumps with root balls or when large amounts of soil are present in the vegetative, woody debris.

4. Chips/mulch should be stored in piles no higher than 15 feet and shall meet all federal, state and local laws.

G. Portable Air Curtain Incinerators

1. There shall be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles and a minimum distance of 1,000 feet between the portable incinerator and the nearest building.
2. The CONTRACTOR must ensure that the public and workers are kept a safe distance from the incinerator.
3. The burn shall be extinguished at least two (2) hours before removal of the ash.
4. No hazardous or contained-ignitable material is to be dumped into the incinerator.
5. The CONTRACTOR shall ensure that the public and employees are protected from the burn operation by the use of signs, fences and other protective measures.
6. Emissions shall meet state and federal standards for burning operations.
7. The CONTRACTOR shall be responsible for dust control while handling ash materials.
8. Water trucks shall be provided by the CONTRACTOR and stationed at each DMS and shall be used to reduce the threat of fire from all types of debris, to dampen areas, including temporary roadways, to suppress dust from vehicles/equipment entering and leaving the DMS and to aid in suppressing fires.

H. Hazardous And/Or Toxic Waste (hazardous and toxic waste) Issues

1. The CONTRACTOR shall be required to construct a containment area at the DMS for hazardous and toxic waste that has been received at the DMS. This containment area shall consist of an earthen berm with a non-permeable soil liner. The hazardous and toxic waste containment area must be covered at all times with a non-permeable cover.
2. The CONTRACTOR shall immediately report the presence of any hazardous and toxic waste at the DMS to the CA, or authorized designee. Hazardous and toxic waste shall be segregated from the remaining debris using a method that will allow the remaining non-hazardous and toxic waste debris to be processed. All hazardous and toxic waste debris shall be moved and placed in the designated hazardous and toxic waste containment area.
3. The CONTRACTOR shall abate all hazardous and toxic waste in accordance with all applicable federal, state and local laws, standards and regulations to include but not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199.
4. Hazardous and toxic waste abatement shall be accomplished in accordance with the CONTRACTOR'S *hazardous and toxic waste Debris Management Plan* and *Environmental Protection Plan*, which shall become part of this Contract. The plan includes but is not limited to:
 - a. Establishing and implementing proper handling procedures for hazardous and toxic waste, including household hazardous waste, which after a disaster may become concentrated and no longer be considered *de minimus*.

- b. Segregation and removal of hazardous and toxic waste from the debris stream prior to the recovery of other debris and sorting and additional recovery of hazardous and toxic waste within each DMS.
- 5. All recovered hazardous and toxic waste shall be removed to a proper disposal site or temporarily stored in the hazardous and toxic waste disposal areas constructed within each DMS.
- 6. Hazardous and toxic waste shall be collected and removed from the DMS by the CONTRACTOR'S Hazardous and/or Toxic Waste Recovery and Disposal personnel.

I. CONTRACTOR hazardous and toxic waste Spills

- 1. The CONTRACTOR shall be responsible for reporting hazardous and toxic waste spills to the CA and cleaning up all hazardous and toxic waste spills caused by the CONTRACTOR'S operations at no additional cost to the CITY.
- 2. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state and local laws and regulations.
- 3. Spills, at the DMS or off site, that meet the federal reporting requirements must be reported on the Standard Spill Report to the National Response Center (as defined in Section I.M.) and to the CA immediately following discovery.
- 4. A written follow-up report shall be submitted to the CA not later than seven (7) days after the initial oral report. The written spill report shall be in narrative form and at a minimum shall include the following:
 - a. Description of material spilled (including identity, quantity, manifest number)
 - b. Determination as to whether or not the amount spilled is EPA/State reportable
 - c. Exact time and location of spill, including description of the area involved
 - d. When and to whom it was reported
 - e. Affected stream or waters
 - f. Cause of incident
 - g. Equipment and personnel involved
 - h. Injuries or property damage
 - i. Duration of discharge
 - j. Containment procedures initiated
 - k. Summary of all communications the CONTRACTOR has had with press, agencies, or Government officials other than CA
 - l. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue

J. Load Ticket

See Section V.I. herein.

K. Measurement

See Section V.J. herein.

VII. ADDITIONAL ASSISTANCE

A. Technical Disaster Recovery Assistance

- 1. Grant Administration
 - a. The CITY'S appointed Grant Coordinator (as defined in Section I.G.), or an authorized designee, shall manage and direct grant project application(s), documentation and the reimbursement/close-out process.

- b. The Grant Coordinator, or an authorized representative, shall be the contact person for the CONTRACTOR in matters regarding FEMA public assistant grants and shall act as liaison between FEMA and the CITY.
 - c. The Grant Coordinator, or an authorized representative, shall issue a written NTP to the CONTRACTOR for Technical Services to be provided during the term of this Contract. No level of technical assistance work shall commence until a written NTP is received by the CONTRACTOR from the Grant Coordinator.
2. FEMA Training Sessions
- a. The CONTRACTOR shall conduct annual orientation and training sessions for CITY key personnel in areas, including but not limited to, Request(s) for Public Assistance and preparation of grant project application(s), criteria for eligible work and eligible costs and FEMA requirements for quality and quantity of required documentation to support requests for reimbursement.
 - b. The CONTRACTOR shall conduct the training sessions for CITY personnel in all categories of emergency work (Categories A – G, as defined in FEMA 322), including but not limited to the following:
 - i. One day training session for specific administrative personnel
 - ii. One day training session for operational representatives
3. Preliminary Damage Assessment (PDA)
- a. Upon request from the CITY before a formal NTP is issued by the CITY to the CONTRACTOR, the CONTRACTOR shall provide a qualified, authorized representative to accompany the federal, state and/or local preliminary damage assessment team responsible for determining the impact and magnitude of the disaster event before federal assistance is requested.
 - b. The CONTRACTOR shall assist CITY personnel in identifying damaged facilities, quantifying types of damaged areas, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the estimated, physical and financial impact of the disaster.
4. The CONTRACTOR shall assist CITY personnel in developing a plan of action for the formulation of the Project Worksheet, developing and documenting a proper Scope of Work and estimating costs necessary to repair the damage and/or replace facilities for all categories of emergency work (Categories A – G, as defined in FEMA 322).
- a. The CONTRACTOR shall provide a qualified, authorized representative to accompany the federal, state and CITY inspection team(s) responsible for identifying the damaged site(s).
 - b. The CONTRACTOR shall assist CITY personnel in the identification of work eligible for disaster assistance by FEMA and the preparation of a quantitative estimate of the work necessary to complete repairs.
5. Documentation Support
- a. The CONTRACTOR shall assist CITY personnel in the preparation and completion of any and all forms and/or documentation necessary to support the reimbursement claims made to state or federal agencies, including but not limited to FEMA.
 - b. Documentation shall include but is not limited to Project Applications, Project Worksheets, Requests for Public Assistance and all other disaster-generated documentation needed for the payment of claims, such as records tracking

- administrative allowances, donated resources and labor timesheets and repair expenses.
- c. The CONTRACTOR shall assist CITY personnel in the review of documentation for accuracy, quality and completeness before submitting for payment of claims.
 - d. The CONTRACTOR shall assist CITY personnel in the preparation and submittal of any and all necessary cost substantiation requests, replies to any and all agency inquiries and/or appeals to any and all agency denials.
6. Consultation and Negotiation Services
- a. The CONTRACTOR shall provide guidance to CITY personnel on issues involving federal and state reimbursement of disaster-generated expenses.
 - b. The CONTRACTOR shall assist CITY personnel in negotiations with federal and state officials.
 - c. The CONTRACTOR shall assist CITY with the exploration of alternative funding options through other federal or state programs, including but not limited to the Environmental Protection Agency and the US Department of Agriculture.

B. Additional Services/Compensation

1. If, upon written agreement by the CITY and the CONTRACTOR, the CONTRACTOR shall perform additional services beyond the Scope(s) of Service in this Contract, and if such additional services are not required as a result of error, omission or negligence of the CONTRACTOR, then, in such an event, the CONTRACTOR shall be entitled to additional compensation.
2. The additional compensation shall be computed, using the attached Pricing Schedule(s), by the CONTRACTOR on a revised Minimum Level of Service Commitment(s) and/or Plan(s) of Action proposal(s) and submitted to the CA, or an authorized representative, for review and approval by the CITY. The cost and timeframe for the completion of services shall be agreed upon before commencement of any additional services by the CONTRACTOR. The Minimum Level of Service Commitment(s) and/or Plan(s) of Action shall be incorporated into this Contract by a written Amendment.
3. Upon acceptance of the Minimum Level of Service Commitment(s) and/or Plan(s) of Action, the CITY shall issue a Task Order to the CONTRACTOR, and the Scope of Work shall be performed by the CONTRACTOR according to the approved terms.
4. Any additional service or work performed before a written Amendment to this Contract shall not be compensated by the CITY.
5. Additional Services that may be requested by the CITY include but are not limited to the following:
 - a. Private Property Demolition and Debris Removal—The CONTRACTOR shall operate beyond the public ROW only as identified and directed by the CITY. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include but is not limited to the demolition of structures and the removal and relocation of the debris to the public ROW.
 - b. Marine Debris Removal—The CONTRACTOR shall clear canals and waterways of marine debris only as identified and directed by the CITY.
 - c. Hazardous and toxic waste Disposal—The CONTRACTOR shall collect, transport and dispose of hazardous and toxic waste in accordance with all applicable federal, state and local laws, standards and regulations as directed by the CITY. The coordination for hazardous and toxic waste removal and disposal

- at a lawfully permitted disposal facility shall be the responsibility of the CONTRACTOR.
- d. Dead Animal Carcasses—As identified and directed by the CITY, the CONTRACTOR shall collect and haul dead animal carcasses, including but not limited to dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the DMS and/or Final Disposition Site at an approved landfill.
 - e. Fallen Trees—Any Eligible Debris, such as fallen trees, which extends onto the ROW from private property, shall be cut by the CONTRACTOR at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed by the CONTRACTOR.
 - f. Hazardous Stumps—Any Eligible Debris, such as hazardous stumps, that poses a threat to life, public health and/or safety shall be identified by the CONTRACTOR and reported to the Work Zone Monitor. The CONTRACTOR shall remove all stumps that are determined to be hazardous to public access and as directed by the CITY. The CITY reserves the right to process stumps based on a per unit or on a yardage basis. Stumps converted to yardage will be based on FEMA May 15, 2007 publication DAP9523.11 stump conversion table and paid at the per yard regular vegetation rate. Stumps shall be hauled to the DMS where they shall be processed in accordance with all applicable Federal, State and local laws, standards and regulations
 - g. Fill Dirt—As identified and directed by the CITY, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.
 - h. Sand Screening—The CONTRACTOR shall screen all sand to remove Eligible Debris deposited as a result of a natural or manmade disaster. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach. Eligible Debris removed from the sand shall be collected, hauled and processed at the DMS.
 - i. White Goods—The CONTRACTOR shall recycle all eligible white goods as defined in Section IV.1.c. in accordance with all federal, state and local rules, regulations and laws. There is no additional payment for the handling of white goods. The cost is included in the cubic yard price for debris removal.
 - j. Freon Recovery. Any white goods that may contain Freon, such as refrigerators, freezers or air conditioners, shall have the Freon removed by the CONTRACTOR at the DMS or final disposition site in accordance with all federal, state and local rules, regulations and laws.
6. The CONTRACTOR shall offer the following additional services to the CITY at no cost:
- a. Assistance and Training—as defined in Section VII.A.
 - b. Preliminary Ground level Damage Assessment—Upon request from the CITY before a written Task Order is issued, the CONTRACTOR shall provide a qualified, authorized representative to accompany the federal, state and/or local Preliminary Damage Assessment team responsible for determining the ground level impact and magnitude of the disaster event before federal assistance is requested. In addition, the CONTRACTOR shall assist CITY personnel in

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identifying damaged locations and facilities, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the physical and financial impact of the disaster.

- c. Preliminary Aerial Damage Assessment – Upon request from CITY, and before a written task order is issued, the Contractor will provide a qualified, authorized representative, along with the pre-arranged use of a helicopter (including a pilot) for an aerial determination of the impact and magnitude of the disaster event before federal assistance is requested. This service shall also be available for the first thirty (30) days following an event, and shall be provided at no cost to the CITY. The CITY shall support FEMA reimbursement for the aircraft should funding for the service be available, but FEMA funds collected shall be payment in full with no payment due from the City for the service. In addition, the CONTRACTOR shall assist CITY personnel in identifying damaged locations and facilities, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the physical and financial impact of the disaster.
- d. Mobilization and Demobilization—All arrangements necessary to mobilize and demobilize the CONTRACTOR’S labor force and equipment needed to perform the Scope of Service contained herein shall be made by the CONTRACTOR.
- e. Mobile Command Unit—Use of the mobile command unit for CITY debris recovery management personnel to serve as a field operations command center.
- f. Temporary Storage of Documents—Storage of daily or disaster-related documents and reports for protection during the disaster event.
- g. Debris Planning Efforts—The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the CITY. These planning efforts shall include but not be limited to development of a debris management plan, identification of adequate debris management sites, estimation of debris quantities, and emergency action plans for debris clearance immediately following event.
- h. Closure and Remediation of the DMS—The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the DMS at an approved, final disposition site. Ash piles shall be tested using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of in a Class I landfill if contamination is not found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the CONTRACTOR shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The CONTRACTOR is responsible for the reclamation and remediation of the DMS site to its original state.
- i. Reporting—The CONTRACTOR shall provide and submit to the CITY all reports and documents as may be necessary to adequately document the Debris Recovery Services.

C. Reporting

1. Commencing with the issuance of a Task Order, the CONTRACTOR shall submit a daily report to the CA that fully and completely describes the CONTRACTOR’S operations conducted that day.
2. The daily report shall contain, at a minimum, the following information:

- a. Contractor's Name
 - b. Contract Number
 - c. Date of work performed
 - d. Subcontractor's Name(s)
 - e. Work Zone Crew (total number of personnel and vehicle/equipment in operation that day)
 - f. Employee daily time tickets, for hourly rates if needed
 - g. Location of Work Zone
 - h. Location of DMS
 - i. Daily and cumulative totals of debris collected
 - j. Daily and cumulative totals of debris processed, to include method(s) of processing, by debris category
 - k. Daily estimate of hazardous and toxic waste segregated, and cumulative amount of hazardous and toxic waste placed in the designated holding area
 - l. Copies of Load Tickets for day
 - m. Copies of Damage Reports and Resolutions
 - n. Any inspections conducted by federal, state or local government agencies
 - o. Any damages to private property caused by CONTRACTOR operations
 - p. Any problems encountered or anticipated
3. The CONTRACTOR shall submit daily projection reports, which shall outline an action plan indicating estimates of Eligible Debris collection/transportation and debris reduction with a one-, two- and seven-day forecast.
 4. At completion of work performed under this Contract, the CONTRACTOR shall prepare and submit a detailed description of all Eligible Debris collection and transportation activities conducted, including but not limited to, total volume/tonnage of debris collected and hauled; a detailed description of all debris reduction activities conducted, including but not limited to, total volume/tonnage of debris received and loaded for final disposition, by category; the total cost of the project; any lessons that may have been learned for improving operations in the future; and any other additional information or recommendations as may be necessary to adequately document the conduct of debris management operations.

VIII. INVOICING

- A. The CONTRACTOR shall invoice the CITY on a monthly basis commencing with the first day of the month following the first full month of service(s) for work satisfactorily completed.
- B. The invoice submitted by the CONTRACTOR to the CITY shall be an original invoice and not a faxed copy or carbon copy.
- C. The invoice shall be sent to:
 - City of Pompano Beach
 - Attention: Public Works Director
 - P.O. Drawer 1300
 - Pompano Beach, FL 33061
- D. The CONTRACTOR (on the first of each month) shall be entitled to invoice for 90% of the line items after work is completed on a monthly basis.
- E. The invoice shall be completed and signed by the CONTRACTOR.

- F. The invoice shall describe the work performed during the invoice period and be supported by such data as the CITY may reasonably require to include but not limited to the following:
 - 1. Each invoice shall contain verification of each cubic yardage/tonnage collected and hauled by the CONTRACTOR by attaching a copy of each Load Ticket.
 - 2. Each invoice shall also contain a summary sheet indicating, daily totals of verified load receipts and invoice amounts.
- G. The CITY may temporarily remove any disputed amount, by line item, from the invoice for review.
- H. The CONTRACTOR shall be notified of the disputed charge within ten (10) working days of the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.
- I. The CONTRACTOR shall provide clarification and a satisfactory explanation of charges to the CITY prior to payment of those charges.
- J. Payment for verified and authorized work completed shall be made to the CONTRACTOR within 45 days after the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.
- K. Upon receipt of the CONTRACTOR'S invoice and written approval of same by the CITY'S authorized representative, the CITY shall pay the CONTRACTOR through payment issued by the Clerk of the Court pursuant to the Florida Prompt Payment Act.
- L. The CONTRACTOR will be subject to audit by federal, state, and local agencies upon request by said parties.
- M. Payment to the CONTRACTOR for services outlined in this Contract shall not be contingent on funding from one source.

IX. PAYMENT

- A. The CONTRACTOR shall be compensated for the removal, hauling, disposal and processing (separation, chipping grinding and incineration) of only Eligible Debris.
- B. If any load is determined to contain material other than Eligible Debris, the load will not be accepted, and the CONTRACTOR will not be paid for removing, hauling, disposing or processing that load.
- C. The CITY may direct the CONTRACTOR to handle Ineligible Debris if that debris poses a threat to the health, welfare or safety of the community-at-large. If such services are required, the CITY shall give prior written authorization for the handling of this debris and the CITY shall pay the CONTRACTOR for these services performed.
- D. Payment for work completed by the CONTRACTOR shall be invoiced on a monthly basis, commencing with the first day of the month following the first full month of service. Invoices shall be based on verified and approved cubic yard/tonnage quantities from the daily operational reports and valid Load Tickets signed by the CITY'S authorized representative.
- E. Payment for verified and authorized work completed shall be made to the CONTRACTOR within 45 days after the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.
- F. Pursuant to the Pricing Schedule and Hourly Pricing Schedule, Exhibit E, attached hereto and incorporated herein, the CONTRACTOR shall invoice the CITY for the following:
 - 1. The removal, hauling and disposal of Eligible Debris (as defined in Section V.):
 - a. each validated load picked up at the designated Work Zone, hauled to and dumped at a DMS; and

- b. each validated load hauled from the DMS for final disposition at a City-approved landfill or recycling facility; and
 - c. tipping fees incurred at a City-approved landfill based on the current tipping fee at the time of disposal.
2. DMS Management and Operations (as defined in Section VI.) including:
- a. selection, preparation and layout of site;
 - b. management, maintenance and operation of the DMS;
 - c. the sorting, segregation, processing and reduction (chipping, grinding or incinerating);
 - d. groundwater and soil testing;
 - e. furnishing materials, supplies, labor, tools and equipment necessary to perform services;
 - f. providing traffic control, dust control, erosion control, inspection tower(s), lighting, ash and hazardous and toxic waste containment areas, fire protection, permits, environmental monitoring, and safety measures;
 - g. loading reduced/stored and initiating Load Tickets for final disposition; and
 - h. closure and remediation of DMS.
3. Additional Services (as defined in Section VII.B.5.):
- a. Additional services, including but not limited to the services listed below shall be performed by the CONTRACTOR upon issuance of a Task Order by the CITY:
 - i. Private Property Demolition and Debris Removal
 - ii. Marine Debris Removal
 - iii. Hazardous and/or Toxic Waste Disposal
 - iv. Dead Animal Carcasses
 - v. Fallen Trees
 - vi. Hazardous Stumps
 - vii. Fill Dirt
 - viii. Sand Screening
 - ix. Freon Removal
 - b. The CONTRACTOR shall offer the following additional services to the CITY at no additional cost (as defined in Section VII.B.6.):
 - j. Training and Assistance
 - ii. Preliminary Damage Assessment
 - iii. Mobilization and Demobilization
 - iv. Mobile Command Unit
 - v. Temporary Storage of Documents
 - vi. Debris Planning Efforts
 - vii. Closure and Remediation of DMS
 - viii. Reporting and Documentation
 - c. Travel and Per Diem Costs incurred by the CONTRACTOR, or any employees/subcontractors of the CONTRACTOR, during the term of this Contract shall be paid by the CONTRACTOR. The CITY will not pay any Travel or Per Diem costs incurred by the CONTRACTOR.
- I. Other than the rates described herein, the CONTRACTOR shall not be entitled to payment for expenses, fees or other costs incurred at any time and in any connection with performance of work under the Contract.

- J. Any CONTRACTOR or subcontractor that is identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs (as defined in Section I.K.) shall not be authorized to perform services as outlined in the Scope of Service and the said CONTRACTOR/subcontractor shall not be paid for any services performed.
- K. At the request of either party, the CITY may modify the CONTRACTOR'S Pricing Schedule for each subsequent contract year, after the first contract year, and the new Pricing Schedule shall be increased by multiplying the Consumer Price Index (CPI) by 75%. The formula shall be as follows:

$$\text{Contractor Fee} \times (1 + 75\% \text{ of CPI}) = \text{Subsequent Year Fee}$$
 - 1. The CPI shall be calculated as the lesser of a twelve (12) month average of the United States All Urban or Southern All Urban Consumer Price Index based on the information from the Bureau of Labor Statistics, Southeastern Regional Office for the twelve (12) months ending December 31 preceding each new contract year.
 - 2. If the CPI is discontinued or substantially altered, the CITY may select another relevant price index published by the United States government or by a reputable publisher of financial or economic indices.
- L. The CONTRACTOR shall be entitled to invoice the CITY for 90% of the line items, after work is completed, on a monthly basis (the first of each month). The remaining 10% will become due after all Eligible Debris is properly processed and disposed of at the final disposition site(s), the DMS final closure and remediation process is approved by the CITY, all subcontractors and material suppliers verify that they have been paid and the CONTRACTOR submits a proper, final invoice.
- M. Final payment shall be released to the CONTRACTOR upon approval by the CA.

X. OTHER CONSIDERATIONS

- A. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment, safely operated, for all tasks.
- B. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR.
- C. Additionally, the CONTRACTOR shall employ when possible local area vendors qualified to assist in the Debris Recovery Services operation.
- D. The CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this Contract.
- E. The CONTRACTOR must be duly licensed in accordance with the state's statutory requirements to perform the work.
- F. The CONTRACTOR shall be responsible for determining what permits are necessary to perform work under the Contract. The CONTRACTOR shall obtain all permits necessary to complete the work. Copies of all permits shall be submitted to the CA.
- G. If burning as a method of reducing Eligible Debris is determined as necessary by the CITY, the CITY shall assist the CONTRACTOR in obtaining a burn permit to allow air curtain incineration at the DMS.
- H. The CONTRACTOR shall be responsible for taking corrective action in response to any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the CITY.
- I. Any and all CONTRACTOR documents, records, disks, original drawings, photos, videos or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY.

- J. The CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Contract. Furthermore, the CITY shall have access to such books, records, documents and photos as required in this Contract for the purpose of inspection or audit. This provision shall extend three (3) years beyond the term of this Contract or any extension thereto.

XI. INDEPENDENT CONTRACTOR

- A. All employees of the CONTRACTOR shall be, at all times, the sole employees of the CONTRACTOR under its sole discretion and not an employee or agent of the CITY.
- B. The CONTRACTOR shall supply competent and physically capable employees who shall have and wear proper identification.
- C. The CITY reserves the right to require the CONTRACTOR to remove any employee the CITY deems careless, incompetent, insubordinate or otherwise objectionable.

XII. OTHER CONTRACTS

- A. The CITY reserves the right to issue other contracts or direct other contractors to work within the Scope(s) of Service included in this Contract.
- B. The CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form.

XIII. CITY OBLIGATIONS

- A. The CA, or an authorized representative, is designated by the CITY to be the primary contact person for the CONTRACTOR, and this Disaster Debris Recovery Services Contract shall be administered on behalf of the CITY by the Solid Waste Division of the Public Works Department of the CITY.
- B. The CITY shall provide inspectors for the monitoring of Eligible Debris collection, segregation and removal operations in the Work Zones.
- C. The CITY inspectors shall examine each load hauled from the Work Zones by the CONTRACTOR to verify that the contents are in accordance with the definition of Eligible Debris and to verify the load size (whether cubic yards or tons) recorded on the Load Ticket.
- D. The CITY shall provide DMS Monitors to inspect each load received by the CONTRACTOR at the DMS to verify that the contents are in accordance with the definition of Eligible Debris and to verify the load size (whether cubic yards or tons) recorded on the Load Ticket.
- E. The CITY monitors shall inspect all vehicles/equipment entering and leaving the DMS to ensure that haulers do not add excessive amounts of water or soil to debris prior to unloading/loading.
- F. Should operation of equipment be required outside of the ROW, the CITY shall provide a Right-of-Entry Agreement, Hold Harmless Agreement and a Non-duplication of Benefits Agreement executed with the Property Owner prior to CONTRACTOR work being authorized.

XIV. TERMINATION

- A. This Contract may be terminated by the CITY upon thirty (30) days advance written notice to the CONTRACTOR at the primary business address as designated on the signature pages ; however, if any work or service hereunder is in progress but not

completed as of the date of termination, then this Contract may be extended upon written approval from the CITY until said work or services are completed and accepted by the CA.

- B. In the event this Contract is terminated or cancelled upon the request and for the convenience of the CITY with the required thirty (30) day advance written notice, the CITY shall reimburse the CONTRACTOR for actual work satisfactorily completed.
- C. Termination by the CITY for cause, default or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision, and the CITY reserves the right to terminate the Contract by issuing a written notice to the CONTRACTOR. Any termination costs, including demobilization of equipment and personnel, shall be incurred and paid by the CONTRACTOR. The thirty (30) day advance written notice requirement is waived in the event of termination for cause.
- D. In the event there should occur any material breach or material default in the performance of any covenant or obligation by the CONTRACTOR which has not been remedied within five (5) calendar days after receipt of written Notice of Termination from the CITY specifying such breach or default, the CITY may, if such a breach or default is continuing, terminate this Contract with the CONTRACTOR immediately. In such case, the CONTRACTOR shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

XV. FORCE MAJEURE

A. Force Majeure

Except for any payment obligation by either party, if the CITY or CONTRACTOR is unable to perform, or is delayed in its performance of any of its obligations under this Contract by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the CITY or CONTRACTOR to correct the adverse effect of such event of force majeure.

B. Events

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the CITY or CONTRACTOR from performing any of its obligations (other than payment obligations) under this Contract:

- a. Strikes and work stoppages unless caused by a negligent act or omission of CONTRACTOR or its agents or assignments;
- b. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of CONTRACTOR, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively incumbent weather; and
- c. Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.
- d. Suspension, termination or interruption of utilities necessary to the operation of the Project.

C. Economic Hardship

Economic hardship of the CONTRACTOR shall not be considered an event of Force Majeure.

D. Modification

In order to be entitled to the benefit of this section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The parties agree that, as to this section, time is of the essence.

XVI. LIQUIDATED DAMAGES

- A. The CONTRACTOR and CITY agree that the CONTRACTOR'S compliance with the terms of this Contract is of great importance. As such, the CITY, or an authorized representative, shall monitor, inspect and verify the CONTRACTOR'S activities for compliance.
- B. The CONTRACTOR and CITY acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would, or might, be incurred by the CITY due to the CONTRACTOR'S failure to comply with the terms of this Contract and for which the CONTRACTOR would otherwise be liable. Accordingly, in addition to the payment of other damages, liquidated damages may be assessed against the CONTRACTOR for the following failures to comply with the Contract:
 - 1. A \$5,000.00 per day charge for failure to provide adequate manpower and equipment to perform the scope(s) of service as outlined in the Contract. (see Section IV.G.1)
 - 2. A \$1,000.00 per incident charge for failure to properly separate DMS debris at street/road level or during hauling as outlined in the Contract (see Section V.A.10.-11.)
 - 3. A \$1,000.00 per incident charge for failure to properly segregate Eligible Debris at DMS as outlined in the Contract (see Section VI.A.12.)
 - 4. A \$500.00 per incident charge for collection and hauling of ineligible or unauthorized disaster-generated debris as outlined in the Contract (see Section V.A.5.)
 - 5. A \$500.00 per incident charge for acceptance of ineligible or unauthorized disaster-generated debris at the DMS as outlined in the Contract (see Section VI.A.12.)
 - 6. A \$1,000.00 per day charge for failure to provide all reports and Load Tickets as outlined in the Contract (see Section VII.C.)
 - 7. A \$1,000.00 per day charge for failure to provide adequate traffic control as outlined in the Contract (see Section V.A.14. and VI.C.9.-10.)
 - 8. A \$1,000.00 per incident charge for failure to safely operate equipment or vehicles as outlined in the Contract (see Section V.A.15. and VI.A.9.)
 - 9. A \$5,000.00 per day charge for failure to meet the completion date (time period determined by number of calendar days) for services performed in a designated Work Zone (see Section IV.E.2.-3.)
 - 10. A \$5,000.00 per day charge for failure to maintain the minimum processing rate, unless non-compliance is due to insufficient debris amounts being delivered to the site. (see Section IV.E.2.-3.)
 - 11. A \$1,000.00 per day charge for failure to close-out DMS by the completion date established by the CITY. (see Section IV.E.2.-3.)
 - 12. A \$1,000.00 per day charge for failure to fully remediate DMS by the completion date established by the CITY. (see Section IV.E.2.-3.)

XVII. LIENS AND TAXES

- A. The CONTRACTOR shall not at any time suffer or permit any lien, attachment or any other encumbrance under the laws of the State of Florida or otherwise by any person or

2/2

persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Contract or by any reason or claim or demand against the CONTRACTOR.

- B. The CONTRACTOR shall keep all equipment and vehicles free and clear of all levies, liens and encumbrances. The CONTRACTOR shall pay all taxes, license and registrations fees, and similar charges imposed on the ownership, possession or use of the equipment and vehicles during the term of this Contract.
- C. Such lien, attachment or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Contract.

XVIII. INDEMNIFICATION AND HOLD HARMLESS

- A. The CONTRACTOR shall pay on behalf of and indemnify and hold harmless, the CITY, its commissioners, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, omission, or default of the CONTRACTOR arising out of or in any way connected with the CONTRACTOR'S (or CONTRACTOR'S officers, employees, agents, volunteers, or subcontractors, if any) performance or failure to perform duties under the terms of this Contract. This section of the Contract will extend beyond the term of the Contract.
- B. The CONTRACTOR further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, even if claim is groundless, false or fraudulent.
- C. Nothing herein shall be construed to hold the CONTRACTOR liable for the negligence of the CITY.
- D. This indemnification and hold harmless agreement shall survive the termination or expiration of this Contract.

XIX. INSURANCE

- A. Insurance Procurement. Before performing any contract work, the CONTRACTOR shall procure and maintain, during the term(s) of this Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by Insurance Department in the State of Florida and meet a minimum financial A.M. Best and Company rating of no less than Excellent. No changes are to be made to these specifications without prior written specific approval by the City Risk Management Division.
 - 1. Worker's Compensation: CONTRACTOR will provide Worker's Compensation Insurance, on behalf of all employees who are to provide service under this Contract, as required under Florida Laws, Chapter 440, the Jones Act and Longshoreman and Harbormasters exposures, and Employers Liability no less than \$100,000 per employee per accident; \$100,000 employee per disease and \$500,000 disease aggregate.
 - 2. Commercial General Liability: Including but not limited to bodily injury, property damage, contractual products and complete operations, watercraft, if under twenty-six (26) feet and Ocean Marine if over twenty-six (26) feet, and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate covering all work performed under this Contract.
 - 3. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than

- \$1,000,000.00 combined single limit covering all work performed under this Contract (Limits may be satisfied by combining an Umbrella form and an Automobile form for a combined total limit of \$5,000,000.00)
4. Umbrella Liability: With limits of not less than \$5,000,000.00 per occurrence covering all work performed under this Contract.
 5. Hazardous Materials Insurance: For the purpose of this section: the term "hazardous materials" includes all materials and substances which are now designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However if hazardous materials are identified while carrying out this Contract, no further work is to be performed in the area of the hazardous material until the Risk Management Division has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the Contract.
 - a. CONTRACTOR'S Pollution Liability - for sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this Contract, including, but not limited to all hazardous materials identified under the Contract.
 - b. Asbestos Liability - for sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this Contract.
 - c. Disposal - When applicable, the CONTRACTOR shall designate the disposal site and furnish a certificate of insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
 - d. Hazardous Waste Transportation - When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.
 - e. Certificates of Insurance - shall clearly state the hazardous material exposure work being performed under the Contract.
 6. Additional Insured: All policies, required by this Contract with the exception of Professional Liability or Worker's Compensation, unless specific approval is given by the City Risk Management Division, are to be written on an occurrence basis, shall name the CITY, its commissioners, officers, employees, agents and volunteers as additional insured as their interest may appear under this Contract, and the insurer(s) shall agree to waive all rights of subrogation against the CITY, its commissioners, officers, employees, agents or volunteers.
 7. Subcontractor Insurance: Insurance and insurance provisions, itemized in this Contract, and required of the CONTRACTOR, shall be provided by or in behalf of all subcontractors to cover their operations performed under this Contract. The CONTRACTOR shall be held responsible for any modifications, deviations or omissions in these insurance requirements as they apply to subcontractors.

- B. Each insurance policy required by this Contract shall:
1. Separate Application of Insurance. Apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits to the insurer's liability.
 2. Suspended, voided, Canceled Insurance. Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City Risk Management Division.
 3. City Coverage Review. The City Risk Management Division shall retain the right at any time to review coverage, form and amount of insurance.
 4. The CONTRACTOR'S Liability. The procuring of required policies of insurance shall not be construed to limit the CONTRACTOR'S liability nor to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be obligated for the full and total amount of any damages, injury or loss caused by any act, neglect, omission or default connected with this Contract.
 5. Premium Payments. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the CITY is an insured under the policy.
 6. Claims Made Policies. Claims Made Policies will be accepted for professional and hazardous material and such other risks as are authorized by the City Risk Management Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided an option, the CONTRACTOR agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
 7. Insurance Certificates. Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the CITY'S Contract number and the description of work are to be furnished to the City Risk Management Division prior to commencement of work and a minimum of thirty (30) days prior to expiration of the insurance contract when applicable, included as Exhibit H, attached hereto and incorporated herein. All insurance certificates shall be received by the City Risk Management Division before the CONTRACTOR will be allowed to commence or continue work.
 8. Notice of Accident. Notice of Accident (occurrence) and Notice of Claims associated with work being performed under this Contract, shall be provided to the CONTRACTOR'S insurance company and the City Risk Management Division as soon practicable after notice to the insured.

XX. PERFORMANCE BOND

- A. Letter of Commitment. The CONTRACTOR shall furnish to the CITY a letter of Commitment to perform services, Exhibit F, and a letter of Commitment for a Performance Bond from a surety company to be included as Exhibit G, attached hereto and incorporated herein, within five calendar days of the execution date of this Contract by the City of Pompano Beach.

- B. The CONTRACTOR shall furnish to the CITY, prior to the commencement of operations hereunder, a Performance and Payment Bond shall be executed by the CONTRACTOR, and a surety company authorized to do business in the State of Florida, in the amount of (Ten Million) \$10,000,000, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materials and laborers. The CITY will only accept a Performance and Payment Bond with an A.M. Best rating of 'A-' (Excellent) or better. Said bond shall be subject to the approval by the City Manager and Commission of the City of Pompano Beach, Florida.

XXI. ATTACHMENTS

- A. Scenarios & Response, Plan of Action, Documentation & Reimbursement
- B. Work Zones
- C. Vehicle and Equipment List
- D. Debris Management Site(s) List and Map
- E. Pricing Schedule
- F. Commitment Letter to Perform Services
- G. Letter of Commitment for Performance and Payment Bond
- H. Certificate of Liability Insurance
- I. FHWA Form 1273

XXII. MISCELLANEOUS

- A. No amendment, change or addendum to the Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. For any material change in the Scope of Services or any increase in the compensation for the services, the City Commission for the CITY and the duly authorized representative for the CONTRACTOR shall agree in writing to this change. For all other changes, the CITY'S Administrative Agent and the CONTRACTOR'S representative shall agree in writing to the change.
- B. Any reference to a specific chapter of the Florida Statutes in this Contract shall mean the Florida Statutes and shall by reference be made a part of this Contract as though set forth in full.
- C. Any reference to a Specific City Employee in this Contract shall also include the authorized designee of that employee.
- D. The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the CITY, except the claims for the money due or to become due to the CONTRACTOR from the CITY under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the CITY. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the CITY.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract has requisite power and authority to bind the parties.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract or any applicable law.

The rights and obligations of the parties under this Contract shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in Broward County, Florida. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be valid and binding on each party.

- G. CONTRACTOR agrees that all work performed on FHWA roads will comply with all the terms, conditions and requirements set forth in Federal Government Form FHWA-1273, a copy of which is attached hereto and made a part hereof as Exhibit I.
- H. Any notices, invoices, reports, or any other type of documentation required by this Contract shall be sufficient if sent by the parties in the United State mail, postage paid, to the addresses listed below:

CONTRACTOR'S REPRESENTATIVE

Mr. John Ramsay
President & CEO
CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, Alabama 36582
(800) 992-6207 Office
(251) 459-7433 Fax
(251) 402-3677 Cell
JRamsay@CrowderGulf.com

CITY ADMINISTRATIVE AGENT

Mr. Dennis Beach
City Manager
City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, Fl. 33061
(954) 786-4609 Office
(954) 786-4504 Fax

Copies:

(a) as to the CONTRACTOR, John Ramsay, President & CEO, 5435 Business Parkway, Theodore, Alabama 36582

(b) as to the CITY, Mary Chambers, Office of the City Clerk, P.O. Drawer 1300, Pompano Beach, Florida 33061

Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. 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 both parties.

This Contract constitutes the sole and complete understanding between the parties and supersedes all Contracts between them, whether oral or written with respect to the subject matter.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Aally J. Fiseker
Signature

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Baithlow
Signature

By: [Signature]
DENNIS W. BEACH,
CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of September, 2014 by **LAMAR FISHER**, as Mayor 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:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

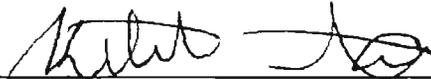
Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA

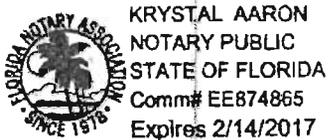
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of September, 2014 by **DENNIS W. BEACH**, as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.



NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA

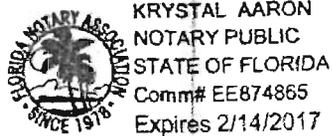
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of September, 2014 by **MARY L. CHAMBERS** 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 PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CORPORATION":

CrowderGulf Joint Venture, Inc.

Witnesses:

Wesley Naile
Signature

WESLEY NAILE
Name Typed, Printed or Stamped

Mary Challeil Turner
Signature

Mary Challeil Turner
Name Typed, Printed or Stamped

By: [Signature]
Signature

JOHN RAMSAY
Name Typed, Printed or Stamped

Title: PRESIDENT

Address: 5435 BUSINESS PKWY
THEODORE, AL 36582

STATE OF Alabama
COUNTY OF MOBILE

The foregoing instrument was acknowledged before me this 13th day of August, 2014 by John Ramsay as President of CrowderGulf Joint Vent, Inc. (name of corporation), a Florida corporation, on behalf of the corporation.

He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Kelley James
NOTARY PUBLIC, STATE OF Alabama
Kelley James
(Name of Acknowledger Typed, Printed or Stamped)

Commission Expires May 08, 2016
My Commission Expires May 08, 2016

Exhibits

A - Scenarios & Response, Plan of Action, Documentation & Reimbursement

B - Work Zones

C - Equipment List

D - Debris Management Site(s) List and Map

E - Pricing Schedule

F - Commitment Letter to Perform Services

G - Letter of Commitment for a Performance Bond

H - Certificate of Liability Insurance

I - Form FHWA-1273

Exhibit A

CrowderGulf Joint Venture, Inc.
RFP -E-28-14 Emergency Debris Management and Disaster Recovery Technical Assistance
City of Pompano Beach, FL

1. Project Understanding and Approach

Scope of Work for the City of Pompano Beach Beach

CrowderGulf is able to offer the City of Pompano Beach Beach the widest possible spectrum of debris management and disaster recovery services. A partial list of these services is itemized below.

❖ Typical Disaster Debris Removal, Reduction, and Disposal Services

Pre-Planning and Training

- ◆ Annual pre-disaster debris management planning sessions to include debris removal planning assistance, review of emergency management plans, DMS site selection and other components of disaster recovery.

Emergency Road Clearance - "PUSH"

- ◆ Making certain that all streets and roadways designated by the City are clear and passable within seventy (70) working hours from issuance of a Notice to Proceed with such clearance.

Removal of "ELIGIBLE" Disaster Debris from Public Property

- ◆ Providing all permits and services for the containment, clean-up, removal, transportation, storage, testing, treatment and/or disposal of hazardous materials and wastes including industrial materials, white goods, bio-hazards, animal carcasses according to all federal, state and local regulations.
- ◆ Removal of all eligible and designated debris from public right-of-ways.
- ◆ Removal of debris beyond public right-of- ways as requested by the City to abate imminent and/or significant threats to public health and safety.
- ◆ Production of accurate and verifiable documentation of each load of debris along with daily and summary reports of all loads and work performed.
- ◆ Containment, clean-up, removal, transportation, storage, testing, treatment and/or disposal of hazardous materials and wastes including industrial materials and bio-hazards.
- ◆ Demolition and removal of eligible and FEMA approved condemned structures and buildings that pose a threat to public safety.
- ◆ Returning all areas damaged due to debris removal operations back to their original condition to the satisfaction of the City.
- ◆ Removal and haul of all hazardous stumps.
- ◆ Providing fill dirt for ruts created by equipment and holes created by the removal of hazardous stumps and other areas that pose a hazard to public access as directed by the City.

Development and Operation of Debris Management Sites (DMSs)

- ◆ Constructing DMS sites sufficient to handle the volume of disaster debris
- ◆ Preparing and maintaining DMS entry and exit roads including the provision of stone for any roads requiring stabilization for ingress and egress.
- ◆ Providing roofed inspection tower facilities sufficient for a minimum of three (3) inspectors.,
- ◆ Separating vegetative debris, construction and demolition (C&D) debris, recyclable debris, white goods and hazardous wastes.
- ◆ Reducing vegetative debris through tub grinding, chipping, or incineration as approved by the City.
- ◆ Fully reclaim all DMS sites

Debris Disposal

- ◆ Disposing of all debris, including reduced debris, in accordance with all applicable federal, state and local laws, standards and regulations.
- ◆ Recycling as much debris as feasible.

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City of Pompano Beach, FL

Additional Services Provided:

Providing Disaster Recovery Technical Assistance

- ◆ Providing assistance with all aspects of the Public Assistance Program including damage survey reports, project worksheets, documentation support, consultations and negotiation services.
- ◆ Providing other technical assistance requested by the City.
- ◆ Providing accurate and verifiable documentation of each load of debris along with daily reports of all loads and work performed with provisions for inspection by the City. Additional reports may be customized to the City's needs.
- ◆ Providing Support for FEMA disputes. CrowderGulf has never been asked to repay funds nor have we been made aware of any client adversely affected by denial or de-obligated funds that were directly tied to or resulted from the performance of CrowderGulf's debris management services. We have on several occasions, provided substantial technical research and documentation support to our clients in order to help them satisfy inquiries/audits performed by FEMA.

Public Relations

- ◆ Providing assistance with the development and dissemination of press releases relative to debris pick-up operations
- ◆ Providing a timely resolution to all damage claims by citizens or the City that result from CrowderGulf's operations.

A. CrowderGulf At-A-Glance

- **Forty (40) plus years of experience** in debris management for governmental agencies across fifteen (15) states.
- **Bases of Operation:**
 - Primary **Theodore, Alabama (Mobile)**
 - Satellite Operations..... Rocky Mount, North Carolina
 - Hilton Head, South Carolina
 - Hampton Roads, Virginia
 - Orlando, Florida
 - Denton, Texas
- **Successful in obtaining reimbursement for each and every client. No client has been denied reimbursement.**
- **Fully committed to using local citizens and qualified local subcontractors to the maximum extent, including MBE owners. Ninety-five percent (95%) of CrowderGulf subcontractors are small-business and/or minority subcontractors.**
- **Over three-hundred (300) disaster recovery projects completed and CrowderGulf has never failed to complete a contract nor default on a contract.**
- **Successfully removed, reduced and disposed of over two hundred and thirty million (230,000,000) cubic yards of debris.**
- **No lawsuits, liens or judgments by clients are filed or pending and no bankruptcy proceedings have been filed or are pending.**
- **Completed major simultaneous debris projects after Hurricanes Sandy, Isaac, Irene, Ike, Gustav, Dennis, Katrina, Rita, Wilma, Charley, Frances, Ivan, Jeanne and Isabel.**
- **Over 350 pieces** of company-owned equipment available for rapid response.

CrowderGulf Joint Venture, Inc.
RFP -E-28-14 Emergency Debris Management and Disaster Recovery Technical Assistance
City of Pompano Beach, FL

5. Required Documents

Florida Business License / Certification required to perform service



STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
 1940 NORTH MONROE STREET
 TALLAHASSEE FL 32399-0783

COFFMAN, RANDY L
 GULF EQUIPMENT CORPORATION OF ALABAMA
 PO BOX 364
 MOUNT HOLLY NC 28120

Congratulations! With this license you become one of the nearly one million Florida licensees by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from doctors to asbestos abatement, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log on to www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA AC# 6236829
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1506124 07/31/12 128024136

CERTIFIED GENERAL CONTRACTOR
COFFMAN, RANDY L
GULF EQUIPMENT CORPORATION OF AL

IS CERTIFIED under the provisions of Chapter 489 FS
 expiring on AUG 31, 2014 112873102109

DETACH HERE

AC# 6236829

STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# 112873102109

DATE	EXPIRES	LICENSE NBR
07/31/2012	128024136	CGC1506124

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

COFFMAN, RANDY L
 GULF EQUIPMENT CORPORATION OF ALABAMA
 PO BOX 364
 MOUNT HOLLY NC 28120

RICK SCOTT
 GOVERNOR

KEN LANSON
 SECRETARY

DISPLAY AS REQUIRED BY LAW

A3 107

State of Florida Department of State

I certify from the records of this office that CROWDER-GULF JOINT VENTURE, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 2002, effective September 3, 2002.

The document number of this corporation is P02000095020.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 8, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this is
the Eighth day of January, 2013*



Ken Ditzner
Secretary of State

Authentication ID: CC2279939664

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<http://efile.sambiz.org/certauthver.html>

CrowderGulf Joint Venture, Inc.
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B. Company Profile

CrowderGulf is a national full-service debris management firm with over forty years experience in helping communities like the City of Pompano Beach recover from disasters. Having successfully managed debris clean-up operations in **Alabama, Florida, Kansas, Kentucky, Louisiana, Mississippi, Missouri, New Jersey, New York, North Carolina, Rhode Island, South Carolina, Tennessee, Texas, and Virginia**, we have developed one of the most capable recovery management teams in the United States.

During the last four decades, CrowderGulf has managed over **three-hundred (300) disaster recovery projects in fifteen (15) states and has successfully removed, reduced and disposed of over two hundred and thirty million (230,000,000) cubic yards of debris**. CrowderGulf's current and past performance, as highlighted in this proposal, demonstrates our expertise in successfully completing multiple contracts simultaneously, regardless of their locations or the amount of damage.

CrowderGulf understands that a disaster recovery effort is about more than just personnel and equipment. A successful rapid response is also about integrity and teamwork. The following principles are fundamental to all CrowderGulf operations:

- ❖ **Partnerships with Our Clients** - CrowderGulf establishes and maintains solid working partnerships with our clients so that we become an integral part of their disaster management teams. These close working relationships allow us to be involved in the preparedness, planning and training that is vital to a successful recovery effort.
- ❖ **Management and Supervisory Continuity** - CrowderGulf maintains the same project manager and field supervisors throughout a project. This provides continuity and promotes excellent teamwork relationships.
- ❖ **Respect for Subcontractors** - CrowderGulf illustrates respect for its subcontractors by making certain that they are paid every week regardless of local circumstances. This ensures that we are able to provide the very best subcontractors and that we are able to secure additional qualified subcontractors to fulfill any concurrent contracts.
- ❖ **Accurate and Timely Documentation** - CrowderGulf prides itself on providing accurate and timely documentation throughout the project. As a result, 100% of our clients have been reimbursed by FEMA. Being committed to providing current and accurate documentation is crucial for both CrowderGulf and for the City.
- ❖ **Respect and Empathy for Local Citizens** - CrowderGulf realizes that disasters are primarily reflected in the broken lives of local citizens. As a result, our personnel and our subcontractors are all committed to showing maximum empathy and respect for each individual within the community.

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists. Numerous FEMA and OSHA certifications are held by our key management and field operations staff. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General. Our staff is well-versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and the Public Assistance Debris Monitoring Guide (FEMA 327). CrowderGulf employees are required to attend conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

In addition, the President of CrowderGulf recognized the importance of adopting the National Incident Management System (NIMS) core set of doctrines, concepts and principles when the Department of Homeland Security Presidential Directive (HSPD)-5 required state, local and tribal organizations to adopt and implement NIMS. In an effort to provide the best service to our clients, all CrowderGulf management and field staff are required to have certifications in NIMS 100, 200, 700 and 800. We also have staff with Train the Trainer certification for NIMS 300 and 400 level courses.

The knowledge and experience of the CrowderGulf management team, coupled with our personal inventory of heavy equipment and a large cadre of dedicated subcontractors, has meant that every project has been completed successfully.

CrowderGulf Joint Venture, Inc.
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City of Pompano Beach, FL

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C. Potential Scenarios

CrowderGulf is extremely experienced and capable of handling all of the potential scenarios addressed in the City of Pompano Beach's RFP. Our Disaster Debris Management Plan describes steps that will be taken with each of these scenarios. Depending on the size and severity of the disaster, we have the ability to increase forces as needed to meet specific needs and requirements. Our past experience, detailed later in this proposal, highlights CrowderGulf's success in simultaneously managing multiple contracts that required a wide range of resource responses.

Some responses may require only a few small crews consisting primarily of skilled chainsaw operators. On the other hand, CrowderGulf has conducted debris management situations involving over fifty (56) contracts simultaneously; that required more than fifty (50) temporary Debris Management Sites, over one-thousand (1,000) employees, over one-thousand (1,000) pieces of equipment and millions of cubic yards of debris. Whether managing debris recovery from spot jobs or a catastrophic event, CrowderGulf is prepared to assist the City with all aspects of their debris management projects from the planning stages through FEMA reimbursement.



The following scenarios and response plans are provided as examples of CrowderGulf's ability to respond to any disaster with the appropriate commitment of human and physical resources. The amount of equipment and personnel resources for each response is closely coordinated with our client in order to meet and exceed our contractual obligations. The augmentation of equipment by use of subcontractors will be dependent on the severity of the event. The use of subcontractors is standard practice in the debris business however, **AT NO TIME** will CrowderGulf subcontract the management and supervision of a debris contract to another company.

EVENT TYPE 1: SPOT JOBS – LOCALIZED

Response

For this type of event, CrowderGulf will use its local resources to meet the City's project needs. We have experienced managers, the proper equipment and other necessary resources required for returning the communities to normalcy. We will have resources and manpower capable of clearing critical routes and removing hazardous leaners and hangers within twelve (12) hours of a Notice to Proceed (NTP). A CrowderGulf senior manager will assess the damage and prepare a plan for approval within twenty-four (24) hours. After the plan is approved by the City, our forces will start removing the debris immediately. CrowderGulf can increase those forces as needed to meet any deadline established by the City. Self-loader (knuckle-boom) trucks and chainsaw operators will be the primary required resources for this event and, depending on the amount of debris, we should start six (6) to eight (8) crews simultaneously in different areas of the City to remove the debris fast and demonstrate a presence throughout the City for resident satisfaction. Pending approval of the City, CrowderGulf will operate debris loading and hauling during daylight hours, 7 days a week.

Actual Examples

In the past CrowderGulf has successfully completed jobs with a similar scope of work as described in Scenario 1. An example is Edenton, NC, after Hurricane Irene in August 2011. The damage consisted of vegetative debris only and we used six (6) trucks with leaner and hanger capabilities for five (5) days to remove 3,255 cubic yards of debris. The City also contracted CrowderGulf to grind and haul off the debris that City trucks picked up. Overall we ground and hauled off 8,635 cubic yards of vegetative debris.

Another example is our activation by Leon County, FL after Hurricane Faye in 2008. We successfully conducted the Emergency Push during the first 70 hours for the City of Tallahassee, FL, using one loader and one operator with a chain saw. During the Recovery period in Leon County, we hauled and reduced by grinding 2,824 CY of vegetative debris within eight (8) days, using six (6) trucks that hauled a total of fifty-one (51) loads of debris.

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EVENT TYPE 2: SMALL EVENT – WIDESPREAD OR CITY WIDE

Response

All procedures that are included in Scenario 1 would also apply to Scenario 2. However, our resources will be provided in greater quantities and we will stage the necessary equipment in the City at pre-determined locations identified during the annual preparedness training session. If requested, we will have a project manager present in the City's Emergency Operation Facility prior to the event. After conducting a damage assessment and documentation (by map, photograph and GPS) of all hazardous tree issues, CrowderGulf will start its forces in numerous areas throughout the City. A representative start for this type of event would be eighteen (18) debris trucks and three (3) knuckleboom trucks for leaners and hangers (all leaners and hangers will be documented and removal will be in strict compliance with FEMA 325 guidelines). A debris storage site will be fully functional within forty-eight (48) hours of a Notice To Proceed. At the completion of the project, any land used for debris storage will be returned to its original condition.

Actual Example

This event type is very similar to Hurricane Irene recovery in Newport News, VA, in 2011. We started eight (8) crews in eight (8) different areas of the city simultaneously to show the residents that the City was taking the necessary steps to quickly remove the debris. CrowderGulf removed 85,000 cubic yards of debris with twenty (20) trucks in three (3) weeks and reduced it by grinding at a City-owned property. This property was returned to its original condition at no extra cost to the City of Newport News.



EVENT TYPE 3: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING –VEGETATIVE DEBRIS ONLY - WIDESPREAD OR CITYWIDE

Response

In addition to the response procedure described for Scenario 1 and 2 events, this event may require more than one TDSRS, depending on how widespread the damage may be. At each site, CrowderGulf would provide a Reduction Site Manager. Depending on the details of each site, reduction may be done by burning, grinding or both. Each site will operate independently and have its own manpower and equipment. The debris storage sites will be fully functional within forty-eight (48) hours of a Notice To Proceed and reduction by grinding or burning will start within forty-eight (48) hours of receiving debris. As with a Type 2 Event, any damage to TDSRSs would be remediated at the completion of the project and all cleanup operations will be documented in accordance with FEMA requirements and the City's requirements.

Actual Example

This type of event is similar to the operation we successfully completed recently in Rocky Mount, NC after Hurricane Irene. We hauled in 253,360 cubic yards of debris utilizing thirty-five (35) trucks over seven (7) weeks. CrowderGulf reduced by 204,417 cubic yards by grinding and hauled 66,110 cubic yards to a disposal site.

EVENT TYPE 4: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – WIDESPREAD OR CITY WIDE

Response

In addition to all the procedures included in a Scenarios 1, 2 and 3, CrowderGulf will add segregation crews at its Temporary Debris Staging and Reduction Sites. A typical segregation crew consists of one foreman, one equipment operator, two (2) laborers and a skid steer. Debris will be segregated into six (6) areas for reduction or further handling. These include clean vegetative debris, vegetative debris with foreign matter, construction and demolition debris, recyclable debris, white goods and hazardous waste. Depending on the severity of the event, additional crews can be deployed and start working with 48 hours of the Notice To Proceed.

Actual Example

After Hurricane Wilma in October of 2005, CrowderGulf crews removed and reduced 627,735 cubic yards of debris from Ft. Lauderdale, Florida right-of-ways. The overall cost to Ft. Lauderdale was \$28,000,000. An Emergency PUSH operation was conducted to clear critical routes immediately after the hurricane. Much of the debris was mixed with vegetative and construction and demolition materials. This material had to be segregated and hauled to the proper facility. CrowderGulf also removed, transported and disposed of wet canal debris and screened the sand from their public beaches.

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EVENT TYPE 5: CATASTROPHIC EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – CITY WIDE

Response

For a Catastrophic event, all the procedures included in Scenarios 1-4 would apply. If requested, CrowderGulf will stage equipment and resources prior to the event and have a senior manager present in the City's Emergency Operations Center prior to the storm for planning purposes. We will have resources on the ground within twenty-four (24) hours for the emergency PUSH procedure. Utilizing disaster modeling for planning purposes, a widespread, catastrophic event for a population the size of the City of Pompano Beach, would require seventy-five trucks and fifteen to twenty crews for a 90 day debris removal completion. (Depending on the City's direction for time completion), CrowderGulf will assign the necessary resources to the damaged area and begin removal procedures within 48 hours of establishing an approved recovery plan. CrowderGulf uses an ICS approach for management and control during operations. Each project manager will be assigned no more than 5 to 7 debris removal crews and will report daily to the Senior Project Manager. Additional Management staff will be assigned to assist with TDSRS development. Grinders and or air curtain burners will be deployed for use within forty-eight (48) hours of the start of debris removal. Our documentation and emergency management specialist will be onsite to train local personnel who will be working at each TDSRS office. All documentation will be available online for review by the City. Updates will be given to the City's Debris representatives by our Senior Project Manager every morning. CrowderGulf will have an experienced marketing team on site that can /will prepare and present public notices via radio, newspaper and TV if requested.

Actual Example

Polk County, FL experienced a Scenario 5 event after Hurricane Charley in 2004. CrowderGulf removed 1,816,980 cubic yards from Polk County alone in just a few months time. The damage from the hurricane was spread throughout numerous counties and required significant resources deployed in a short amount of time. CrowderGulf had tremendous success in the recovery effort and still holds valued relationships with all the communities affected. Overall we removed, reduced and disposed of over six (6) million cubic yards of debris in Florida after Hurricane Charley.



EVENT TYPE 6: CATASTROPHIC EVENT – SITE MANAGEMENT – CITY WIDE

Response

In addition to the resources and deployment times described above, CrowderGulf will proceed with the details included in the City's specific Disaster Plans. This Plan will be reviewed and modified as necessary to meet the specific needs of the event. CrowderGulf will all be familiar with the details of this Plan from the yearly review and training. This Plan will include contact information for all involved parties, required response times, pre-positioned equipment staging areas, critical emergency routes, high priority clean-up sites, Temporary Debris Staging and Reduction Sites, preferred landfills and reduction methods. Depending on the location of the TDSRSs, all necessary licenses, permits and other approvals will be identified and prepared prior to an event. Most catastrophic events require more than public right of way debris removal. In the cases in which public property debris removal is necessitated, CrowderGulf can assist the City with right of entry agreements.

Actual Examples

In CrowderGulf's forty (40) plus years in the debris removal business, we have worked catastrophic events for numerous cities and counties across the United State. Examples include the counties of Galveston, Montgomery and Jefferson, TX, following Hurricane Ike in 2008; Calcasieu Parish, LA, following Hurricanes Katrina and Rita in 2005; and Baldwin County, Alabama, following Hurricane Ivan in 2004.

CrowderGulf was already working throughout Florida after Hurricane Charley in 2004 when Ivan hit the Florida Panhandle and coastal Alabama. In Baldwin County, AL, CrowderGulf was on scene within 24 hours upon NTP, clearing emergency routes, working alongside utility restoration crews and removing storm generated debris from County rights-of-way.

We worked with Public Works Engineers, Emergency Management and Solid Waste staff to follow their Debris Management Plan and quickly and efficiently opened and maintained ten TDSRS sites in order to successfully remove and dispose of almost 2 million cubic yards of debris from Baldwin County alone. At the same time, immediately after Hurricane Ivan, we were activated in Escambia County, FL as well as numerous other municipalities in AL and FL. We were successful in the timely completion of all our contracts and to the satisfaction of our Clients.

Please reference CrowderGulf's detailed Debris Management Plan which includes our Company Sub-contractor plan.

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D. Debris Management and Response Plan

A. Principals of Project Management

1. Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA (FEMA 325 Debris Management Guide), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

2. Responsiveness

CrowderGulf will be in contact with the City's Debris Manager at least 48 hours prior to a hurricane making landfall or immediately upon the occurrence of any debris generating event within the City. Within (12) hours of receiving a Notice to Proceed (NTP) CrowderGulf will have our Management team report to the City representative for operations planning and mobilization of personnel and equipment. Mobilization for PUSH operations will begin within 12 - 24 hours of NTP and we will be fully operational and hauling debris within forty eight (48) hours of initial NTP. In addition, we will have a Debris Management Site (DMS) fully operational for reduction and disposal of debris within seventy-two hours of the Notice to Proceed. CrowderGulf will maintain full debris hauling operational capacity seven days a week during daylight hours until completion of the project to the satisfaction of the City. The DMS may, if required to meet the needs of the City, operate twenty-four (24) hours per day.

3. Reimbursement Assistance

CrowderGulf's debris management staff consists of previous FEMA Regional Directors and Deputy Directors, City Emergency Management Directors and emergency operations personnel with over 20± years of experience in working State and Federal Disaster Declarations. CrowderGulf is prepared to share its knowledge and experience concerning reimbursement matters with City personnel in order to obtain maximum reimbursement by utilizing accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist with:

- Estimating debris volumes for initial damage assessment
- Developing Project Worksheets/Damage Survey Reports
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process and reviewing all records to assure that they meet federal and state reimbursement guidelines
- Orientating and training City personnel on requirements for quality and quantity of required documentation
- Assisting in closeout and final audit
- Assisting with Hazard Mitigation Planning efforts
- Providing Assistance and training on FEMA Disaster Assistance policy changes

4. Corporate Support On-Site Operations

Daily operational decisions and daily communications with the City will be facilitated by the CrowderGulf on-site Management team. If needed, one or more field offices will be set up immediately upon NTP. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations. The Team will be fully reinforced at all levels by logistical support, records management/ storage, report development and other operations at CrowderGulf's main office in Theodore, Alabama. This office will serve as the disaster administration office throughout the project.

5. On-Site Project Management

CrowderGulf employs National Incident Management Systems (NIMS) principles in our command structure, planning, operations, logistics and administration. This will not only facilitate an easy interface with the City's Emergency Operations Center, but also ensures maximum quality control by limiting the span of supervision for individual field managers. Each of these key roles identified below is critical to an effective CrowderGulf emergency debris response and must possess a high degree of professional experience, skill, and leadership ability.

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B. Pre-Planning - Readiness Planning and Training

On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions. In addition, our Debris Reduction specialists will be available to review and advise on potential Debris Management Sites. Preparedness training will be tailored to the City's needs and requests.

C. Debris Operations Plan

The CrowderGulf **Debris Operations Plan** establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific work plan. This ensures that our personnel and equipment will be mobilized and in place to remove and reduce debris in the most efficient and effective manner and with the least possible impact to citizens.

The amount of damage that occurs during a natural disaster and the effort required to restore the affected areas varies with each situation. CrowderGulf's comprehensive **Debris Operations Plan is a flexible strategy that integrates Critical Operations and Support Functions** to insure the most efficient and cost effective debris management for the City of Pompano Beach. These Operations and Functions are identified below and fully defined in the following sections. Each is integral to a comprehensive debris management effort.

Critical Operations (action items that are set in motion by an event)

1. Mobilization
2. Debris Emergency Response
3. Debris Recovery Operations
4. Documentation and Reimbursement

Essential Support Functions (support functions for Critical Operations)

1. Readiness Support and Training
2. Subcontracting
3. Quality Control
4. Health and Safety
5. Environmental Sensitivity
6. Public Relations



The **Debris Operations Plan** was developed with only one objective – to assist Clients that have suffered the effects of a disaster return to normal as quickly, as efficiently and as inexpensively as possible. The Plan's components have been the cornerstone of all of CrowderGulf's disaster relief efforts for the past forty (40) years.

When an event is likely to occur, all stakeholders are put on alert and resources are marshaled. Immediately after the event occurs, Mobilization of human and equipment resources is begun in anticipation of the initial Debris Emergency Response or "PUSH" period. As additional resources flow to the impacted areas, Debris Recovery Operations – the most demanding phase - is initiated. This is the phase in which CrowderGulf delivers what it has promised and makes certain that debris is removed and reduced as quickly and as efficiently as possible. Throughout the operation, the Documentation of all work must be completely and accurately documented in order for Reimbursement to occur. CrowderGulf's documentation department maintains thorough records and provides ongoing communication with Clients to ensure all necessary information is provided to support reimbursement from FEMA. References from past projects will support our history of providing excellent documentation required for reimbursement.

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The four Critical Operations described above - **Mobilization, Debris Emergency Response, Debris Recovery Operations and Documentation and Reimbursement** - form the central core of the CrowderGulf Debris Operations plan. These elements are supported and enabled by six Essential Support Functions. Although not as visible during the debris management process, each support function - **Readiness Support and Training, Subcontracting, Public Relations, Health and Safety, Quality Control and Environmental Sensitivity** - is fundamentally important to CrowderGulf being able to provide a successful debris management effort. All of these elements are discussed briefly in the following sections.

CRITICAL OPERATIONS

1. Mobilization

a. Alert and Team Notifications

If there is advanced notice (i.e., a hurricane), this phase will commence as soon as a disaster appears to be a credible threat to the City of Pompano Beach. The CrowderGulf call-down list will be checked to verify accuracy. Field Project Managers and Field Supervisors will be advised to check e-mail and voice mail at least twice a day, and additional communication devices and cell phones may be distributed to key personnel.



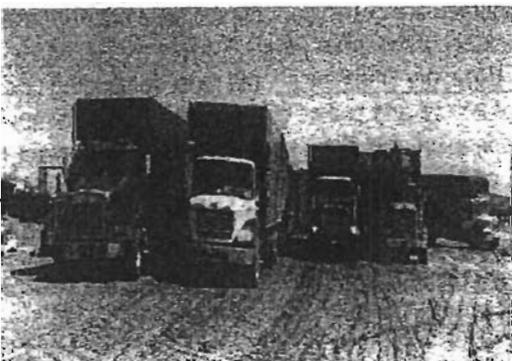
The CrowderGulf Director of Operations will assess the information received from the National Weather Service and in consultation with the City's Debris Manager will determine the necessity for a full notification action. If it is determined that notification is needed, he will direct activation of the CrowderGulf Calling Plan with stand-by instructions for individual contractors / subcontractors to be notified. Specific individuals will be called and, in turn, they will call additional CrowderGulf employees in a rapid cascading manner. This list of calling assignments is kept current with no less than two exercises per year if not exercised for a legitimate activation preparation.

b. Preparation

Based on the high probability of a known event, the Director of Operations (DO) will direct initial preparation of manpower and equipment. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. The Director of Operations will manage the commencement of mobilization, the tasking of the support units, and the dispatch of managers, crews and equipment.

c. Mobilization of Resources

CrowderGulf shall contact the City's Debris Manager a minimum of forty eight (48) hours prior to a hurricane event or immediately upon the occurrence of a major disaster or debris generating event in which there is no advance warning.



Mobilization will take place immediately upon receipt of a Notice to Proceed (NTP) and in accordance with requirements as defined by the City's Debris Manager. Within eight (8) hours of receiving the Notice to Proceed, CrowderGulf management team will be working on site with the City and its Debris Manager to begin planning the required mobilization and operations for debris removal. Debris removal from streets and roads ("PUSH") shall begin within (12) hours of receipt of the Notice to Proceed and reduction and disposal operations shall be in full operation within forty-eight to seventy-two (48-72) hours.

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The severity of the disaster will determine how many employees and/or subcontractors will be assigned to a specific disaster event. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf/ personnel and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to effectively manage and handle the disaster recovery effort. Specific management personnel that will be assigned to this contract are provided in later sections of this proposal.

d. Staffing the Emergency Operations Center

CrowderGulf will commit a senior employee to be stationed in the City of Pompano Beach Beach's Emergency Operations Center to coordinate plans for debris operations, communications and scheduling with the City's Emergency Management personnel. If requested by the City, this senior management representative will be on site in the Emergency Operations Center prior to storm landfall.

e. Staging of Resources

When a disaster is imminent, we will review the need for staging equipment within 100-150 miles from the potential area of impact. Local equipment and resources will be secured in safe locations and readied for mobilization. As soon as the storm passes the area and a Task Order (TO) is issued, equipment and manpower will be staged at a convenient location near the truck certification area for the City.

f. Communications/ Mobile Command Center

Should disaster conditions warrant the need, CrowderGulf will establish a self-sufficient Mobile Command Center, with full **communications capability**, in the disaster area and dedicate it solely to the recovery effort. If needed or requested, our Command Center will be provided to the City to serve in the field as its command unit.

The Command Center, or field office/s, will be set up within 24-48 hours after activation. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations.

Each Command Center has two gas powered generators that supply power for the following:

- Multiple work stations with LCD computer/TV monitors, with copier/fax/scanner capability
- A conference room with a large table and a 42" plasma monitor/TV
- Two satellite TV receivers
- VSAT for broadband internet and VoIP lines



CrowderGulf's management team, all supervisory personnel, and crew foremen will use company radios, digital radio/telephones, and/or cellular phones. All drivers and subcontractor supervisory personnel will be required to have radios and telephones in their vehicles. **Upon request, we will furnish key City personnel with our system radios.**

g. Operational Support

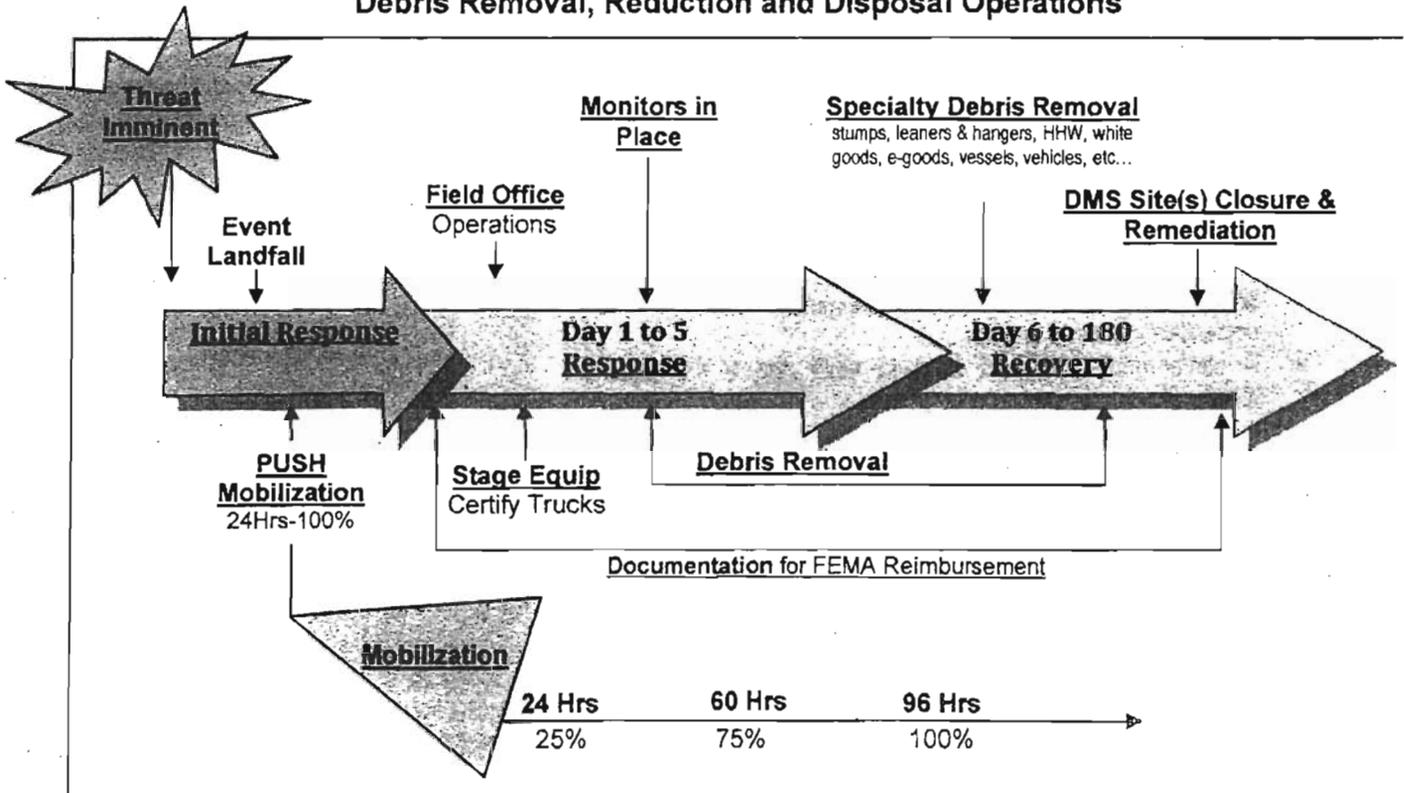
CrowderGulf's main office will serve as headquarters for "back-office" operational support and documentation center. Throughout the project, this office will support field operations on all levels and maintain backup files and records for reimbursement.

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h. Mobilization Parameters

- Providing an advance CrowderGulf representative to the City's Emergency Operations Center **twenty four (24) hours** prior to a predicted event such as a hurricane.
- Providing an Operations Manager and team on-site within eight to twelve (8-12) hours of Notice to Proceed to assist in planning for the operation and mobilization of personnel and equipment necessary to perform the work.
- Staging personnel and equipment in close proximity to the City to provide rapid deployment after the storm, while protecting those assets from damage/destruction by the event.
- Mobilizing resources and being operational for clearing debris and opening critical routes ("PUSH") **within twelve (12) hours of NTP if requested by the City.**
- Being fully operational for hauling, sorting, and storing of debris **within forty-eight (48) hours of initial NTP.**
- **Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.**
- Maintaining full operational capability, **twenty-four (24) hours per day, seven (7) days per week for an extended period of time.**
- **Being able to clear all debris from all City maintained streets, roads and highway rights-of-way within ninety (90) days from initial NTP or sooner to meet the City's requested completion date.**
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
- Being able to complete the entire debris management process from initial clearance through final disposal within **one hundred eighty days (180) from Initial NTP.**

Response and Recovery Timeline for the City of Pompano Beach
Debris Removal, Reduction and Disposal Operations



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2. Debris Emergency Response

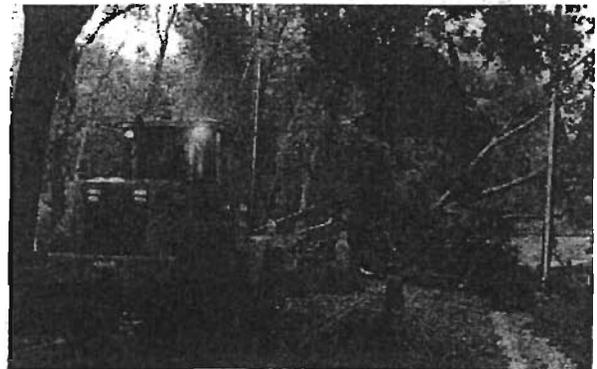
Collection operations are normally broken into two phases: response and recovery. Debris Response activities occur immediately after an event in order to clear emergency access routes. Debris Recovery operations usually begin after the emergency access routes are cleared and the residents return to their homes and begin to bring debris to the public rights-of-way.

The Debris Response phase includes immediate actions for the removal of debris in order to facilitate search and rescue efforts, allow access to critical facilities, and prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event.

During Debris Response, CrowderGulf will conduct an emergency "PUSH" of critical streets and roads sufficient to allow for the movement of emergency vehicles. "PUSH" crews can be on-site and working within hours of an event. City staff shall determine priorities for "PUSH" activities with primary emphasis on major thoroughfares. Multiple crews will be conducting emergency "PUSH" activities within twelve (12) hours of receipt of a Notice to Proceed.

The following is an example a Debris Response priority list:

- Fire, police, and ambulance service routes
- Access routes to trauma centers, hospitals, critical care units, and jails
- Major arterial routes
- Roads and streets to the emergency operations center
- Supply routes to emergency supply distribution centers
- Roads and streets to government facilities
- Communication towers and systems access
- Utility access routes
- Routes to shelters
- Routes to the debris management centers



All other roads and streets are normally cleared as soon as the emergency and major access routes are opened and the City transitions to the recovery operations.

3. Debris Recovery Operations

Debris Recovery Operations focus on collecting the debris, reducing and/or recycling, and final disposal. Development and operation of a debris management site is considered a recovery activity as well. Several of the major components of Debris Recovery, such as planning for debris pickup routes, certifying hauling trucks, determining and developing temporary debris management areas, usually begin during the Response period.

a. Collection Methods

The fundamental component of a disaster debris management strategy is the collection of debris. Implementation of disaster debris collection immediately after a disaster event will assure the public that recovery efforts are in progress and that the community will return to normal quickly. The debris type, amount, and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers. Both types of collection methods may be used and will be determined by the City.

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Curbside Collection

Curbside collection parallels normal garbage and trash collection operations. Debris is placed at the curb or public rights-of-way by the residents for collection.

- **Source-Segregated Debris Collection**

Residents should be directed to sort the debris by material type and place it at the curb in separate piles. Trucks designated for a particular debris type will collect the assigned debris and deliver it to a temporary staging area, a debris management site or a disposal facility. Source-segregated debris collection offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally sensitive debris, such as household hazardous waste and white goods.

- **Mixed Debris Collection**

Collecting mixed debris by the City allows for residents to place all debris types in one specified area, usually along the public right-of-way in front of their residence. While this is the most convenient for the public, it does not facilitate effective recycling and reduction efforts, as the debris will need to be handled multiple times. This method prolongs recycling and reduction efforts and increases operational costs.

Collection Centers

The second type of collection method relies on having residents transport their debris to a common location. Large roll-off bins may be placed on public rights-of-way or public property for the residents to bring their debris for collection. This is well suited for rural, sparsely populated areas where curbside collection is not practical. Separate bins can be designated for particular types of debris. If Collection Centers are used by the City, they must be monitored to ensure only City citizens use the Center and all debris is storm-related eligible debris.

b. Debris Types

The City of Pompano Beach will determine the scope of the debris to be managed under this contract. However, CrowderGulf is prepared to assist the City in hauling, reducing and disposing of all eligible debris types in accordance with FEMA 325 guidelines. These include: vegetative debris, construction & demolition (C&D) debris, hazardous wastes, white goods, household hazardous waste (HHW), electronic waste, abandoned vehicles and vessels, putrescent debris, infectious waste, chemical, biological, radiological, and nuclear-contaminated debris.

c. Debris Hauling

After the emergency "PUSH" phase is sufficiently complete, CrowderGulf will proceed to clear debris from all City public property, public right-of-ways, streets, roads, easements and private property (as directed by the City) in a timely and efficient manner. All vegetative debris shall be hauled to a debris reduction site as designated by the City. All non-burnable debris and C&D debris will be hauled to a DMS or permitted landfill as determined by the City.

The debris hauling process will include the following elements:

- **Truck Certification**

All debris hauling trucks will be certified by the City or representative before any hauling begins. The inside bed dimensions of all trucks will be accurately measured and all safety requirements will be checked and approved. This information along with the description and picture of the truck, driver's name, license and tag number will be recorded on the FEMA compliant certification forms provided by CrowderGulf. The City will retain the original copy of the form and provide CrowderGulf and the driver with copies. The driver's copy must remain in the truck at all times. A placard displaying the trucks identification and measurement information will be displayed on both sides of the vehicle at all times. Specific truck documentation requirements are discussed in the Documentation and Reimbursement Section of this proposal.

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- **Sectioning and Crew Assignments**

Upon Notice to Proceed, CrowderGulf will assist the City in assessing damage and developing a specific plan of action. The affected areas will be divided into sections and then assigned crews, subcontractors, and equipment. All areas will be served simultaneously.

- **Passes**

CrowderGulf will make as many passes as the City may direct in order to successfully complete the debris removal process. Normally, a few days may need to elapse between each pass so that the citizens have time to get their debris to the ROW.

- **Daily Coordinated Issue Management Meetings**

Daily meeting will be held between the Field Project Manager, Field Supervisors, the Subcontractor Crew Foremen and representatives from the City of Pompano Beach to discuss progress, needed adjustments and other issues. Decisions to increase/decrease manpower and/or equipment or change work areas will be made with approval of the City.

- **Accurate Record Keeping**

CrowderGulf utilizes a number of systems to assure accurate truck certification and debris hauling information. Production reports, shift inspection checklists, safety meeting reports, quality controls, daily crew and equipment usage reports are some of the Quality Control measures used to provide accuracy in the documentation process.

Using the most appropriate technology provides the necessary information to make decisions during the recovery operation. It also improves our ability to provide all documentation needed for our Client's to be successful with maximum reimbursement from FEMA and other agencies. Details of our documentation procedures are fully described in the Documentation and Reimbursement section of this proposal.

- **Safety Measures**

The Safety Manager and Safety Officers will monitor all safety procedures and daily reports of accidents and/or property damage. The Safety Manager or designee will also be responsible for coordinating and conducting safety meetings with crewmembers and subcontractor personnel.

Safety is critical throughout all operations and is discussed later within this Debris Operations Plan.

- **Truck and Equipment Maintenance**

Well maintained trucks and equipment are essential for efficient operations. CrowderGulf's crew foremen, subcontractor foremen, and the Field Project Manager will be responsible for keeping all trucks and equipment in good working condition and prepared for each workday. A CrowderGulf mechanic will be on the job for troubleshooting and maintenance of equipment. Local mechanic shops will also be utilized.

- **Traffic Control**

CrowderGulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, barricading, safety equipment and communications devices will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with applicable federal, state, local laws, regulations and ordinances.

- **Crew Sizes**

The size of debris loading crews will be dictated by the severity and localization of damage. Each crew foreman will be experienced in organizing and directing debris crews and will be provided with sufficient chain saw operators, flagmen, laborers and knuckle boom operators to assure rapid and efficient debris removal. **An example of a Crew is demonstrated in the chart below:**

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4. Documentation and Reimbursement

Over the past 4 decades, CrowderGulf has seen extensive changes in FEMA required documentation. We continuously update our employees on these changes to ensure we provide our clients with accurate and complete documentation to assist in the reimbursement process.

As the field work is completed, FEMA auditing will begin. This procedure is often a more daunting task than the actual debris removal. CrowderGulf has successfully worked with many monitoring companies as well as directly with municipalities to ensure that all documentation is complete and correct. Throughout the invoicing and auditing process, we are responsive to all FEMA and applicant/client requests. Because of our thorough record keeping, we are able to provide documentation and answer questions with a rapid turnaround. This will become extremely important when the City of Pompano Beach is seeking FEMA reimbursement.

CrowderGulf works closely with all regulatory agencies to assure minimum issues in our disaster management efforts. Over the past twenty years, **ninety-eight percent (98%)** of CrowderGulf's work has been with Counties that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

As an example of our competence, in June, 2010, a CrowderGulf Client requested assistance with a FEMA audit for work completed in 2005, after Hurricanes Katrina and Wilma. Consequently, one of our senior managers spent four weeks working onsite with the Client, as well as 1,000 plus hours of work time on the project researching and preparing documentation requests for FEMA. All of our time and assistance was provided to the Client at no cost. This is how we treat every client, we are committed to 'going to the mat' with them to make sure that our documentation is complete, accurate and provided in whatever format FEMA requests.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist the City in complying with FEMA guidelines and completing all documentation required by FEMA, FHWA or the Office of Inspector General. **Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327).**

CrowderGulf will share its knowledge and experience concerning reimbursement matters with the City. The goal is to obtain maximum reimbursement by utilizing extremely accurate record keeping and exacting quality control measures.

Specifically, CrowderGulf will assist the City with the following:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessment
- Identifying eligible and ineligible reimbursements

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- Documenting every element of the recovery process
- Reviewing all records to assure that they meet federal and state reimbursement guidelines
- Providing various levels of training for City employees
- Documenting all facets of work to support the claim process

a. Documentation for Debris Hauling

In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

Phase One - Truck Certification and Accountability

All debris hauling trucks will be certified in accordance with FEMA 325 regulations. Part of the certification procedures includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.

Documentation procedures include:

- Measuring the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety requirements check is part of the certification process
- The City's representative, CrowderGulf and the driver(s) will each retain a copy of the completed *Truck Certification Form*. The form may look different if electronic ticketing is used but will provide the same information.
- Truck information will be entered into our database program
- A Capacity Certification Log will be printed after all of the truck data has been entered. The log is used in the field as a quality control tool.
- All tower inspectors will be provided with a current Capacity Certification Log to ensure that the integrity of the documented physical structure of each truck has not been altered in any manner that would adjust the measured cubic yard capacity of the truck bed
- All equipment will be affixed with signs or markings indicating the owner's name and equipment identification number.

Phase Two - Debris Load Ticket Completion and Utilization

The term "load ticket" refers to the primary debris-tracking document. A load ticket system tracks the debris from the original collection point to the DMS or landfill. By positioning the client's debris monitors at each point of the operations (collection, DMS, and/or final disposition), the eligible scope of work can be properly documented. This is how the Client will document and track the debris from the initial collection location to the DMS and final disposal location.



This process includes the following procedures:

- Completion of a five part *Debris Load Ticket* (see example) for each truckload of debris to serve as a check and balance tool for the debris documentation
- City/Municipal representative(s) at the loading site(s) will inspect each loaded truck, legibly and accurately record the required data on the ticket, and provide the debris hauler with all ticket copies to take to the staging/disposal site.
- When electronic ticketing is used, the load information will be provided in a different form similar to a paper ticket and the information captured will be the equivalent of what is written on the paper ticket. The accuracy of truck information and the load location is increased with electronic ticketing because the GPS coordinates are recorded.

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- City/Municipal representative(s) at the staging/disposal site(s) inspection tower will take the ticket from the driver and complete the quantitative data (CY) for the load of debris. If loads are being recorded in tons, the trucks will cross the weight scales entering and leaving the DMS. This allows the gross weight and the net weight of the truck to be recorded. The difference between the two weights will yield the TARE weight, which is the weight of the load of debris.
- City/Municipal representative(s) retains the original paper ticket and provide a copy to the truck driver and to the CrowderGulf representative in the tower.
- CrowderGulf representative collects load ticket copies and at the end of each day takes them to the field office for quality control and scanning to the main office.
- Field office personnel upload scanned tickets and documents to CrowderGulf's secure web based site where they are downloaded by home office personnel and entered into our database.
- When electronic ticketing is used, real time data will be available to CrowderGulf and the City/Municipality via the web. The data is downloaded from the website directly into our database or excel spreadsheet.

Accurate completion of these two phases of quantitative and descriptive debris data is imperative to the Client for cost reimbursement requests from the State and/or FEMA. When electronic ticketing is used, the above steps are slightly modified while still maintaining the quality of the information requirements.

b. Document Management and Accounting

CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation to FEMA, FHWA, and any other agency that provides reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical.

Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originated in the field by City representatives and CrowderGulf's personnel. Throughout the project, FEMA 325 requirements will be followed and will serve as the foundation of our documentation/accounting systems.

CrowderGulf uses several technological tools to capture, organize, store, and reconcile required documentation. Technology has made the documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. This technology requires capable, well-trained personnel with the commitment to ensure accurate completion of all documentation. CrowderGulf is able to provide both the technology and the human resources needed. Further, we employ and train local citizens to work with us on all of our projects. Local citizens provide valuable help to our team while learning new skills.

Due to technological advances and lessons learned on past disasters, CrowderGulf is able to utilize a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the City or their representative, CrowderGulf will easily adapt our data capturing procedures to accommodate all requirements.

c. Secure Web-based File Share Site

Specifically, we utilize a secure Web-based File Share Site to communicate and transfer information and documentation throughout the year to our clients and to our subcontractors and vendors.

- **Clients** are given a password that allows access to a secure web-based site. This allows CrowderGulf to immediately provide daily reports, copies of load tickets, truck certifications, or any other documentation requested, regardless of the size of the file. This has worked well for us since 2008 after Hurricane Ike.
- **Subcontractors and vendors** can register and communicate with us throughout the year by logging on to our Website (www.crowdergulf.com). They send required documentation to our Disaster Assistance Office (DAO) which is entered into a database exclusively used to track subcontractors. Our subcontractor manager is able to track subcontractors' compliance in providing the necessary insurances, e-verify registration, document appropriate equipment, and keep the subcontractor information current.

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- **CG Personnel** in the field offices, during an activation, are given a secure password that allows them to upload scanned documents to the web-based site to allow all team members, no matter their location, to have access to vital time sensitive documents. Daily load tickets and truck certs are also uploaded for DAO retrieval and data entry and storage. This allows data entry to begin and stay current with each days performance. In the past, load tickets were either entered into a database in the field or mailed to the home office for data entry. Our technological advances have cut time and money in half by speeding up this access.
- **Monitoring Firms** are also given access to the web-based site to allow the exchange of pertinent documents needed by all parties no matter the size of the document. In the past, we have exchanged contract documents needed by the monitoring firm to be able to confirm and validate that the tasks being performed are being documented and completed according to contract specifications. These documents are shared in minutes instead of days. Monitoring firms also use this site to exchange image copies of documentation in the reconciliation process.

d. Documentation and Image Capturing

CrowderGulf's database is specifically designed to capture quantitative and descriptive debris data. Using high feed scanners in the field, to upload through a secure web based site to the DAO for data entry, allows ticket images to be stored directly in the database and linked to the data for more accurate data entry. These images or tickets can be easily and quickly exported as PDF documents as needed in the reconciliation and audit processes. Having this documentation at our fingertips is an invaluable tool and allows us to serve our clients with the utmost efficiency.

Below is an example of the CrowderGulf database and document capture capability:

Debris Load Ticket Form 4/25/2012 1:27 PM

% CG Load Ticket Finished

Entered By:	Ticket Number:	Truck No.:	Sub-Contractor:
80	B171896	023675	Dawn T.J. Dusk
House#:	Street Address:	Zone:	Load Time:
105	John Cabot Ct	CH	9:30 AM
Disposal Site:	Stumpy Point:	Truck Type:	
		CBD	
Truck Cap.:	% Load:	Calc Load:	
72	95	68.4	
Disposal Time:	Disposal Date:	Private Community:	
10:15 AM	10/6/2011	Collington Harbor	
Comments:	Time 1 pm - 1:00 2 pm - 1:00 3 pm - 1:00 4 pm - 1:00 5 pm - 1:00 8 pm - 1:00		
Ticket #'s 121896-121897			

Get Next Document

Administrative Use Only

Document: \\file.srv\nmagn\Access\000051FC.pdf

Attach Remove Doc

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e. Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that will be required in order to address storm damage unique to the specific location. Each project will be preceded by a specific task order outlining the parameters of the job and the pay rates associated with the work. Detailed documentation that meets FEMA 325 requirements will be kept for each project. Daily reports will be provided to Client for all work completion and work completion projection.

f. Reports and Information Accessibility by the City of Pompano Beach

Inclusive in the same database are report formats that give us the capability to conform to the unique differences of each disaster event. Reports can be generated to capture specific City requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process. At a minimum, we will provide the City with the following reports:

- Daily and weekly reports of material hauled, number of loads hauled, total cubic yards hauled, total cubic yards hauled by debris type, total cubic yards hauled to DMS
- Load location of each load hauled as reported on load ticket
- Other customized reports as requested

Reports may be provided in Excel format, Access report format, Word report format or PDF format. City personnel will use a password to log on to the CrowderGulf secure web based site and access daily and weekly progress reports and other documentation requested. Access to all load tickets and truck certifications will also be available.

CROWDERGULF DEBRIS MANAGEMENT										
Load and Haul Debris										
Daily Debris Removed Report										
Dade County, NC										
DEBRIS REMOVED ON 3/6/2011					REPORT DATE		Sunday, April 29, 2011			
Date	Ticket #	Debris Type	Delivered To	Truck #	Capacity	% Load	Load	(CY)		
08-20-11	0104108	C&D	Stump Point	033884	48.00	55	25	25.95		
08-20-11	0104108	C&D	Stump Point	033884	48.00	60	29	29.40		
08-20-11	0104274	Vegetative	Stump Point	033875	72.00	65	46	46.40		
08-20-11	0104275	Vegetative	Stump Point	033876	58.00	65	38	38.36		
08-20-11	0104276	Vegetative	Stump Point	033879	58.00	70	40	40.60		
08-20-11	0104277	Vegetative	Stump Point	033880	48.00	70	34	34.70		
08-20-11	0104278	C&D	Stump Point	033877	53.00	70	37	37.10		
08-20-11	0104279	Vegetative	Stump Point	033878	48.00	70	34	34.30		
08-20-11	0104280	Vegetative	Stump Point	033878	53.00	70	37	37.10		
08-20-11	0104281	Vegetative	Stump Point	033878	48.00	70	34	34.30		
08-20-11	0104282	Vegetative	Stump Point	033878	53.00	70	37	37.10		
08-20-11	0104283	Vegetative	Stump Point	033878	48.00	70	34	34.30		
08-20-11	0104284	Vegetative	Stump Point	033878	53.00	70	37	37.10		
08-20-11	0104285	Vegetative	Stump Point	033878	48.00	70	34	34.30		
08-20-11	0104286	C&D	Stump Point	033878	48.00	63	31	31.08		
08-20-11	0104287	C&D	Stump Point	033877	53.00	63	29	29.15		
08-20-11	0104288	C&D	Stump Point	033878	53.00	65	28	28.40		
08-20-11	0104289	C&D	Stump Point	033884	48.00	65	23	23.56		
08-20-11	0104290	C&D	Stump Point	033880	50.00	75	37	37.50		
08-20-11	0104291	C&D	Stump Point	033884	48.00	60	29	29.20		
08-20-11	0104292	C&D	Stump Point	033883	50.00	60	30	30.00		
08-20-11	0104630	C&D	Stump Point	033884	48.00	60	29	29.20		
08-20-11	0104631	Vegetative	Stump Point	033883	50.00	70	35	35.00		
08-20-11	0104632	Vegetative	Stump Point	033881	48.00	65	31	31.55		
Dade County, NC					Avg Load Factor: 10.2		Daily/Cu Yds		869.90	

g. Reconciliation and Invoicing

An important aspect of the documentation process is the reconciling of all the truck certifications and load tickets prior to invoicing. CrowderGulf has earned a solid reputation with clients and monitoring companies by working closely with them to ensure that data reconciling is completed before invoicing. Using our database as it was designed has sped up the reconciliation process greatly. Whether reconciling with a monitoring company or with our clients direct, this database has all the information we need to expedite this process.

After reconciliation is complete, we have data that everyone agrees on and we are ready for invoicing. All invoices will be fully supported by load tickets and other required documentation. CrowderGulf is very flexible in generating invoices. We have many clients that request the invoices in different ways, such as a dollar amount limit per invoice, designated work period on an invoice (i.e. one week per invoice), or invoices separated by tasks. We strive to accommodate our Clients by adapting to their preferred format and following their specifications.

INVOICE

Invoice No.: CSV082608-001R
 Date: 3/8/2009
 FEMA Number: FEMA-1791-DR-TX
 Hurricane Ike

CrowderGulf
 5435 Business Parkway
 Theodore, Alabama 36582
 251-459-7430 Phone
 251-459-7433 Fax

To: City of Bayou Vista
 2828 Hwy 8
 Bayou Vista, TX 77583

Attn:

Period Covering: 9/23/2008 through 9/25/2008

Description	Cubic Yards	Rate/Cubic Yard	Total
Hauled Debris from ROW Directly to Final Disposal Site			
Allied Waste C&D	3,185.70	\$9.00	\$28,671.30
Waste Management C&D	272.90	\$9.00	\$2,456.10

Note: Any tipping fee, if applicable, will be billed on a separate invoice as it pass through cost to the County based on incoming cubic yards
 See Backup Documentation Attached
 If you have any questions, please call Gine Willey 251-459-7430

TOTAL: \$31,127.40
 Less 10% Retainage: \$3,112.74
TOTAL DUE: \$28,014.66

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Having reconciled the data prior to invoicing makes the invoicing documents easier to read from FEMA's standpoint and speeds up the audit or reimbursement process for our clients. Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and the available resources by the City, the payment schedule may be modified to allow more time to pay the invoices. CrowderGulf is able to accommodate these situations due to our strong financial stability.

h. Documenting and Resolving Damages

We are well aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community. During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during the work.

Citizens will be provided an avenue to report damages. One option will be a citizens' hot line. The City, the monitoring company, or CrowderGulf may provide the hot line. Regardless of the method chosen to provide the information, CrowderGulf is committed to resolving the damage complaint as quickly as possible to the satisfaction of the City and the citizens.

We will employ a Claims Resolution Person (CRP) to handle all property damages that may occur during the recovery process. If possible, a local resident with excellent communication and negotiating skills will be employed to fill this position. This person will be tasked with responding to and amicably resolving all incidents that may occur.

As soon as CrowderGulf's CRP receives a damage report, the following procedures will be implemented:

- Within 48 hours of a written report by the Project Manager, homeowner will be contacted by the CRP to inspect the damage.
- CRP will inspect damage and discuss resolution options with the homeowner.
- A resolution agreement will be determined between the homeowner and our CRP.
- The CRP will document all contacts with the homeowner and the resolution decision reached (see form below)
- Property will be repaired or damages will be paid, depending on reasonable method homeowner chooses.
- CRP will conduct a follow-up visit to ensure that the homeowner is satisfied with the resolution.
- The CRP will have the homeowner sign a damage claim release that indicates that the problem has been successfully resolved and no further action will be taken or required.
- CRP will provide regular updates on status of all damage claims and resolutions to CrowderGulf's Project Manager and Documentation Manager.
- All damage claims documentation is kept on file for a minimum five to seven years. Documentation is available to the City at any time.
- CrowderGulf maintains a database with information and documentation for each claim, including pictures and releases.

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CrowderGulf Damage Report Form
Damage Claim * Investigation * Receipt & Release

Damage Claim Reporting Information

Claimant Name		Claimed Date		Amount of Claim	
Address		City		State	
Main ()	Cell ()	Work ()	Other		
Company Name		Address of Company		City	
Main ()	Cell ()	Work ()	Other		
Description of Damage					

Investigation

Date	Time	Location
Description of Damage		

Investigation & Resolution Checklist

- Phone Call to Owner
- Photo Document Damage Site
- JD Lien Ticket(s) for property
- JD Sub Responsible
- Notify Sub Responsible
- Execute repairs
- Release Signed

Use back of this form to report additional information.

Receipt & Release

FOR AND IN CONSIDERATION of the payment to me in the amount of _____ (\$ _____) DOLLARS, the receipt of which is hereby acknowledged, for work performed by CrowderGulf Joint Venture, Inc. (CGJV) and its employees, agents, and service discharge CrowderGulf, Joint Venture, CrowderGulf, and _____, I, _____, hereby agree to protect, defend, indemnify, and hold harmless the relevant party, as described above, and from any and all claims or actions that have been asserted or may be asserted, in any way arising out of the aforementioned damage to my property, including the damage to one aluminum vehicle.

FOR FURTHERMORE, I acknowledge that I have not incurred any personal injury as a result of the removal of debris, including any aluminum vehicle, from my property on or around _____, 20____, and, therefore, I hereby discharge CrowderGulf Joint Venture, CrowderGulf, and _____ from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, and any other losses of any kind or nature, or in any way growing out of, any and all losses and damages personal injuries and property damages resulting from the removal of debris, to include damage to one aluminum vehicle, from my property that occurred on or around _____, 20____.

I, _____, further state that I have carefully read the foregoing Receipt and Release, understood the contents thereof, and sign same in my own free will.

THIS RECEIVED this _____ day of _____, 20____, at _____.

Signature: _____ Witness: _____
 CrowderGulf Representative: _____ Witness: _____

Damage Claim Form used in field.

Screen capture of Damage Claim Form in database.

CROWDERGULF Damage Form

Claim Date: _____ Claim Time: _____ Claimant's Full Name: _____

Main Phone Number: _____ Cell: _____ Work: _____ Other (email): _____ Best time to call Claimant: _____

If Different from Damaged
 Owner Name: _____
 Main Phone Number: _____ Cell: _____ Work: _____ Other (email): _____ Best time to call Owner: _____

Property No: _____ Property Street: _____
 Property City: _____ Property State: _____ Property Zip: _____
 Approximate Date and Time Damage Occurred: _____ Date: _____ Time: _____

Description of Damage and/or Incident: On-ramp Broken near the road.

CG Rep Investigating: _____ Date CG Rep Taken Case: _____ Photo(s): _____

Action Taken: _____

Receipt Release Signed: Name: _____

CrowderGulf maintains all documentation for a period of at least five (5) to seven (7) years, depending on the Clients requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and scanned/electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

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ESSENTIAL SUPPORT FUNCTIONS

1. Readiness Support and Training

CrowderGulf's long and successful history of disaster response and recovery success is, in a large part, a result of continuous Readiness Planning and Training. The Company is dedicated to a year-round cycle of preparation, practice, review and analysis to refine our procedures and processes. We strive for continuous improvement with the goal of exceeding expectations where it matters, in project execution.

Joint training and pre-planning with the City of Pompano Beach will be an important part of Readiness Planning. Additionally, a sound and properly executed debris management plan may better position the City for Public Assistance grants reimbursement should a Federal Disaster be declared.

On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions. In addition, our Debris Reduction specialists will be available to review and advise on potential Debris Management Sites. Preparedness training will be tailored to the City's needs and requests.

Usually, training will consist of all or some of the following topics:

- General Understanding of Disaster Declaration Process
- Understand the Importance of Thorough Documentation in all Processes
- Contract Scope of Work and Scope Of Work Timeframe
- FEMA Debris Removal Eligibility & FEMA Required Documentation
- Responsibilities of the City and the Contractor For Debris Management
- Pre-Event Actions
- Management Team Roles and Responsibilities
- Initial Response & Recovery Operations
- Debris Removal and Monitoring Functions
- Truck Certification Process
- Documentation
- Close Out & Reimbursement

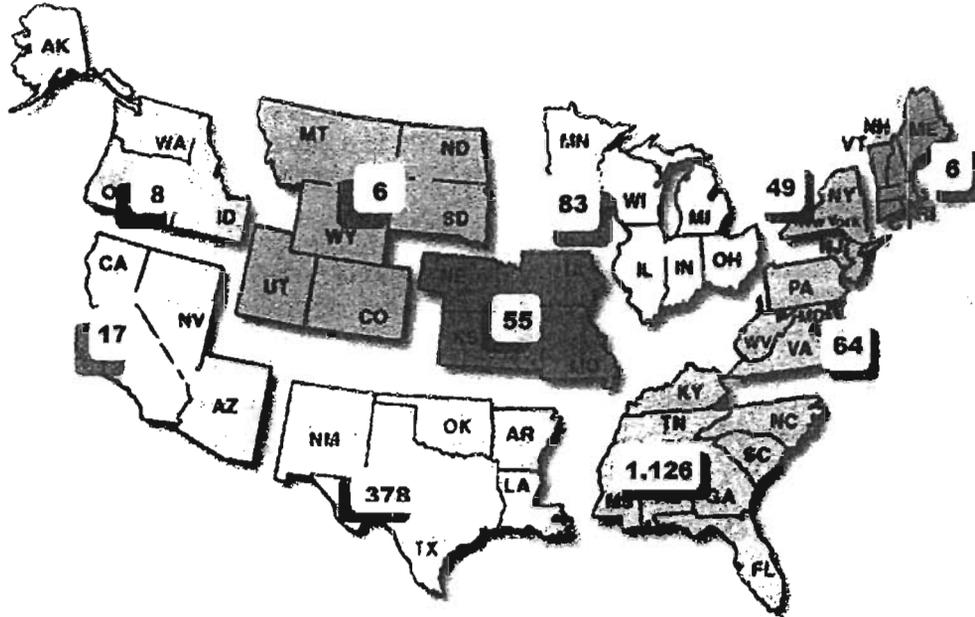
2. Subcontracting

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in **compliance with 44 CFR 206.10**. We also endeavor to employ a substantial percentage of qualified Women and Minority Business Enterprise (MBE) subcontractors.

In addition, we maintain a national subcontractor **database of over eighteen hundred (1,800) pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, www.crowdergulf.com, to register or may fax information to the Disaster Assistance Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

The graphic below gives a breakdown of the number and general region that we have registered subcontractors. The number changes periodically as new subcontractors register on our website. For several reasons this number grows after a major disaster.

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a. Subcontracting Policy

It is standard policy that all subcontractors comply with all of the contractual conditions and commitments of CrowderGulf. As such, all subcontractors shall agree to the following:

1. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
2. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
3. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
4. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
5. Begin work to be performed within two (2) full workdays after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractors will pay for all materials, equipment and labor used in the performance of the subcontract(s).
6. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, CrowderGulf may terminate the employment/contract of the subcontractor for cause.
7. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
8. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
9. To provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
10. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
11. Other stipulations may apply as may be required by unique local conditions.

b. Subcontracting Practices

It is the practice of CrowderGulf to subcontract debris work and services using the following guidance:

1. Subcontract to the maximum extent possible with local firms and small businesses. In addition, preference will be given to qualified local vendors for equipment rental and supplies sourced in the jurisdictional boundaries of the client.
2. Promote the use of local contracting by tasking a senior manager to assure notification through local media and organizations.

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3. Promote subcontracting only with the assured compliance with equal opportunity hiring.
4. Provide all subcontractors a clear chain of command for purposes of official and/or unofficial communications.
5. Accept, process and pay invoices of subcontractor in accord with the CrowderGulf policy.
6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to the CrowderGulf in past operations – consistent with the subcontracting policy.
7. CrowderGulf does not have a set-a-side percentage of subcontracted work for any particular classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women owned small business firms for contract work or services needed by the company.
8. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.
9. We currently maintain an active pre-qualified subcontractor database, tracking current certifications of local and regional D/M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or log on to www.crowdergulf.com to submit their company information for review. If necessary, we will use additional outlets such as newspapers, publications, websites, etc.
10. As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the Client.

c. Understanding Requirements

CrowderGulf takes several steps during the proposal preparation process to ensure local subcontractor participation as well as M/WBE utilization policies are met for the Client. Understanding exactly what the Client is requesting during this initial proposal phase is key to implementation upon activation. In order to clearly define the expectations required we take several preliminary steps. The first step is to review M/WBE policies and procedures to determine specific goals set by the Client. Our second step is to determine utilization breakdowns required. Lastly, we identify all required certifications and/or M/WBE directories to be used for soliciting M/WBE firms and any further breakdowns of percentage goals. Once these steps are completed and we have a clear understanding of all requirements we continue with the following process.

Steps in the Process:

1. Before any subcontractors are solicited, CrowderGulf compiles a list of local subs from our Database of pre-qualified subs. These companies have either worked for CrowderGulf and are in good standing, have registered with us through our website, www.crowdergulf.com, or have been previously solicited by our company. All subcontractors must meet the following requirements to be considered for prequalification:
 - a. Verification through one or more of the following websites:
 - **The System for Award Management (SAM) is a Federal Government owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. SAM is used to review all subcontractors' debarred status prior to approval as a prequalified subcontractor (<https://www.sam.gov/>)**
 - **SBA HUBZone Search-confirmation, (http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm)**
 - **Dun and Bradstreet, (<https://sso.dnbi.com>)**
 - b. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
 - c. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
2. If specific directories are to be used, CrowderGulf will check the Client website for directory access or contact the M/WBE Office for a list of potential M/WBE firms to be utilized then compare this list to our current list of local prequalified subs to find possible matches.
3. Contact is then made with M/WBE firms that offer services similar to our scope of work. Initial contact is made by phone then followed up by fax and/or email, reiterating the phone conversation.

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4. Emailed and/or faxed correspondence provides MBE firms with specific details regarding the request, i.e., scope of work directly from the RFP documents, registration and requirements information, and specific deadlines for submittal of these documents to the CrowderGulf M/WBE Subcontracts Manager.
5. Should letters of intent from interested firms and further proof of M/WBE certifications be required by the Client, CrowderGulf will compile the received documentation and review for completeness.
6. Only those firms that have met set deadlines and returned all requested documentations will be considered for inclusion in final proposal to the Client as a responsive M/WBE Firm.
7. All contacted firms are listed in proposal and delegated either responsive or non-responsive and the reason for this status.
8. Should the appropriations assigned to the responsive M/WBE firms not meet the Client's percentage goal, firm percentages will be adjusted and executed by both parties upon mutual agreement.
9. Once the RFP evaluation process is complete and award notices are received, these M/WBE firms are notified of results and any additional documentation is requested to keep in the Client's file.
10. Current CrowderGulf client folders are updated yearly with current local pre-qualified subcontractors as well as M/WBE firm confirmations.
11. Upon Client activation, if any of the proposed local M/WBE firms are no longer able to fulfill assigned goals, CrowderGulf will identify other certified M/WBE firms to replace inactive M/WBE firms to maintain our proposed percentage goals. CrowderGulf will provide a detailed explanation as well as further commitments from other M/WBE certified subs to perform scope of work in lieu of previously committed Subcontractors.

d. Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified M/WBE firms will be based on CrowderGulf's activation by Client. Should the Client have yearly or quarterly reports to be submitted, CrowderGulf will file the needed reports upon request.

e. Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the City.

f. M/SBE Subcontractors

See enclosed a partial list of qualified M/SBE Subcontractors. A current qualified subcontractor list will be provided to the City for pre-approval prior to an event.

g. Subcontractor Oversight

In the past, CrowderGulf has mobilized over two hundred (200) contractors with as many as twenty eight hundred (2,800) people, sixteen hundred (1,600) trucks, and six hundred (600) pieces of loading equipment. To assure the same quality control and efficient operations for the City of Pompano Beach, CrowderGulf's management team will rely on NIMS management protocols to identify the proper number supervisors for each debris management operation. The Company is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the City's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations.

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3. Quality Control

The purpose of a quality control plan is to provide guidance and consistent attention to workplace policies and procedures in order to facilitate efficient, effective and safe debris removal and reduction.

a. "Clean As You Go"

This concept is the centerpiece of our Quality Control Plan. "**Clean As You Go**" is a simple concept that is defined as doing the best job possible the first time so as to reduce the necessity for redoing any work. This policy does not preclude contracted multiple passes. It simply implies that all the debris will be removed on every pass, regardless of the number of passes required by the City. This philosophy is especially important for debris work during emergencies or major disasters where restoration of critical public functions is the highest priority.

CrowderGulf was the debris contractor that first coined the term "**CLEAN AS YOU GO**", over fourteen (14) years ago. Recently, the term has been used by other contractors and by municipalities in their RFPs. All CrowderGulf employees, subcontractors and consultants are expected to abide by this policy.



b. Inspections

To assure the quality and timeliness of work, CrowderGulf will use a hierarchy of assigned inspection responsibilities based on the nationally recognized Incident Command System (ICS). This arrangement limits the respective spans of control to appropriate levels and has proven to facilitate optimum performance.

c. Security

CrowderGulf will restrict general access to its DMS operations to essential company and City personnel for both security and safety. Managers and supervisors will be granted access to a site(s) based upon their duties, responsibilities and spans of control. Operating personnel will be granted access to sites relevant to their respective tasks.

d. Maintenance

CrowderGulf follows manufacturer's maintenance recommendations on all of its equipment. CrowderGulf systematically performs "routine maintenance" appropriate to each item of equipment. This maintenance is reported on an equipment log that is retained for the life or ownership of the equipment. CrowderGulf's maintenance system uses its employee or contracted full-time mechanics and/or oilers for daily and routine maintenance. Heavy maintenance and/or major repairs of company-owned equipment are performed by heavy equipment maintenance firms under contract with CrowderGulf.

CrowderGulf
Employs Debris-
Experienced
Personnel

e. Knowledge and Training

CrowderGulf's Quality Control Manager will conduct briefings and de-briefings no less than once a day for the team managers and weekly for supervisors. Organizational and functional relationships will be thoroughly reviewed with supervisory personnel on an on-going basis. CrowderGulf employs debris-experienced equipment operators, foreman, supervisors, and subcontractors. In accordance with these established practices, CrowderGulf supervisors will evaluate the knowledge and debris experience of each operator and subordinate employees, regarding the specifics of his or her assigned tasks, to determine if the employee requires additional training.

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4. Health and Safety

a. CrowderGulf's Philosophy of Safety

All company operations are managed with an aggressive and proactive commitment to the safety and well being of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production and cost efficiency. The company believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels.

This philosophy is reinforced and fulfilled as defined below:

- The CrowderGulf Safety Plan for the City shall be in place at all times to provide mandated directives, required actions, procedures and guidance for all levels of employees from initial response to final closure. The Safety Plan is intended to ensure that all employees work safely and remain safe.
- At all times, CrowderGulf will comply with appropriate safety/ security laws and regulations such as those established by:
 - The Occupational Safety and Health Act (OSHA),
 - The EPA (Environmental Protection Agency),
 - The DOT (Department of Transportation),
 - All other applicable federal, state, and local safety and health regulations, and
 - Any additional safety standards required by the City

b. Corporate Commitment to Safety

CrowderGulf is committed to providing an accident free experience for our employees, subcontractors, visitors to our work sites and to the public we encounter during the execution of our projects. Our leadership team is firmly committed to the belief that "All Accidents Are Preventable". To emphasize our commitment to achieving an accident free experience in every CrowderGulf project, the company's senior executive, Mr. John Ramsay, serves as the senior Safety Official. Mr. Ramsay's personal attention to CrowderGulf's safety, health and accident prevention performance establishes an absolute standard of top priority for all personnel throughout the organization.

Many companies have written safety plans for individual safety topics, but few have a comprehensive plan designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and inculcates all facets of company planning and operations. Our complete 368 page CrowderGulf Health and Safety Plan is available upon request.

c. CrowderGulf's On-Site Safety Plan

The Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) for the City of Pompano Beach shall include the following commitments:

- Maintaining a safety and health program that meets the requirements of OSHA and all applicable laws.
- Equipping employees and subcontractors with the required safety equipment, hard hats, clothing, and other safety materials necessary to perform specific work tasks.
- Preparing an Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) to inventory and address specific work hazards.
- Providing employees and subcontractors with continuing safety and health training necessary to enable that they perform their work in a safe manner.
- Assuring that at no time, while on duty, may employees or subcontractors be under the influence of alcohol, narcotics, intoxicants or mind-altering substances. Violations of this policy may result in immediate dismissal.
- Assuring that employees and subcontractors be required to immediately report all accidents, injuries, and "near misses" to their supervisor.

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- Conducting safety meetings to review past activities, plan for new or changed operations, review hazard analyses and establish safe working procedures.
- Communication of Health, Safety, Security and Environment (HSSE) standards will take place in orientation trainings, safety meetings specific to individual situations, daily tool box meetings, memo's and other ways CrowderGulf deems as appropriate.
- Assuring that all associates, regardless of position know that they have the right to "Stop the Job" in the event a HSSE deficiency.
- Conducting Job Hazard Analyses (JHA) to define the activities being performed, the sequences of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level.

A list of local Hospitals, Police Stations, and Fire/Emergency Response Stations will be provided as part of the Safety Plan after project activation.

SAFETY WILL BE THE PARAMOUNT CONCERN AT ALL TIMES

5. Environmental Sensitivity

CrowderGulf is committed to unequivocal protection of the environment at all work sites and surrounding areas. This is accomplished by attention to organizational, operational and performance details. CrowderGulf personnel or subcontractors assigned to specific contractual duties that substantially impact environmental quality (i.e., incinerator operators) will have the quality of their work continually evaluated by a senior supervisor. Employees with duties partially or indirectly applicable to environmental protection will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage or general containment actions or containment actions specifically related to hazardous materials.

a. Regulatory Permits and Compliance

CrowderGulf will ensure all applicable permits are obtained before work is started, including but not limited to the following:

- Air Quality
- Forestry
- Storm Water
- Reclamation of Surface Mining Sites
- Ground and Surface Water
- Local Health Department Permits

We work in full regulatory compliance with all agencies involved in disaster recovery including, but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Coast Guard (USCG)
- United States Army Corps of Engineers (USACE)
- Florida Department of Environmental Protection
- Florida Department of Health
- Florida Department of Transportation



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b. Environmental and Historic Considerations

State and local regulations, laws, and ordinances will be addressed and followed for all environmental and historic preservation issues. The following list provides a brief review of the primary Federal laws which must be considered during debris management practices.

- National Environmental Policy Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Resource Conservation and Recovery Act
- Endangered Species Act
- Coastal Zone Management Act
- Fish and Wildlife Coordination Act
- Wild and Scenic Rivers Act
- Executive Orders
- National Historic Preservation Act



c. Specific Environmental Concerns

• **Spills or Leaks**

Should a spill or leak occur during performance of this contract, CrowderGulf will report the spill or leak to the City. CrowderGulf shall be responsible for cleaning up all spills in compliance with federal, state, and local laws and regulations and at no cost to the City or other government entities.

• **Asbestos Containing Materials**

CrowderGulf is experienced and capable of managing the removal of asbestos containing material. If asbestos is encountered during a recovery effort for the City of Pompano Beach, CrowderGulf will utilize its resources to ensure all asbestos related activities are in accordance with Environmental Protection Agency (EPA) requirements, specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M.

CrowderGulf staff will always comply with all environmental laws and regulations. CrowderGulf will conduct all debris operations outlined in this proposal to meet the program standards provided for in the **FEMA 325 Debris Management Guide**. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

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6. Public Relations

After a disaster, residents want answers regarding recovery operations. CrowderGulf will work closely with the City to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

a. Developing a Public Information Campaign

Experienced CrowderGulf personnel will be available to assist the City in development of a public information campaign. The information could include the parameters, rules, and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple and easy for all residents to understand. Materials and information may be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.



b. Distribution Strategy

The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Internet Site** – City of Pompano Beach website
- **Public Forums** – Interactive meetings at town hall or shopping area kiosks
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards

c. Updates and Redistribution

The public information strategy will be able to address changes and revisions as debris removal operations progress. During the early stages of the operations, distribution may rely on the immediate transmission of the information through radio and television, to update the general public regarding the debris removal operations. Once operations become more routine and predictable, the information can be distributed through the print media, such as newspapers, mailings, and flyers.

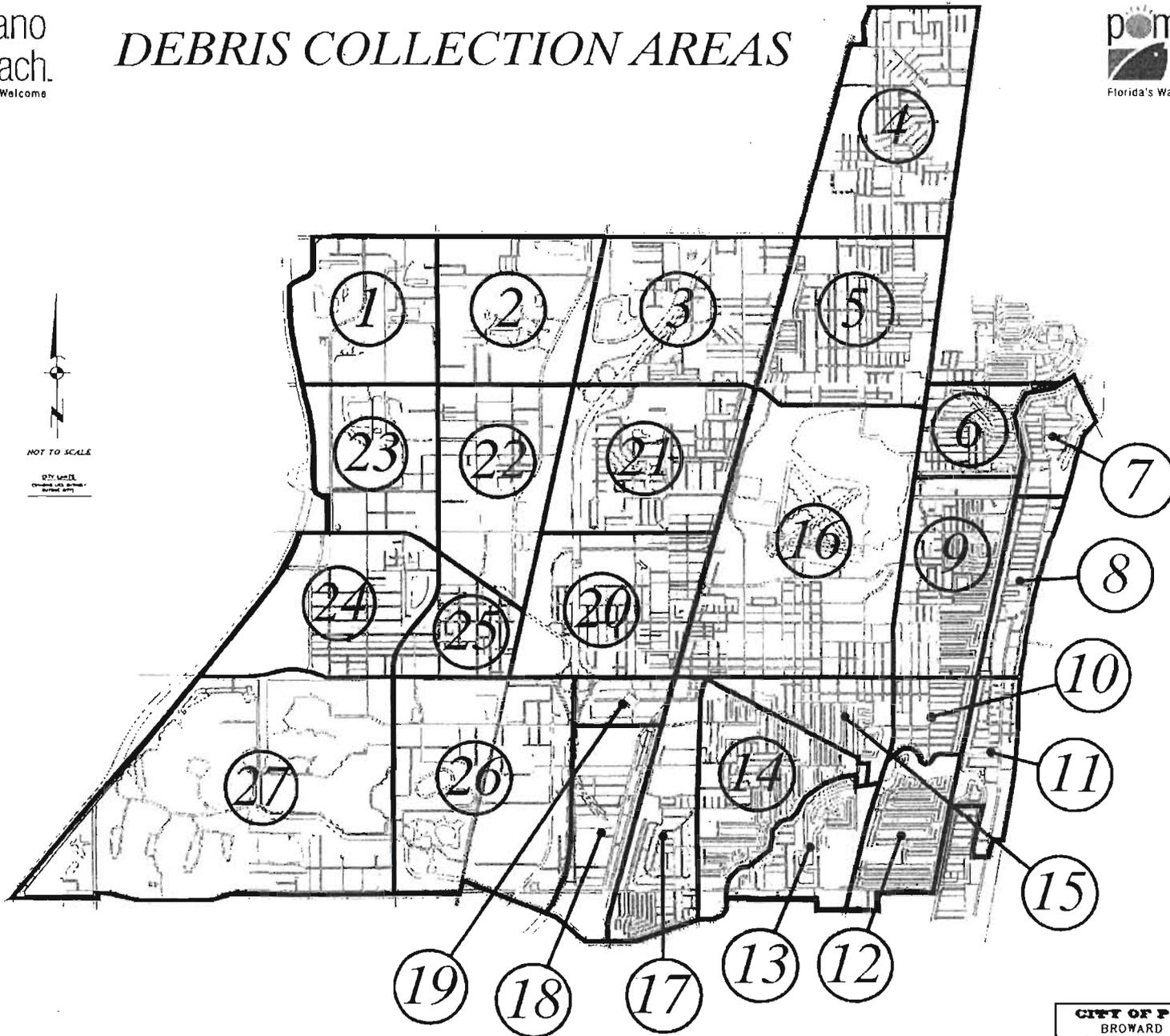
d. Debris Information Center

CrowderGulf can assist the City in establishing a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at-large. The debris information center may also be utilized to report fraud.

Regardless of the venue, it will be important to address the residents' concerns, complaints, and questions in a timely and efficient manner. Feedback from the information center will give the Management Team an indication of how effective and efficient the operations are progressing. The City and the On-Site Management Team may use this information to adjust operations appropriately.

Exhibit B

DEBRIS COLLECTION AREAS



CITY OF POMPANO BEACH
BROWARD COUNTY, FLORIDA
ENGINEERING DEPARTMENT
CITY MAP
Drawn By: S.S./R.J.B. Date: 08/01/05 Checked By: M. GRAY Date: 08/01/05

Exhibit C

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3. Additional Equipment Information

- To the maximum extent possible, CrowderGulf and its subcontractors shall use self-loading trucks with grapples or grapple attachments. Hand loading will not be employed.
- No subcontractor will be allowed to solicit work from private citizens while assigned to the contract.
- No equipment assigned to this contract will be used for any other contract work.

Anticipated outside support /Subcontractor Equipment

CrowderGulf's Nation-Wide Database of Approved and Trusted Subcontractors & Vendors

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in compliance with **44 CFR 206.10**. We also endeavor to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors.

In previous disaster activations, CrowderGulf has pre-positioned manpower and equipment to provide immediate response. The table below provides the number of subcontractors and their **equipment** listed in our database, in relation to the State of Florida.

Local to Pompano Beach, FL	FL Regions 6 & 7	State of FL	US. 2014
<u>Number of Registered Subcontractors</u>	<u>183</u>	<u>551</u>	<u>1686</u>
Dump Trucks (16-65)	1387	3086	9532
Pick up w/ dump trucks	230	734	2591
Knuckle-boom trucks	168	338	1468
Wheel Loader 50hp – 150hp	396	984	2786
5 ton Pickup truck	283	888	3889
Hydraulic Excavator 50hp-150hp	290	814	3189
Trailer Mounted floodlight	61	140	658
Low-bed Trailer w/ tractor	97	314	1102
Water Truck	61	155	486
Air Curtain Burner	13	56	188
Backhoe w/ loader 15	110	248	1080
Dozer, 2-3 yd blade/root rake blade D7	122	432	1832
Grader, Motor, 12 ft blade 130-140hp	37	119	359
Chipper	87	146	563
Tub Grinder 300-400 hp & 800-1000 hp	61	115	426
Self loading truck	171	662	3091
Skid steer 40 hp – 80 hp	403	926	3832
C&D Walking Floor 80-110 CY	149	226	639
Mulch Trailer 80-110 CY	4	28	95
Bucket Trucks	143	345	890
Barges	17	47	183
Work Boats	64	109	321
Vacuum Trucks	8	70	217

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F. Mobilizing Large Workforces

1. Company-owned

CrowderGulf maintains a current inventory of over three hundred and fifty (350) pieces of company-owned equipment that is debris specific and available for immediate response to a disaster. Company owned equipment will be pre-positioned for emergency PUSH operations and is dispatched to the disaster area immediately upon the receipt of a Notice to Proceed in order to begin restoring critical services in the City of Pompano Beach as quickly as possible.



The following is a partial list of company owned equipment available for use in any debris operation:

EQUIPMENT	UNITS
• Self Loading Trucks (30 – 100 cubic yards)	85
• Dump Trucks (16 yards – 24 yards)	88
• Dump Trucks (30 yards – 50 yards)	65
• Rubber Tire Loaders (equipped with debris handling grapples)	26
• Rubber Tire and Track Equipped Excavators (with buckets and grapples)	18
• Pick-Up Trucks (equipped with portable phones for Foremen)	25
• Service Trucks	12
• Skid-Steer Loaders (equipped with buckets and grapples)	10
• Cherrington Beach Cleaners 4500 & 4500 XL	5
• Stationary Power Screens – (sand screener)	2
• Diamond Z 14' Tub Grinders	6
• Shallow and deep water boats equipped with latest sonar and photo equipment	4
• Barges, tugs and large boats for heavy marine debris removal	4

2. Equipment Rental Agreements

CrowderGulf also maintains active accounts with all major national equipment rental companies to supplement equipment needs as may be required (i.e. Beard, Hertz, Caterpillar, John Deere, United Rental, Sunbelt, etc.).

All equipment shall meet all federal, state and local regulations.



Exhibit D

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Manpower/Equipment Required	Task Responsibility	No. per Crew
Crew Foreman with experience in organizing and running crews with previous work in disaster related jobs	Provide on-site management of crew to ensure quality performance, safety, and maximum productivity	1
20 – 60 CY dump trucks with skilled operators &/or 80 - 140 CY self-loader trucks	Pick up debris from curbside and haul to Temporary Debris Staging and Reduction Site/Debris Management Sites or final disposal	4-6 (or as area dictates)
Chain Saws & Experienced Operators (as needed)	Reduce large trees and limbs to manageable size and trim debris hanging from loaded trucks	1-2
Flagmen	Direct traffic flow and truck movement	3 to 6
Laborers	Gather small debris that loaders are unable to grasp	2

- **Hours of Operation**

Debris will be collected and loaded during visible daylight hours (dawn to dusk) seven (7) days per week. Debris reduction at the DMS may take place twenty-four hours per day, seven days per week if required by demand and approved by the City.

d. Debris Management Site Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in using safe practices at all times.

In the context of this proposal, the terms “*Temporary Debris Separation and Reduction Site*” and the term “*Debris Management Site*” are used interchangeably.

Debris Management Sites (DMS) are established when debris cannot be taken directly from the collection point to the final disposition location. A DMS is a location to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition.

DMS Site Selection

Site selection is probably the most important decision effecting Debris Management Site operations. CrowderGulf will work closely with the City of Pompano Beach to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the City, and will be in compliance with FEMA 325 regulations for site plan development.

Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. All costs associated with the preparation, operation, and restoration of Debris Management Sites is included in CrowderGulf's pricing structure for the contract.

Site selection should be based on the following criteria:

- Ownership
- Potential for Land Lease Agreements
- Size
- Location
- Environmental and historic concerns (baseline study findings)
- Required Permits

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DMS Design and Operational Features

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

- Portable toilet facilities will be conveniently located to serve the inspection towers, crew working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two (2) entrances/exits with lockable gates
- At the request of the City, the DMS sites may be restricted to City and Contractor vehicles only
- Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200 feet will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200 feet from any structure (other than inspection tower) and no less than 250 feet from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12 foot by 50-foot office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height and prevent spontaneous combustion
- C&D debris disposal or storage area will be separate from other debris areas
- Adequate area maintained at each dumping site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off site citizen collection areas are developed in accordance with the City Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the City's Project Manager.

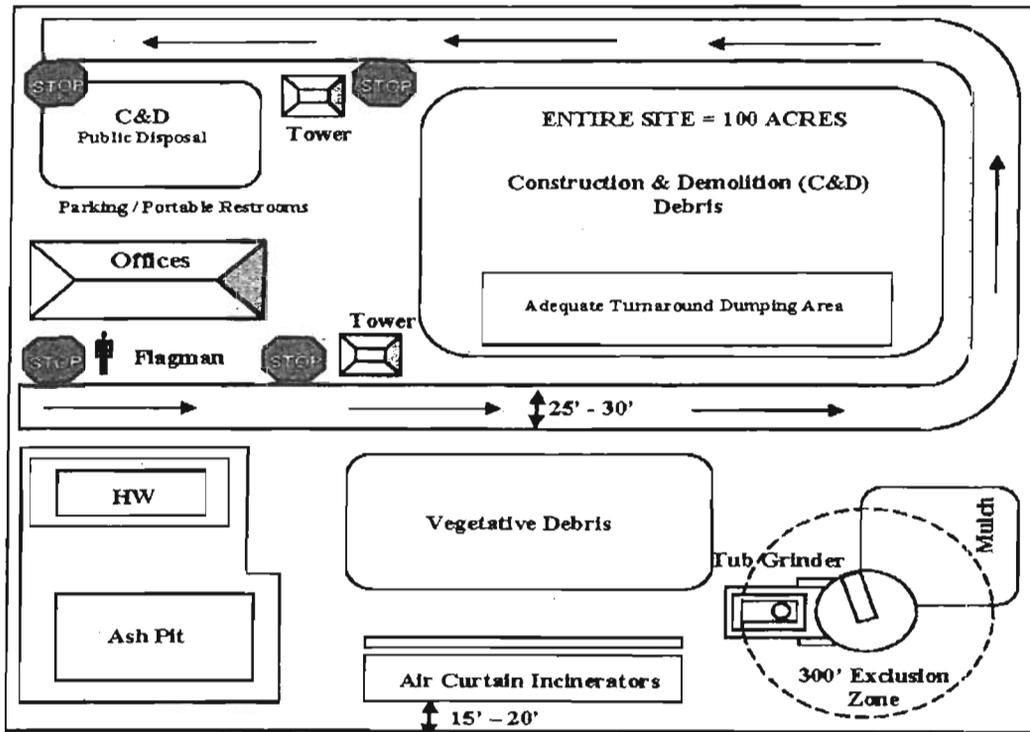
DMS Site Plan

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security/ Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

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The general site plan shown below will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA 325 and all local, state and federal regulations and requirements.



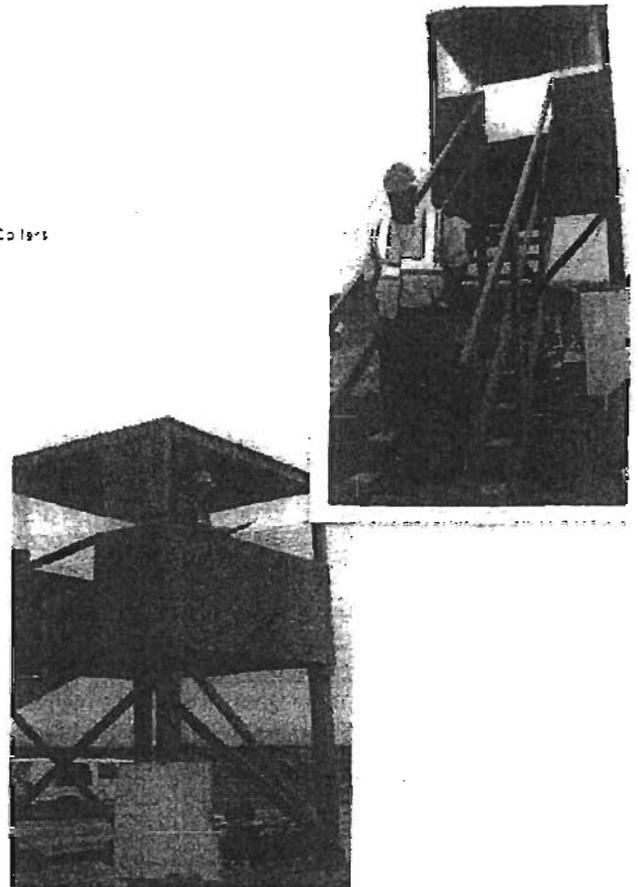
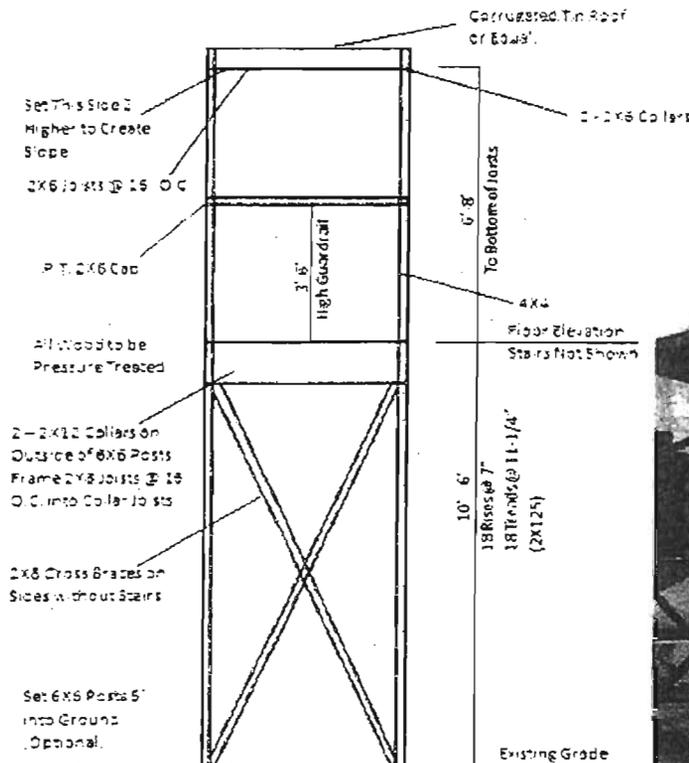
e. Inspection Towers

At no cost to the City, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection tower site location will provide a .25 mile approach outside the public road system to accommodate any truck back up.

- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15 foot above the existing ground elevation; the floor area shall be 8' by 8', constructed of 2" x 8" joists, 16" O.C. with ¼" plywood supported by four 6" x 8" posts.
- The perimeter of the floor area will be protected by a four (4) foot high wall constructed of 2" X 4" studs and ½" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a Handrail. In addition, the construction of towers will comply with all applicable City building codes.
- Inspection towers shall be capable of seating a minimum of three (3) inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer in need.

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Inspection Tower



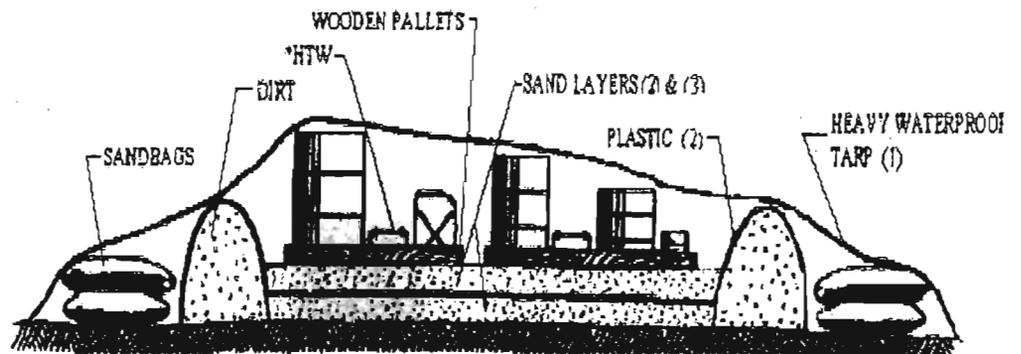
f. Hazardous Materials Containment Area

In accord with FEMA 325 specifications, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.

Minimum Design Criteria for the Hazardous Materials Containment Area:

- 1) 30' X 30' in size, the perimeter lined with hay bales staked in place
- 2) Water proof liner or plastic ground protection cover
- 3) Rain and snow cover for the entire area

FIELD EXPEDIENT HTW CONTAINMENT CELL



*HTW INCLUDES: Paint, Solvents, POL (Petroleum, Oil & Lubricants), Batteries, Anti-Freeze, Propane Tanks, Aerosols

NOTES:

1. Containment cell must be covered at all times
2. Plastic is sandwiched between layers to prevent plastic from tearing
3. Contaminated sand shall be properly contained & disposed of as hazardous waste

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g. Debris Separation and Reduction

Debris Separation

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the debris-staging site. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

- Clean, vegetative debris
- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods
- Hazardous or toxic materials / waste

Vegetative debris will be placed into two or more piles (no more than 15 feet high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the City's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.

Methods of Debris Reduction

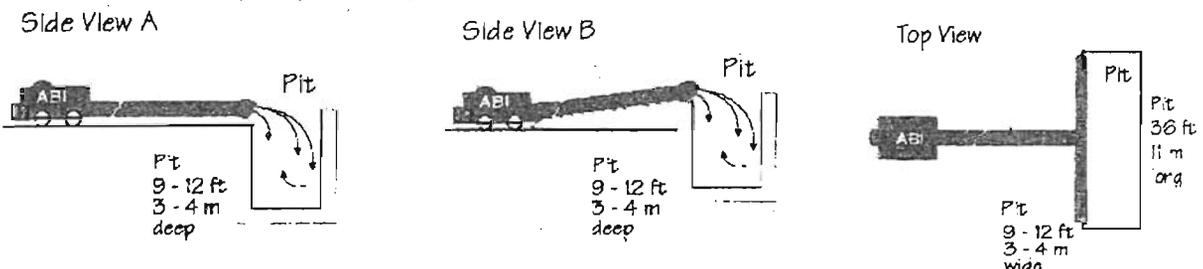
There are two primary types of reduction methods – incineration and chipping/grinding. After all major storms, we have used both grinding and burning to reduce debris, however, grinding has become the more common method due to environmental issues with burning.

• **Incineration**

There are several incineration methods available for volume reduction. These include uncontrolled open-air incineration, controlled open-air incineration, air curtain pit incineration, and portable air curtain incineration. Portable air curtain incineration is the most efficient incineration system available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. Any burning method used will only be conducted with concurrence of the City.

Burning vegetative debris can produce up to a 95 percent reduction rate. In those situations where air curtain incineration may be approved by the City of Pompano Beach, all environmental compliance and safety concerns will be addressed within the site specific plan. Setbacks and buffer zones will be established within and around the reduction sites not only for the public safety but also for the safety of the debris operations. A setback of at least 100 feet will be maintained between the debris piles and the incineration area. There will be a buffer of 1,000 feet between the incineration area and the nearest building in order to create a zone for emergency vehicles, if needed. The fire will be extinguished two hours before anticipated removal of the ash mound.

The ash mound will be removed before it reaches two feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material will not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area.

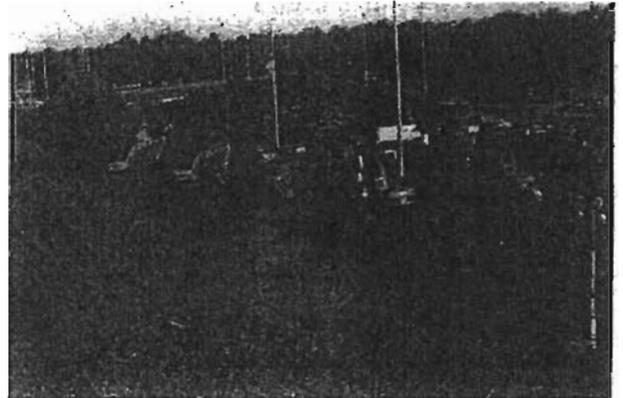


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• **Chipping and Grinding**

The chipping and grinding of vegetative debris reduces the volume by 75 percent. Many times clean chips will be recycled as bio-mass fuel.

CrowderGulf is very experienced with chipping/grinding debris and has used this method in the majority of our disaster contracts for the past ten (10) years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation. CrowderGulf has ground over twenty five million (25,000,000) cubic yards of debris since 2003.



The CrowderGulf **Environmental Protection Plan** will address and provide detailed guidance on DMS environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes. If the DMS is near an environmentally sensitive area or has historical sites in close proximity, special environmental consideration will be taken to protect and preserve such areas.

Debris Reduction Time Lines

The following Debris Reduction Plan Time Line provides an overview of tasks and identifies both the management personnel responsible and the time frame within which each task shall be completed.

DEBRIS REDUCTION PLAN TIME LINE	
TASK	TIME FRAME (from Notice to Proceed)
Conduct requirements assessment of damaged area for DMS	Within 24 hrs
Develop dumpsite according to Management Plan, including road construction, erosion control, portable office and toilet facility	Within 48 hrs
Construct observation platform per FEMA requirements	Within 48 hrs
Construct grinding, burn pit, ash storage, & hazardous waste storage areas	Within 48 hrs
Determine the number of burners and/or grinders/chippers required per site	Within 48 hrs
Ensure Hazardous Waste Plan in place	Within 48 hrs
If burning is permitted, begin construction of burn pits	Within 48 hrs
Complete installation of burners	Within 72 hrs
Secure permits and transport grinders/chippers to designated reduction areas	Within 72 hrs
Set up grinders/chippers	Within 72 hrs
Maintain records of hours worked for operators, location worked, repairs, etc.	Daily
Ensure maintenance of burners &/or grinders/chippers	Daily
Make dumpsite adjustments	Daily
Provide daily operations reports to Project Manager & City Rep	Daily
Inspect dumpsite operations for safety & quality control monitoring	Daily & periodically
Handle storage and disposal of hazardous waste	As required
Restoration of site upon project completion to City's specifications	Upon completion of project
Provide for demobilization of equipment	Upon completion of all tasks

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Debris Reduction Crews

Basic Debris Reduction Crews

Personnel / Equipment	Task Responsibility	Number per Crew
Dumpsite Reduction Project Manager	Supervise set up and daily operations of debris reduction site; Ensure that all safety regulations are enforced	1 / Site
Day Foreman	Monitor incoming trucks, direct separation of materials; Supervise reduction crews; Monitor for safety regulations being followed and report infractions to Foreman	1 / Site
Night Foreman <i>(needed if burning is used as a reduction method)</i>	Supervise reduction crews and secure site; Monitor for safety regulations being followed and report infractions to Foreman	1 / Site
Spotters	Monitor incoming debris type for designated areas; Ensure drivers dump loads in proper locations at stockpiles for grinder or burner; Direct clean loads of recyclable material to storage areas; Follow all safety requirements and report any infractions by truckers to Foreman	2 - 4 / Site
Flagmen	Direct flow of incoming and outgoing trucks at site ; Follow all safety requirements and report any infractions by truckers to Foreman	2 - 4 / Site
Laborers	Separate recyclable materials from incoming debris & move it to designated storage areas; Assist other workers with debris separation	2 - 4 / Site
Tower Monitor	Check all ticket copies immediately for legibility and accuracy; Alert monitor writing tickets when errors occur; Monitor for safety infractions and report to Foreman	1 / Site
Water Truck with spray nozzles and high pressure hose	Spray nozzles used for dust control; High pressure for hose for fire control	1/ Site
Road Grader with Operator	Maintain roads and site	1 / Site
Onsite Fuel and Oil Storage Tanks	Replenish equipment as needed	2 - 4 /Site
Track Hoe w/grapple - with Operators	Build burn pit according to Operations Manual; Clean ash from pits & pile in designated areas; Supply debris to burn pit and grinder	2 - 4 / Site
Bulldozer and/or Rubber Tire Loader with Operator	Stockpile material; Push debris to Trackhoe	2-4/ Site
Technician / Mechanic for burner	Initial set-up of burner; Assist starting of fires according to Operator Manual; Daily maintenance & care of burner & loader equipment	1 / Site if burning is used
1000-1200hp Tub or Horizontal Grinder	Grind vegetative debris	1/ Site when grinding is used
Grinder Operator	Fuel tub grinder and control grinder operation.	1/Grinder

h. Debris Disposal

Final disposition of the products of debris reduction will be made in accordance with instructions of the City's staff and in keeping with all federal, state, and local laws.

i. Vegetative Debris

Based on the City's decision, all vegetative debris will be ground or burned. If ground, the reduced vegetative mulch will be hauled to a properly permitted final disposal site in accordance with all local, state, and federal regulations. If vegetative debris is burned, the ash will be hauled to a properly permitted final disposal site. In past disasters we have also recycled the clean ash as fertilizer on farm land. We will properly recycle mulch and ash to the greatest extent possible and within permitted regulations.

j. Construction and Demolition Debris

All C&D material shall be disposed of in facilities approved by the City in accordance with all federal, state and local laws.

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k. Specialty Debris

CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **abandoned vehicles and vessels, wet marine debris, white goods and electronic wastes, hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous trees and stumps**. As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use Garner Environmental Services (www.garner-es.com), a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

l. Debris Recycling Plan

Based on the debris management goals and objectives of the City of Pompano Beach, CrowderGulf will implement debris recycling programs as marketing opportunities allow. When recycling is feasible, CrowderGulf will monitor procedures to ensure that the recycling contractors comply with local, tribal, state, and federal environmental regulations. Any reimbursement for recycled material will be credited or returned directly to the City.

- **Vegetative Debris** The vast amount of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space.

Specifically, our plan involves the following:

1. Debris crews will be encouraged to cut tree trunks into eight (8') foot or longer lengths for delivery to dump site. Quality logs will be separated and marketed to pulp mills, saw mills, and veneer mills. Timber in the log form is always marketable, and depending on quality can be transported to market even if the markets are relatively far away.
2. Stumps usually have large quantities of dirt attached, which contributes to the low quality of fuel chips. Stumps will be split and burned if burning is permitted. If burning is not permitted split stumps will be ground and resulting chips will be kept separate.
3. Limbs, twigs, short blocks, and inferior logs will be ground or burned. To reduce contamination of chips with dirt, care will be taken to use rubber-tire loaders with rakes and track hoes with grapples.
4. Every effort will be made to move chips to organic fuels users in a wide area. CrowderGulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard in urban areas.
5. CrowderGulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast. Once CrowderGulf is awarded a contract, we will work to get tentative agreements with users who are in close proximity to the Client.
6. If local laws and regulations permit, CrowderGulf will secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that has been tested and free of contaminants, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farm land.

After Hurricanes Isabel in 2003, and Ivan in 2004, CrowderGulf shipped clean vegetative chips to Italy to be used as bio-mass fuel. After Hurricanes Charley in 2004, and Irene in 2011, local power plants took chips for use as bio-mass fuel. In 2012, after Hurricane Isaac, Mississippi paper mills received all of our clean chips to use for bio-mass fuel.

- **C & D Debris** Concrete, asphalt, and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials will need to meet certain size specifications as determined by the end user. The City may choose to recycle these products themselves. As an example, after Hurricane Ike, Galveston City recycled the crushed concrete (from home slabs on Bolivar Peninsula) by using it for road reconstruction and for a new government building foundation.

Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches, and green houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Trailer frames, trailer parts, appliances, and other metal items will be properly separated, crushed, baled and recycled. Any proceeds will be credited to the City.

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m. Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to as good as or better than pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to existing grade. Ash will be tested for contaminants before being taken to a disposal site. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be recycled as required by contract or regulations. Soil and/or ground water will be tested for contaminants (if required). All storage areas and roads will be returned to pre-existing grade. All disturbed areas will be turned by disc and seeded with appropriate grass species and watered if necessary. A final site inspection will be conducted by City authorities and any discrepancies will be corrected.

All work, including site restoration and closeout will be concluded within thirty (30) calendar days of notice from the City that the last load of debris has been delivered.

Exhibit E

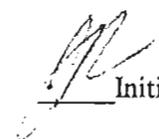
ATTACHMENT ACOST ITEMS

A. DEBRIS REMOVAL, PROCESSING AND DISPOSAL

Item	Description	Unit of Measure	Cost
1.	Vegetative debris removal from public property (right-of-way) and hauling to DMS within the City limits of the City of Pompano Beach	per cubic yard	\$ 8.70
2.	Vegetative debris removal from public property (right-of-way) and hauling to DMS outside the City limits of the City of Pompano Beach, supplemental charge to be added to 2. above	per cubic yard	\$ 0.09/cy/mile
3.	Vegetative debris removal from DMS and hauling to final disposal site within Broward County	per cubic yard	\$ 3.50
4.	Vegetative debris removal from public property (right-of-way) and hauling to final disposal site within Broward County	per cubic yard	\$ 9.00
5.	C&D debris removal from public property (right-of-way) and hauling to DMS within the City limits of the City of Pompano Beach	per cubic yard	\$ 8.70
6.	C&D debris removal from public property (right-of-way) and hauling to DMS outside the City limits of the City of Pompano Beach, supplemental charge to be added to 2. above	per cubic yard	\$ 0.09/cy/mile
7.	C&D debris removal from DMS and hauling to final disposal site within Broward County	per cubic yard	\$ 4.00
8.	C&D debris removal from public property (right-of-way) and hauling to final disposal site within Broward County	per cubic yard	\$ 9.00
9.	Debris site management – preparation, management and segregating debris at DMS	per cubic yard	\$ 1.00
10.	Processing (grinding) of vegetative debris at DMS	per cubic yard	\$ 2.70
11.	Processing (burning) of vegetative debris at	per cubic yard	\$ 1.90

	DMS		
12.	Pick up and haul of white goods	per each	\$ 40.00
13.	Pick up and disposal of hazardous material	per pound	\$ 3.00
14.	Dead animal collection, transportation, and disposal	per pound	\$ 0.50
15.	Hazardous tree removal and hauling to disposal site , 6 inch diameter to 11.99 inch diameter Per Addendum # 2	per tree	\$ 25.00
16.	Hazardous tree removal and hauling to disposal site , 12 inch diameter to 23.99 inch diameter Per Addendum # 2	per tree	\$ 40.00
17.	Hazardous tree removal and hauling to disposal site , 24 inch diameter to 47.99 inch diameter Per Addendum # 2	per tree	\$ 120.00
18.	Hazardous tree removal and hauling to disposal site , 48 inch diameter and greater Per Addendum # 2	per tree	\$ 200.00
19.	Hazardous stump removal and hauling to disposal site, >24 inch diameter to 35.99 inch diameter	per stump	\$ 170.00
20.	Hazardous stump removal and hauling to disposal site, 36 inch diameter to 47.99 inch diameter	per stump	\$ 220.00
21.	Hazardous stump removal and hauling to disposal site, 48 inch diameter and greater	per stump	\$ 300.00
22.	Hazardous limbs >2 inch in diameter at point of break	per tree	\$ 80.00
23.	Demolition of structures	per cubic yard	\$ 12.00
24.	Disaster event generated hazardous wastes abatement; biohazardous wastes abatement	per pound Household (HHW)	\$ 5.00
25.	Tipping fees to be reimbursed to contractor by City at actual cost	cost reimbursement	

Per Addendum 4

 Initial

B. EQUIPMENT

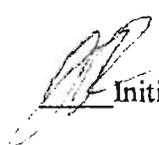
Item	Description	Unit of Measure	Cost
1.	JD 544, or equal, wheel loader with debris grapple	per hour	\$ 100.00
2.	JD 644, or equal, wheel loader with debris grapple	per hour	\$ 110.00
3.	Extendaboom, or equal, forklift with debris grapple	per hour	\$ 65.00
4.	753 Bobcat, or equal, skid steer loader with debris grapple	per hour	\$ 60.00
5.	753 Bobcat, or equal, skid steer loader with bucket	per hour	\$ 50.00
6.	753 Bobcat, or equal, skid steer loader with street sweeper	per hour	\$ 60.00
7.	30-50 HP farm tractor with box blade or rake	per hour	\$ 45.00
8.	2-2 ½ cu. yd. articulated loader with bucket	per hour	\$ 90.00
9.	3-4 cu. yd. articulated loader with bucket	per hour	\$ 100.00
10.	JD 648E, or equal, log skidder	per hour	\$ 75.00
11.	Caterpillar D4, or equal, dozer	per hour	\$ 60.00
12.	Caterpillar D6, or equal, dozer	per hour	\$ 90.00
13.	Caterpillar D8, or equal, dozer	per hour	\$ 125.00
14.	Caterpillar, or equal, 125-140 HP motor grader	per hour	\$ 90.00
15.	JD 690, or equal, trackhoe with debris grapple	per hour	\$ 100.00
16.	JD 690, or equal, trackhoe with bucket & thumb	per hour	\$ 100.00
17.	Rubber tire trackhoe with debris grapple	per hour	\$ 105.00
18.	JD 310, or equal, rubber tire backhoe with bucket & hoe	per hour	\$ 60.00
19.	Rubber tire excavator with debris grapple	per hour	\$ 105.00
20.	210 Prentiss, or equal, knuckleboom with debris grapple	per hour	\$ 90.00
21.	Caterpillar 623, or equal, self-loader scraper	per hour	\$ 150.00
22.	Hand fed debris chipper	per hour	\$ 35.00
23.	300-400 Tub grinder	per hour	\$ 350.00
24.	Diamond Z, or equal, 800-1,000 HP tub grinder	per hour	\$ 500.00
25.	30 Ton crane	per hour	\$ 150.00
26.	50 Ton crane	per hour	\$ 170.00
27.	100 Ton crane, with 8 hour minimum	per hour	\$ 250.00
28.	40-60' Bucket truck	per hour	\$ 90.00

29.	Service truck	per hour	\$ 50.00
30.	Water truck	per hour	\$ 60.00
31.	Portable light plant	per hour	\$ 14.00
32.	Equipment transports	per hour	\$ 90.00
33.	Pickup truck, unmanned	per hour	\$ 14.00
34.	Self-loading dump truck with knuckleboom and debris grapple	per hour	\$ 125.00
35.	Single axle dump truck, 5-12 cu. yd.	per hour	\$ 45.00
36.	Tandem dump truck, 16-20 cu. yd.	per hour	\$ 60.00
37.	Trailer dump truck, 24-40 cu. yd.	per hour	\$ 70.00
38.	Trailer dump truck, 41-60 cu. yd.	per hour	\$ 85.00
39.	Trailer dump truck, 61-80 cu. yd.	per hour	\$ 100.00
40.	Power screen	per hour	\$ 160.00
41.	Stacking conveyor	per hour	\$ 35.00
42.	Off road truck	per hour	\$ 150.00

C. LABOR AND MATERIAL

Item	Description	Unit of Measure	Cost
1.	Operations Manager	per hour	\$ 60.00
2.	Superintendent with truck, phone and radio	per hour	\$ 54.00
3.	Foreman with truck, phone and radio	per hour	\$ 48.00
4.	Safety/quality control inspector with vehicle, phone and radio	per hour	\$ 50.00
5.	Inspector with vehicle, phone and radio	per hour	\$ 32.00
6.	Climber with gear	per hour	\$ 90.00
7.	Saw hand with chainsaw	per hour	\$ 32.00
8.	Laborers and flagmen	per hour	\$ 28.00
9.	Timekeeper	per hour	\$ 35.00
10.	HazMat professional	per hour	\$ 180.00
11.	Household HazMat inspection and removal crew	per hour	\$ 110.00
12.	FEMA public assistance manager	per hour	\$ 130.00
13.	FEMA documentation clerk	per hour	\$ 50.00
14.	Community assistance/hot line operators	per hour	\$ 35.00
15.	Project manager/HazMat supervisor	per hour	\$ 85.00
16.	Project manager/HazMat supervisor overtime	per hour	\$ 85.00
17.	Field logitcian/HazMat technician	per hour	\$ 55.00
18.	Field logitcian/HazMat technician overtime	per hour	\$ 55.00
19.	Resources technician	per hour	\$ 50.00

D. EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT

 Initial

Item	Description	Unit of Measure			Daily Cost	Weekly Cost
1.	10 KW generator	per day (24 Hrs)	per week	\$ 325.00	\$ 800.00	
2.	15 KW generator 20 kW	per day (24 Hrs)	per week	\$ 356.00	\$ 875.00	
3.	25 KW generator 36 kW	per day (24 Hrs)	per week	\$ 493.00	\$ 1,264.00	
4.	50 KW generator 48 kW	per day (24 Hrs)	per week	\$ 606.00	\$ 1,337.00	
5.	75 KW generator 80 kW	per day (24 Hrs)	per week	\$ 587.00	\$ 2,000.00	
6.	100 KW generator	per day (24 Hrs)	per week	\$ 762.00	\$ 2,237.00	
7.	175 KW generator	per day (24 Hrs)	per week	\$ 1,031.00	\$ 3,087.00	
8.	250 KW generator	per day (24 Hrs)	per week	\$ 1,031.00	\$ 3,868.00	
9.	300 KW generator	per day (24 Hrs)	per week	\$ 1,750.00	\$ 4,312.00	
10.	350 KW generator	per day (24 Hrs)	per week	\$ 2,012.00	\$ 5,750.00	
11.	500 KW generator	per day (24 Hrs)	per week	\$ 2,623.00	\$ 7,487.00	
12.	750 KW generator	per day (24 Hrs)	per week	\$ 4,750.00	\$ 11,250.00	
13.	800 KW generator	per day (24 Hrs)	per week	\$ 7,815.00	\$ 8,961.00	
14.	1000 KW generator	per day (24 Hrs)	per week	\$ 5,500.00	\$ 13,362.00	
15.	1250 KW generator	per day (24 Hrs)	per week	\$ 6,845.00	\$ 15,610.00	
16.	1500 KW generator	per day (24 Hrs)	per week	\$ 7,500.00	\$ 19,250.00	
17.	1750 KW generator 2000 kW	per day (24 Hrs)	per week	\$ 7,750.00	\$ 22,500.00	
18.	Tails	per day (24Hrs)	per week	per month	\$ 12.00/50.00	\$ 115.00
19.	Cables (400 amp) 50 ft	per day (24Hrs)	per week	per month	\$ 16.25/80.00	\$ 118.00

Additional costs for services can be submitted for evaluation.

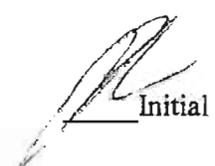
 Initial

Exhibit F

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

August 7, 2014

The City of Pompano Beach
1190 NE 3rd Ave – Bldg. B
Pompano Beach, FL 33060

Re: Commitment letter for Emergency Debris Management and Disaster Recovery Technical Assistance – RFP # E-28-14

Please accept this as a letter of commitment to confirm the availability and the willingness of CrowderGulf to provide debris removal and management services to the City of Pompano Beach within 72 hour's of Notice to Proceed.

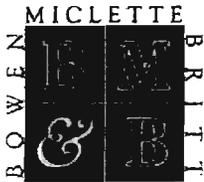
CrowderGulf looks forward to continuing our relationship with the City of Pompano Beach. We stand ready to respond immediately in the event the City requests our services. If you have any questions, please do not hesitate to call.

Best regards,



John Ramsay
President

Exhibit G



BOWEN, MICLETTE & BRITT OF FLORIDA, LLC
MAITLAND - WEST PALM BEACH - SARASOTA
800-474-5686

August 6, 2014

RE: CROWDERGULF JOINT VENTURE, INC.
Status of Bondability

To Whom It May Concern:

Please accept this letter as evidence of our willingness to provide the necessary 100% Performance and Payment Bonds to CROWDERGULF JOINT VENTURE, INC. in the event they are awarded a project.

It has been our pleasure to provide surety credit for CROWDERGULF JOINT VENTURE, INC. for many years. We have never been called upon for a bond which we have not gladly provided, nor do we anticipate the contractor to undertake any project that we would hesitate to bond because of its size or nature.

We have a line of credit established with Arch Insurance Company allowing for single bonds up to \$150,000,000 and an aggregate program of \$350,000,000. Arch Insurance Company is an A.M. Best Rated company of A+, XV and is listed in the Department of the Treasury Federal Registry with underwriting limitations of \$73,663,000.

We regard this firm as one of the premiere contractors in the industry and we feel the principals of CROWDERGULF JOINT VENTURE, INC. possess broad experience, financial responsibility and high integrity. Without reservation, we highly recommend CROWDERGULF JOINT VENTURE, INC. to you.

This letter is not an assumption of liability, nor should it be considered a bid, payment or performance bond.

Sincerely,

Bowen, Miclette & Britt of Florida, LLC

Jim Congelio
Attorney-In-Fact

1020 N Orlando Avenue, Suite 200 Maitland, FL 32751
Insurance \ Bonds \ Risk Management
www.bmbinc.com

Exhibit H

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
8/29/2014

PRODUCER Point Clear Insurance Services LLC 368 Commercial Park Drive Fairhope, AL 36532-1910	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A THE GRAY INSURANCE COMPANY COMPANY B COMPANY C COMPANY D
INSURED CrowderGulf Joint Venture 5435 Business Parkway Theodore, AL 36582-1675	

COVERAGES
 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	XSGL-074127	9/1/2014	9/1/2017	GENERAL AGGREGATE Unlimited												
					PRODUCTS - COMP/OP AGG \$3,000,000.00												
					PERSONAL & ADV INJURY \$1,000,000.00												
					EACH OCCURRENCE \$1,000,000.00												
					FIRE DAMAGE (Any one fire) \$50,000.00												
					MED EXP (Any one person) \$5,000.00												
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-075123	9/1/2014	9/1/2017	COMBINED SINGLE LIMIT \$1,000,000.00												
					BODILY INJURY (Per person)												
					BODILY INJURY (Per accident)												
					PROPERTY DAMAGE												
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				DATE: <u>8/29/14</u> BY: <u>E. Boesler</u> <i>Risk Mgr.</i>	AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE											
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-042963	9/1/2014	9/1/2015	EACH OCCURRENCE \$4,000,000.00 AGGREGATE \$4,000,000.00												
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	XSWC-070843	9/1/2014	9/1/2017	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%; text-align:center">X</td> <td style="width:75%;">WC STATUTORY LIMITS</td> <td style="width:20%; text-align:center">OTH ER</td> </tr> <tr> <td></td> <td>EL EACH ACCIDENT</td> <td style="text-align:right">\$1,000,000.00</td> </tr> <tr> <td></td> <td>EL DISEASE - POLICY LIMIT</td> <td style="text-align:right">\$1,000,000.00</td> </tr> <tr> <td></td> <td>EL DISEASE - EA EMPLOYEE</td> <td style="text-align:right">\$1,000,000.00</td> </tr> </table>	X	WC STATUTORY LIMITS	OTH ER		EL EACH ACCIDENT	\$1,000,000.00		EL DISEASE - POLICY LIMIT	\$1,000,000.00		EL DISEASE - EA EMPLOYEE	\$1,000,000.00
X	WC STATUTORY LIMITS	OTH ER															
	EL EACH ACCIDENT	\$1,000,000.00															
	EL DISEASE - POLICY LIMIT	\$1,000,000.00															
	EL DISEASE - EA EMPLOYEE	\$1,000,000.00															
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

Emergency Debris Management and Disaster Recovery Technical Assistance

CERTIFICATE HOLDER City of Pompano Beach, Florida Attn: Ascelete Hammond Deputy City Clerk 100 West Atlantic Blvd. Pompano Beach, FL 33060	CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder. AUTHORIZED REPRESENTATIVE  THE GRAY INSURANCE COMPANY
--	--

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

- Blanket Waiver of Subrogation when required by written contract.
- Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.
- Primary Insurance Wording Included when required by written contract.
- Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
- Premises/Operations
- Products/Completed Operations
- Contractual Liability
- Sudden and Accidental Pollution Liability
- Occurrence Form
- Personal Injury
- "In Rem" Endorsement
- Cross Liability
- Severability of Interests Provision
- "Action Over" Claims
- Independent Contractors coverage for work sublet
- Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.
- General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

- Blanket Waiver of Subrogation when required by written contract.
- Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

- Blanket Waiver of Subrogation when required by written contract.
- U.S. Longshoremen's and Harbor Workers Compensation Act Coverage
- Outer Continental Shelf Land Act
- Jones Act (including Transportation, Wages, Maintenance, and Cure),
- Death on the High Seas Act & General Maritime Law.
- Maritime Employers Liability Limit: \$1,000,000
- Voluntary Compensation Endorsement
- Other States Insurance
- Alternate Employer/Borrowed Servant Endorsement
- "In Rem" Endorsement
- Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

- Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies
- Blanket Waiver of Subrogation when required by written contract.
- Blanket Additional Insured when required by written contract.

8/29/12
 Approved
 E. Beecher,
 Risk Mgr

Exhibit I

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (Included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, and who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas; transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts; design-build contracts; subcontracts; lower-tier subcontracts; purchase orders; lease agreements; consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

REQUESTED COMMISSION ACTION: **QUASI-JUDICIAL**

 Consent X Ordinance Resolution Consideration Workshop

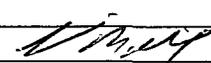
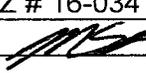
SHORT TITLE AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, ABANDONING A TWELVE FOOT (12) FOOT UTILITY EASEMENT LOCATED AT THE NORTHEAST CORNER OF NW 30TH AVENUE AND WEST ATLANTIC BOULEVARD, LYING APPROXIMATELY 61.55 FEET NORTH OF AND PARALLEL TO ATLANTIC BOULEVARD AND 30 FEET EAST OF NORTHWEST 30TH AVENUE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The Petitioner, Thomas Engineering Group on behalf of Race Trac Petroleum, Inc., is requesting to abandon a 12-foot utility easement located at the northeast corner of NW 30th Avenue. The property owner is constructing a 4,155 sq. ft. fuel station; however, the easement is located in an area where the fuel tanks must be located. The area to be abandoned is approximately 3,345 square feet. This request was recommended for approval unanimously by the Planning & Zoning Board at the 01/27/16 hearing with the following two conditions: 1) That staff hold up placement of this request on a City Commission Agenda until all comments were received from all service providers, or until 60 days from the date of the recommendation, whichever occurred first; and 2) The applicant must assume any cost associated with the relocation of any utilities if required and a new recorded easement will need to be dedicated for such utility(s). During the 60-day waiting period before placement, all remaining service provider comments were provided with "no objection" stated on all of them. Therefore, all conditions of the Planning and Zoning Board has been met. A copy of the minutes from the Planning & Zoning meeting is attached.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

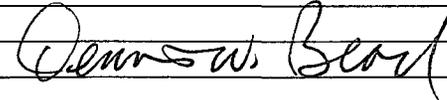
- (1) Origin of request for this action: Kevin Betancourt of Thomas Engineering Group
- (2) Primary staff contact: Maggie Barszewski / Robin Bird Ext. 7921
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>Dev. Services</u>	<u>1/15/2016</u>	<u>Approval</u>	<u>P&Z # 16-034</u> 
<u>City Attorney</u>	<u>3/23/2016</u> <u>5-13-16</u>		

 X Planning & Zoning Board

P&Z Memo # 16-008

 x City Manager



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
<u>1st Reading</u> <u>5/24/16</u>	<u>1st Reading</u> <u> </u>	<u>Results:</u> <u> </u>	<u>Results:</u> <u> </u>
<u>Approved</u>	<u> </u>	<u> </u>	<u> </u>
<u>2nd Reading</u> <u>6/14/16</u>	<u> </u>	<u> </u>	<u> </u>



City Attorney's Communication #2016-674

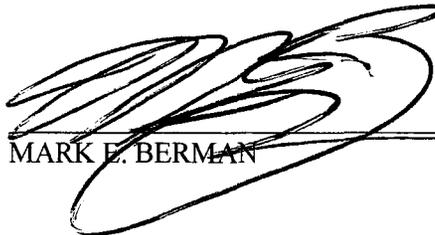
March 23, 2016

TO: Maggie Barszewski, AICP, Planner
FROM: Mark E. Berman, City Attorney
RE: Ordinance to Abandonment of a 12 Foot Utility Easement

As requested in your memorandum of March 17, 2016, Department of Development Services Memorandum #16-135, 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, ABANDONING A TWELVE FOOT UTILITY EASEMENT LOCATED AT THE NORTHEAST CORNER OF NW 30TH AVENUE AND WEST ATLANTIC BOULEVARD, LYING APPROXIMATELY 61.55 FEET NORTH OF AND PARALLEL TO ATLANTIC BOULEVARD AND 30 FEET EAST OF NORTHWEST 30TH AVENUE; PROVIDING FOR SEVERABILITY; 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/2016-674

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, ABANDONING A TWELVE FOOT UTILITY EASEMENT LOCATED AT THE NORTHEAST CORNER OF NW 30TH AVENUE AND WEST ATLANTIC BOULEVARD, LYING APPROXIMATELY 61.55 FEET NORTH OF AND PARALLEL TO ATLANTIC BOULEVARD AND 30 FEET EAST OF NORTHWEST 30TH AVENUE; 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; and

WHEREAS, the City Commission has received a request for the abandonment of a twelve foot utility easement located on the northeast corner of NW 30th Avenue and West Atlantic Boulevard, lying approximately 61.55 feet north of an parallel to Atlantic Boulevard and 30 feet east of Northwest 30th Avenue; and

WHEREAS, the Planning and Zoning Board has made its recommendation upon said request; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. It is hereby found and determined by the City Commission that the public health, welfare, safety and necessity no longer require retention of any interest by the public in that certain utility easement as more fully described below.

SECTION 2. It is hereby further found and determined that abandonment and vacation of that certain utility easement will not have a detrimental effect upon the surrounding property or area.

SECTION 3. That the City of Pompano Beach does hereby abandon and vacate the following described utility easement:

See Exhibit "A" attached hereto and incorporated herein as if set forth in full.

SECTION 4. That the City Clerk is hereby instructed to record this Ordinance in the Public Records of Broward County, Florida.

SECTION 5. 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 6. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2016.

PASSED SECOND READING this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

MEB/jrm
3/23/16
L:ord/2016-169

LEGAL DESCRIPTION FOR A PORTION OF A 12' UTILITY EASEMENT ABANDONMENT

LEGAL DESCRIPTION:

AN EASEMENT LYING IN A PORTION OF PARCEL 'A', ENGSTROM PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 152, PAGE 45, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID PARCEL 'A', ENGSTROM PLAT; THENCE SOUTH 88°50'44" WEST, ALONG THE SOUTH LINE OF SAID PARCEL 'A', A DISTANCE OF 272.77 FEET; THENCE NORTH 46°11'32" WEST, A DISTANCE OF 16.98 FEET; THENCE NORTH 88°50'44" EAST, A DISTANCE OF 284.78 FEET; THENCE SOUTH 01°09'31" EAST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 3345.28 SQUARE FEET.

NOTES:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARING BASE OF THIS SKETCH OF LEGAL DESCRIPTION IS S.88°50'44"W. THE NORTH RIGHT OF WAY LINE OF WEST ATLANTIC BOULEVARD.
3. THE INFORMATION WAS PROVIDED BY "RACETRAC PETROLEUM, INC."
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER J5-17, FLORIDA STATUTES, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER	
PROFESSIONAL LAND SURVEYOR INC.	
FLORIDA LICENSE NO. 11050	
NORTHERN BROWARD STREET POMPAHO BEACH, FLORIDA 34957 PHONE 34-0868	
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	
PREPARED FOR CONTROL	
SITE LOCATED: WEST ATLANTIC BLVD AND NW 30TH AVE. CITY OF POMPAHO BEACH, BROWARD COUNTY, FLORIDA	

SHEET 1 OF 2
SCALE: 1" = 50'
DATE: 8/18/15
SKETCH
D. 11050
REVISIONS
7/15 ESMT CONFIG

P&Z
PZ15-27000010

JAN 27 2016

SKETCH OF DESCRIPTION
FOR A PORTION OF A
12' UTILITY EASEMENT ABANDONMENT

NW 1st STREET

PLATTED NORTH LINE OF PARCEL 'A', ENGSTROM PLAT

N88°51'33"E 302.93'

SOUTH LINE OF THE NORTH 30 FEET OF PARCEL 'A'
PER ORB 50783, PG 333

A PORTION OF PARCEL 'A'
ENGSTROM PLAT
(PB 152, PG 45)

EAST LINE OF PARCEL 'A'
S01°09'31"E 176.10'

12' UTILITY EASEMENT
(SHADED AREA TO
BE ABANDONED)

N46°11'32"W 16.98'

UTILITY EASEMENT
PER ORB 4710, PG 855

S01°09'31"E 12.00'

N88°50'44"E 284.78'

SOUTH LINE OF PARCEL 'A', ENGSTROM PLAT

S88°50'44"W 272.77'

S88°50'44"W 253.67'

NORTH RIGHT OF WAY LINE
PER ORB 15015, PG 15

N46°11'32"W 16.98'

S88°50'44"W 7.08'

POINT OF BEGINNING

SOUTH LINE OF SECTION 33-48-42

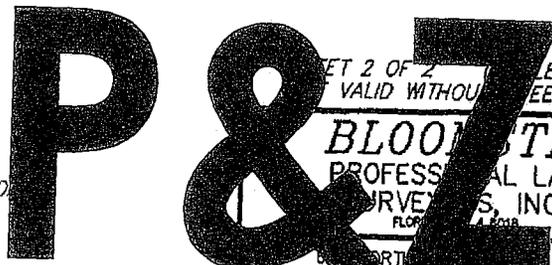
SE CORNER OF PARCEL 'A'

WEST ATLANTIC BOULEVARD (STATE ROAD 814)

RIGHT OF WAY PER F.D.O.T. MAP SECTION NO. 86130-2504 (SHEET 13 OF 18)

LEGEND:

- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE



 SHEET 2 OF 2 SCALE: 1"=50'
 VALID WITHOUT SHEET 1 OF 2
BLOOMSTER
 PROFESSIONAL LAND
 SURVEYORS, INC.
 FLORIDA LICENSE NO. 14808
 1000 WEST 1ST STREET
 JENSEN BEACH, FLORIDA 34957
 PHONE 772-324-0868

PZ15-27000010

JAN 27 2016

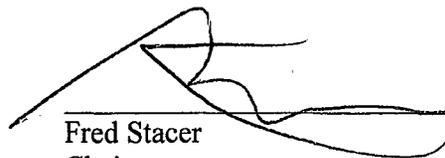
**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #16-008**

DATE: February 9, 2016
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: EASEMENT VACATION
NE CORNER OF NW 30th AVE & W ATLANTIC BLVD
P & Z #15-27000010 RaceTrac Petroleum, Inc. West Atlantic Easement Vacation

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on January 27, 2016, the Board considered the request by **Thomas Engineering Group** on behalf of **RaceTrac Petroleum, Inc.** requesting VACATION OF THE TWELVE (12)-FOOT UTILITY EASEMENT on the above referenced property.

It is the unanimous recommendation of the Board that the EASEMENT VACATION request be approved with the following conditions:

1. This request will not be placed on a City Commission Agenda until all comments are received from each service provider, or until 60 days from the date of this recommendation, whichever occurs first.
2. The applicant must assume any cost associated with the relocation of any utilities if required and a new recorded easement will need to be dedicated for such utility(s).



Fred Stacer
Chairman
Planning and Zoning Board/ Local Planning Agency



MEMORANDUM

Development Services

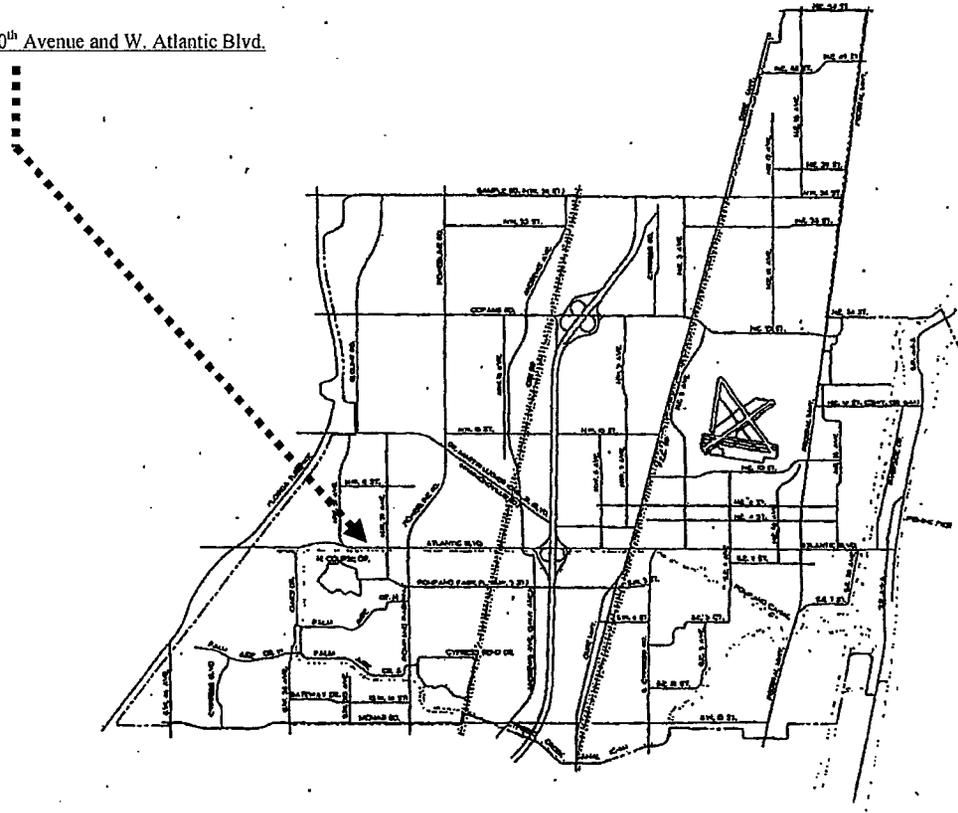
MEMORANDUM NO. 16-034

DATE: January 15, 2016
TO: Planning & Zoning Board
VIA: Robin M. Bird, Development Services Director *RB*
FROM: Maggie Barszewski, AICP, Planner *MB*
RE: Request for abandonment of a Utility Easement Located on the northeast corner of NW 30th Avenue and W. Atlantic Blvd.

P & Z # 15-27000010

The Applicant, Thomas Engineering Group, on behalf of RaceTrac Petroleum, Inc., is requesting the abandonment of a 12-foot utility easement located on the northeast corner of NW 30th Avenue and W. Atlantic Blvd. The property owner is constructing a 4,155 sq. ft. fuel station; however, the easement is located in an area where the fuel tanks must be located. The area to be abandoned is approximately 3,345 square feet.

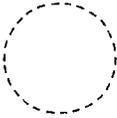
northeast corner of NW 30th Avenue and W. Atlantic Blvd.



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
DPTOC	Downtown Pompano Transit Oriented Corridor
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
	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
RPU D	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

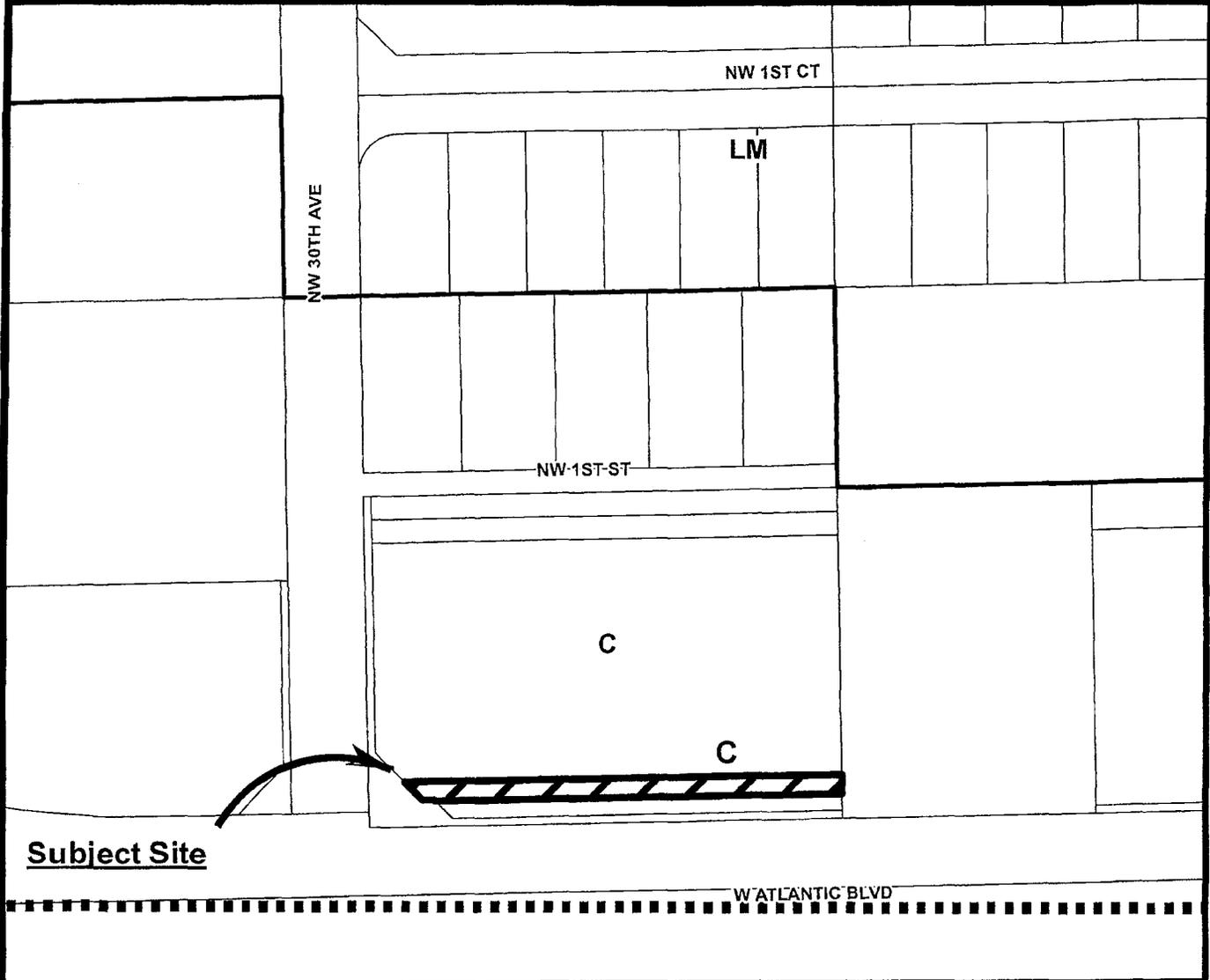
*	Existing
>	Proposed

REVIEW AND SUMMARY

DRC Dates: Note that Vacation/ Abandonment Requests do not go to DRC.

Zoning Department:	No Objection
Community Redevelopment Agency	No Comment Received Yet
Code Compliance	No Objection
Fire Department:	No Comment Received Yet
Engineering Department:	No Comment Received Yet
Public Works Department:	No Objection
Utilities Department:	No Comment Received Yet
AT&T:	No Objection If Conditioned per page 8
TECO Gas:	No Objection
Department of Transportation:	No Comment Received Yet
FP&L:	No Objection If Conditioned per page 8
Comcast Cable:	No Objection If Conditioned per page 8

CITY OF POMPANO BEACH OFFICIAL LAND USE MAP

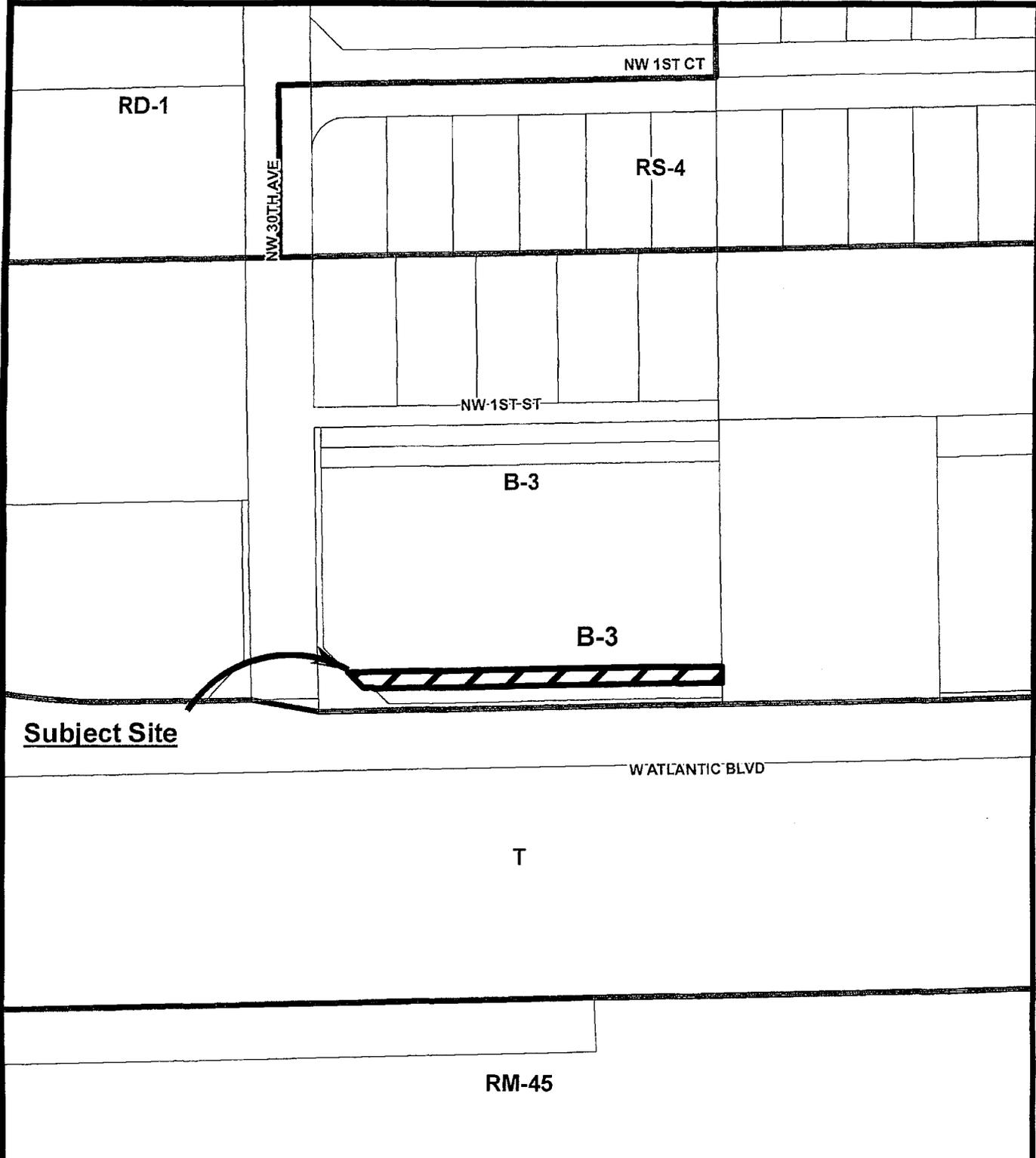


1 in = 104 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH OFFICIAL ZONING MAP



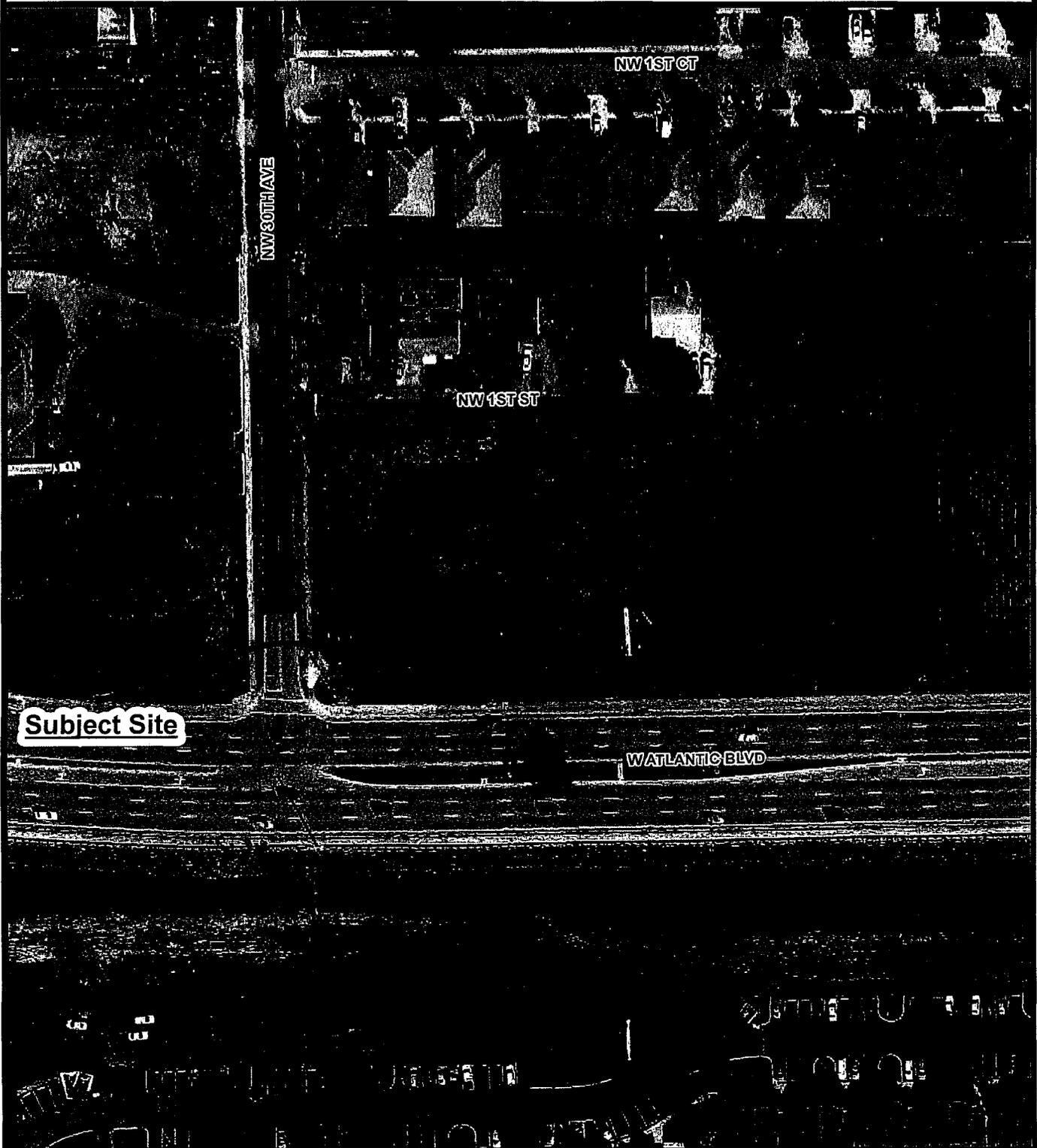
Subject Site

1 in = 104 ft

4

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH AERIAL MAP

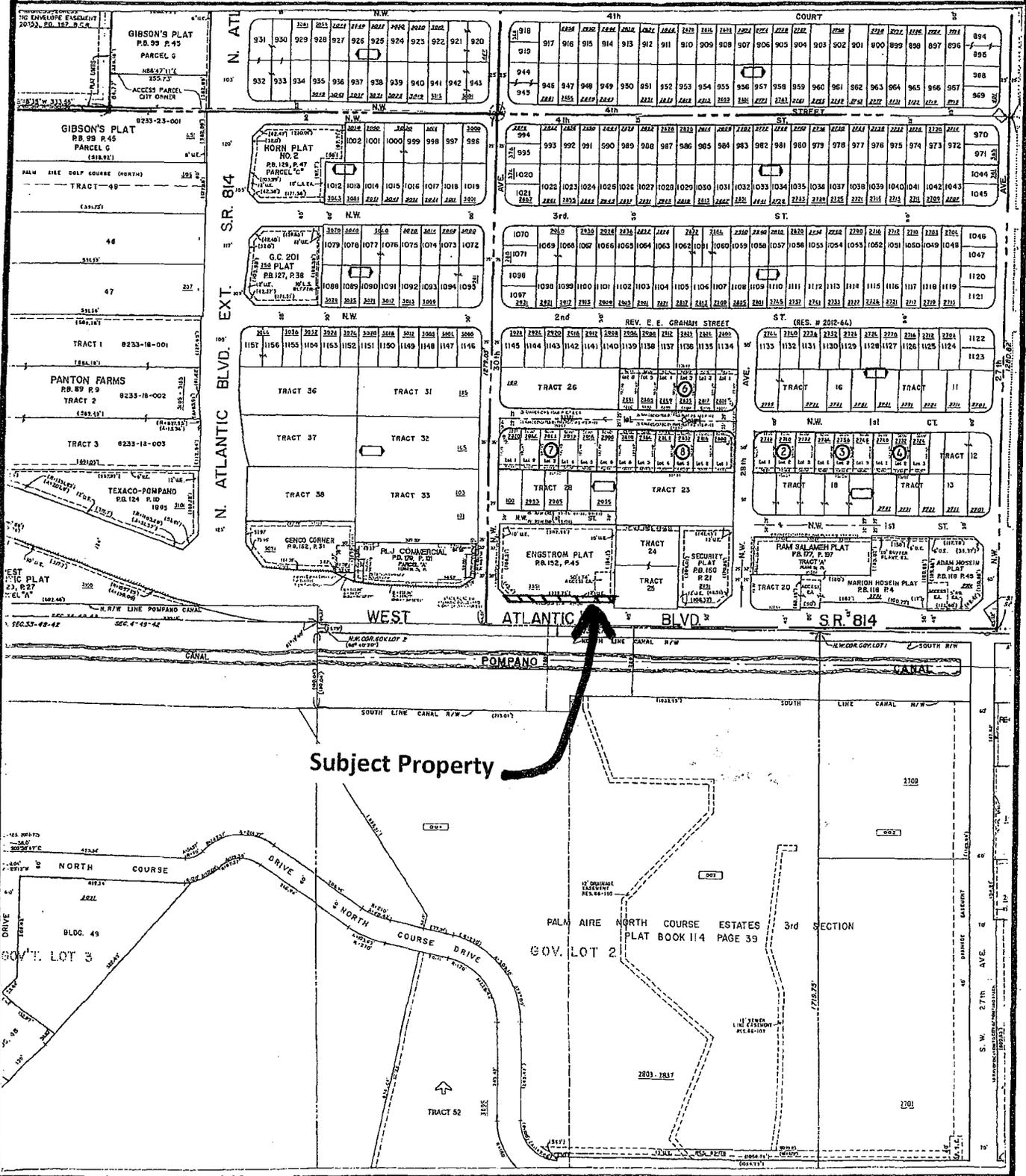


1 in = 104 ft

5

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH PLAT MAP



SCALE: NTS

NORTH

REVIEW AND SUMMARY

DRC Dates: Note that Vacation/ Abandonment Requests do not go to DRC.

Zoning Department:	No Objection
Community Redevelopment Agency	No Comment Received Yet
Code Compliance	No Objection
Fire Department:	No Comment Received Yet
Engineering Department:	No Comment Received Yet
Public Works Department:	No Objection
Utilities Department:	No Comment Received Yet
AT&T:	No Objection If Conditioned per page 8
TECO Gas:	No Objection
Department of Transportation:	No Comment Received Yet
FP&L:	No Objection If Conditioned per page 8
Comcast Cable:	No Objection If Conditioned per page 8

ZONING DEPARTMENT RECOMMENDATION

Given the information provided to the Board, staff provides the following alternative motions for the Board's review.

Alternative Motions

I- Approve with conditions

Recommend approval to the City Commission with the following conditions:

1. This request will not be placed on a City Commission Agenda until all comments are received from each service provider, or until 60 days from the date of this recommendation, whichever occurs first.
2. The applicant must assume any cost associated with the relocation of any utilities if required and a new recorded easement will need to be dedicated for such utility(s).

II- Table

Table this abandonment request to allow time for the Applicant to address any objections raised by the affected parties

III- Denial

Recommend denial to the City Commission as the Board finds that the easement serves a public purpose and should not be abandoned.



CITY OF POMPANO BEACH
FLORIDA

CITY HALL OFFICES:

100 W. Atlantic Boulevard
Pompano Beach, Florida
PHONE: (954) 786-4662

Visit Our Website At:
http://www.pompanobeachfl.gov

MAILING ADDRESS:

City of Pompano Beach
P.O. Box 1300
Pompano Beach, FL 33061

PLANNING AND ZONING BOARD/LOCAL
PLANNING AGENCY

January 27th, 2016
Wednesday

City Commission Chambers

7:00 P.M.

AGENDA

A. Call to order by the Vice Chairman of the Board, Mr. Dwight Evans.

B. ROLL CALL:

- Elizabeth Anderson
- M. Dwight Evans
- Richard Klosiewicz
- Joan Kovac
- Jerold Mills
- Fred Stacer *Tardy*
- Jeff Torrey
- Maggie Barszewski
- Karen Friedman
- Paola West
- Jennifer Gomez
- Kerrie MacNeil
- Carrie Sarver
- Michael Horan
- Graham Penn
- Sharyn Pachnek
- Jan Shields
- Vincent Cavarra
- Angelina Rosenberg

Also Present

G. ABANDONMENT / VACATION REQUESTS



2. RACETRAC PETROLEUM, INC. / WEST ATLANTIC EASEMENT VACATION HEARD FIRST

Planning and Zoning #15-2700010

Consideration of the request by **THOMAS ENGINEERING GROUP** on behalf of **RACETRAC PETROLEUM, INC.** to abandon the 12-foot wide utility easement located on the northeast corner of NW 30th Avenue and W. Atlantic Blvd. The property is legally described as follows:

AN EASEMENT LYING IN A PORTION OF PARCEL 'A', ENGSTROM PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 152, PAGE 45, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID PARCEL 'A', ENGSTROM PLAT; THENCE SOUTH 88°50'44" WEST, ALONG THE SOUTH LINE OF SAID PARCEL 'A', A DISTANCE OF 272.77 FEET; THENCE NORTH 46°11'32" WEST, A DISTANCE OF 16.98 FEET; THENCE NORTH 88°50 '44" EAST, A DISTANCE OF 284.78 FEET; THENCE SOUTH 01°09'31" EAST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 3345.28 SQUARE FEET.

AKA: NW 30 AV & WEST ATLANTIC BL

ZONED: General Business (B-3)

STAFF CONTACT: Maggie Barszewski (954)786-7921

Maggie Barszewski introduced herself to the Board and stated that Thomas Engineering on behalf of RaceTrac Petroleum is requesting this 12-foot utility Easement Abandonment. The subject property is located on the northeast corner of Northwest 30th Avenue and West Atlantic Boulevard. RaceTrac is constructing a 4,155 sq. ft. fuel station, however the proposed location of the underground fuel tanks happens to be where there is currently a utility easement running along the southern portion of the property. Mrs. Barszewski stated that five of the eleven service providers have yet to provide comments; therefore, staff is recommending a condition to hold the request off of a City Commission agenda until all comments are received or until 60 days – whichever occurs first. Also AT&T and FP&L requested the following condition:

1. The applicant must assume any cost associated with the relocation of any utilities if required and a new recorded easement will need to be dedicated for such utility(s).

Mrs. Barszewski stated that Staff is recommending approval with two conditions:

1. This request will not be placed on a City Commission Agenda until all comments are received from each service provider, or until 60 days from the date of this recommendation, whichever occurs first.

Any person who decides to appeal any decision of the PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. // kem

2. The applicant must assume any cost associated with the relocation of any utilities if required and a new recorded easement will need to be dedicated for such utility(s).

Mrs. Barszewski stated that the applicant is present.

Angelina Rosenberg (1000 Corporate Drive Fort Lauderdale, FL) introduced herself to the Board as the applicant's representative.

Dr. Mills asked if a fuel station was another term for convenience store. Ms. Rosenberg answered that it is a convenience store and gas station. Dr. Mills asked if the fire and engineering departments will have input on this item. Mrs. Barszewski stated that these departments have been involved but we have not received the comments. Mrs. Barszewski stated that the fire department has been involved in the site plan process.

Mrs. Anderson asked which utilities are in the easement. Mrs. Barszewski answered that AT&T and FPL are located in the easement and we received responses from these companies stating that they have concerns of possible utilities relocation.

Mr. Evans asked if they have not received responses from five of the eleven. Mrs. Barszewski confirmed. Mrs. Barszewski added that the responses are required before placement on City Commission agenda because it was made a condition.

Mr. Evans asked which five companies Staff has not heard from. Mrs. Barszewski answered: CRA, Fire, Engineering, Utilities, and Department of Transportation.

Mrs. Kovac suggested adding a condition that the item could not move onto the City Commission until these comments are received.

Mrs. Anderson asked if one of the entities replied with an objection, would the item be brought back to the Board. Mrs. Barszewski stated that they would create a condition that would satisfy the objecting comment.

The Applicant mentioned that they have a 22 foot easement in total and they are only abandoning 12 feet of the easement. The applicant also added that they will relocate any utilities out of the portion that they wish to abandon.

Mr. Evans asked if the audience had any questions and received no answer.

MOTION was made by Joan Kovac and seconded by Richard Klosiewicz to recommend approval of the easement vacation, subject to the two (2) conditions of staff. All voted in favor of the above motion; therefore, the motion passed.

Mr. Evans asked if the applicant has any objections to the conditions and the applicant responded that they have no objections.



City Attorney's Communication #2016-787
May 12, 2016

TO: Suzette Sible, Finance Director

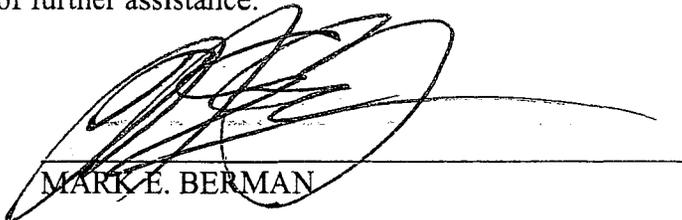
FROM: Mark E. Berman, City Attorney

RE: Ordinance – First Amendment to the Agreement for Financial Advisor/Professional Services

As requested in your memorandum of May 11, 2016, Finance Department Memo 16-102, the above-referenced First Amendment has been prepared and is attached at this time along with the appropriate Ordinance captioned as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR FINANCIAL ADVISOR/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND PUBLIC FINANCIAL MANAGEMENT, INC.; 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/finance/2016-787

Attachments

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 FIRST AMENDMENT TO THE AGREEMENT FOR FINANCIAL ADVISOR/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND PUBLIC FINANCIAL MANAGEMENT, INC.; 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 a First Amendment to the Agreement for Financial Advisor/Professional Services between the City of Pompano Beach and Public Financial Management, Inc., a copy of which First Amendment 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 First Amendment.

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 _____, 2016.

PASSED SECOND READING this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
5/12/16
L:ord/2016-201

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the _____ day of _____, 2016, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "City,"

and

PUBLIC FINANCIAL MANAGEMENT, INC. a Pennsylvania corporation, authorized to do business in the State of Florida, whose address is 255 Alhambra Circle, Suite 404, Coral Gables, Florida 33134, hereinafter referred to as "Financial Advisor" or "PFM."

WHEREAS, the parties entered into an Agreement for Financial Advisor/Professional Services ("Original Agreement"), a copy of the Original Agreement is attached hereto and made a part hereof, and approved by City Ordinance No. 2014-32; and

WHEREAS, the parties desire to extend the term for an additional year and amend certain terms and conditions to the Original Agreement; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Agreement shall remain in full force and effect except as specifically amended hereinbelow.
3. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending June 1, 2017.

4. Paragraph II. of the Original Agreement is hereby amended to read as follows:

II. AGREEMENT DOCUMENTS

It is understood that all terms, provisions, conditions and obligations set forth in the contract documents of the City of Riviera Beach, Florida shall constitute a part of this Agreement and are to have same force and effect as if set forth specifically and at length herein. PFM will provide insurance per the Contract requirements, naming the City of Pompano Beach, as a certificate holder/additional insured in the same manner as required for the City of Riviera Beach. Such proof of insurance must be provided to the City's Risk Manager within ten (10) business days of agreement approval, but prior to provision of services under this Agreement.

Notwithstanding other language in the City of Riviera Beach Agreement, which the parties mutually agree applies to this City of Pompano Beach agreement, dispute resolution and venue shall be in Broward County, Florida.

In addition to the indemnification language in the City of Riviera Beach Agreement, 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.

5. Paragraph IV. of the Original Agreement is hereby replaced in its entirety with the following language:

IV. 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, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

6. Paragraph V. of the Original Agreement is hereby amended to read as follows:

V. NOTICES

All notices given under this Agreement shall be in writing, sent by ~~registered~~ certified United States mail, with return receipt requested, addressed to the party for whom it is intended, ~~at the designated below~~. The parties designate the following as the respective places for giving notice, to-wit:

...

PUBLIC FINANCIAL MANAGEMENT, INC.
~~300 S. Orange Ave.~~ 255 Alhambra Circle
~~Suite 1170~~ Suite 404
~~Orlando, FL 32801~~ Coral Gables, Florida 33134
Attention: ~~David Moore,~~ Sergio Masvidal, Managing Director

7. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

8. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be duly executed on 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 by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

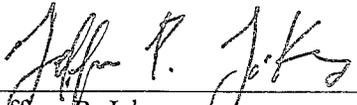
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“FINANCIAL ADVISOR”:

Witnesses:

PUBLIC FINANCIAL MANAGEMENT, INC.



Jeffrey P. Jakes

By: 

David M. Moore, Managing Member



Tyler Calderone

STATE OF FLORIDA

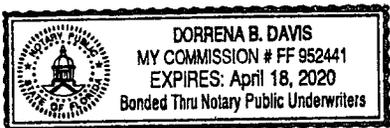
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31st day of May, 2016, by David M. Moore as Managing Member of PUBLIC FINANCIAL MANAGEMENT, INC. a Pennsylvania corporation, authorized to do business in the State of Florida. He is personally known to me.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA



Dorrena B. Davis

(Name of Acknowledger Typed, Printed or Stamped)

FF 952441

Commission Number

/jmm
5/25/16
l:agr/finance/2016-786

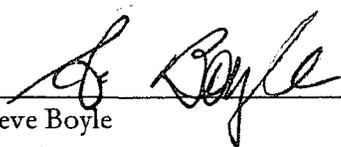


CERTIFICATE OF AUTHORITY

May 12, 2016

As Secretary of Public Financial Management I affirm that David Moore, Managing Director of this firm, is authorized to make, enter into, sign, seal and deliver on behalf of the company contractual documents in connection with this **City of Pompano Beach** proposal and/or contract.

Public Financial Management, Inc.



Steve Boyle
Secretary

2014-32/16

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 AN AGREEMENT FOR FINANCIAL ADVISOR/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND PUBLIC FINANCIAL MANAGEMENT, INC.; 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 for Financial Advisor/Professional Services between the City of Pompano Beach and Public Financial Management, Inc., 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.

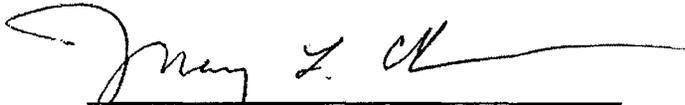
PASSED FIRST READING this 8th day of April, 2014.

PASSED SECOND READING this 22nd day of April, 2014.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
3/14/14
L:ord/2014-206

AGREEMENT FOR FINANCIAL ADVISOR/PROFESSIONAL SERVICES

PUBLIC FINANCIAL MANAGEMENT, INC. & CITY OF POMPANO BEACH, FLORIDA

This Agreement, made and entered into this 28th day of April 2014, by and between the City of Pompano Beach, Florida (the "CITY ") and Public Financial Management, Inc., (the "Financial Advisor" or "PFM") sets forth the terms and conditions under which the Financial Advisor shall provide services.

WHEREAS, the CITY is desirous of obtaining the services of a financial advisor to develop and assist in implementing the CITY 's strategies to meet its current and long-term operations and capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisor/professional services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the CITY and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the CITY services related to financial planning, policy development and services related to debt issuance. This agreement references the scope of work to be performed, terms, conditions and fees of the agreement between the City of Riviera Beach and PFM, attached hereto as **Attachment A**.

II. AGREEMENT DOCUMENTS

It is understood that all terms, provisions, conditions and obligations set forth in the contract documents of the City of Riviera Beach, Florida shall constitute a part of this Agreement and are to have same force and effect as if set forth specifically and at length herein. PFM will provide insurance per the Contract requirements, naming the City of Pompano Beach, as a certificate holder/additional insured in the same manner as required for the City of Riviera Beach; Such proof of insurance must be provided to the City's Risk Manager within ten (10) days of agreement approval, but prior to provision of services under this Agreement.

III. TERMS AND TERMINATION

This Agreement shall be effective upon execution by both parties and shall terminate on June 1, 2016, with an option to renew for two additional twelve month periods to coincide with execution of such options by the City of Riviera Beach, and subject to City of Pompano Beach City Commission approval.

IV. PUBLIC RECORDS

A. The City is a public agency subject to Chapter 119, Florida Statutes. PFM shall comply with Florida's Public Records Law. Specifically, PFM 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 PFM, as may be related to the scope of services, 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 PFM 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.

V. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to-wit:

THE CITY OF POMPANO BEACH, FL

City of Pompano Beach
Finance Department (Room 480)
100 W. Atlantic Blvd.
Pompano Beach, FL 33060
Attention: Suzette Sibble, Finance Director

PUBLIC FINANCIAL MANAGEMENT, INC.

300 S. Orange Ave.
Suite 1170
Orlando, FL 32801
Attention: David Moore, Managing Director

VI. CONTINUING PROFESSIONAL EDUCATION

PFM agrees to allow City staff to attend firm educational seminars in order to provide up to 24 hours (8 hours per staff member) of continuing professional education credits annually, at no charge.

VII. CONTROLLING PROVISIONS

Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of Sections I-VII herein and the requirements or provisions of the contract with City of Riviera Beach, the provisions shall be given precedence in the following order: (1) Sections I-VII herein and (2) City of Riviera Beach contract, included as **Attachment A**. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper and appropriate officials on the day and year first above written.

"CITY"

Witnesses:

Betty J. Morris
Shelby R. Bartholomew

CITY OF POMPANO BEACH

By: Lamar Fisher
LAMAR FISHER, MAYOR
By: Dennis W. Beach
DENNIS W. BEACH, CITY MANAGER

Attest:

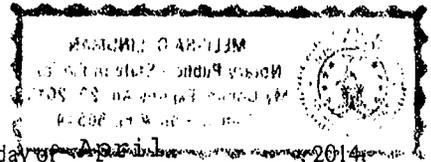
Mary L. Chambers
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

Gordon B. Linn
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

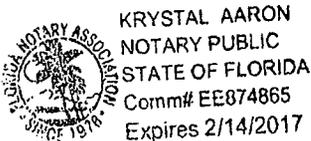


The foregoing instrument was acknowledged before me this 28th day of April, 2014, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:
FLORIDA

Krystal Aaron
NOTARY PUBLIC, STATE OF FLORIDA
Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



"FINANCIAL ADVISOR"

Witnesses:

PUBLIC FINANCIAL MANAGEMENT, INC.

STATE OF FLORIDA

[Handwritten Signature]
[Handwritten Signature]

By: [Handwritten Signature]

Dated: 3/25/14

STATE OF FLORIDA
COUNTY OF Orange

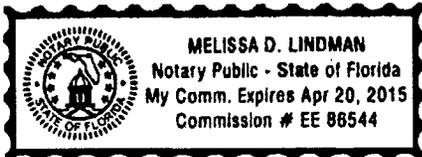
The foregoing instrument was acknowledged before me this 25 day of March, 2014 by David Moore, as Managing Director of Public Financial Management, Inc., who is personally known to me or produced identification in the form of _____.

NOTARY'S SEAL:
FLORIDA

[Handwritten Signature]
NOTARY PUBLIC, STATE OF FLORIDA

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

EE 86544
Commission Number



CONTRACT FOR FINANCIAL ADVISOR/PROFESSIONAL SERVICES

This Contract is made as of the 5th day of June, 2013 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Public Financial Management, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the FINANCIAL ADVISOR.

In consideration of the mutual promises contained herein, the CITY and the FINANCIAL ADVISOR agree as follows:

ARTICLE 1 – SERVICES

The FINANCIAL ADVISOR'S responsibility under this Contract is to provide professional/consultation services in the area of developing financing strategy and consultation, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

Advisory services required by the City relating to the subject matter of this Contract may include services rendered by Financial Advisor's investment advisory affiliate PFM Asset Management LLC ("PFMAM"). Any such services and related compensation agreed between the City and PFMAM will be described in a separate addendum to which the relevant terms of this Contract will be applicable.

The CITY'S representative/liaison during the performance of this Contract shall be Randy M Sherman, Director of Finance and Administrative Services.

ARTICLE 2 - SCHEDULE

The Financial Advisor shall commence services on June 1, 2013 for a three year term, with the option to renew for two additional twelve month periods to be authorized by the City Council.

ARTICLE 3 – PAYMENTS TO FINANCIAL ADVISOR

- A. The CITY agrees to compensate the FINANCIAL ADVISOR in upon the completion of bond financing, or on an hourly basis for services other than those related to the issuance of bonds. The Financial Advisor shall be paid in accordance with Exhibit "B" from bond proceeds, which will not be paid from the Cities General Fund Operating Account. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of performance of this contract shall be itemized and invoiced separately. The CITY shall not reimburse the FINANCIAL ADVISOR for any travel costs incurred as a direct result of the FINANCIAL ADVISOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, attached hereto and made part hereof.
- B. Invoices received from the FINANCIAL ADVISOR pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the

Contract Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the CITY OF RIVIERA BEACH 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 this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the FINANCIAL ADVISOR will clearly state "final invoice" on the FINANCIAL ADVISOR'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY OF RIVIERA BEACH. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the FINANCIAL ADVISOR.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the FINANCIAL ADVISOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used determined the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

ARTICLE 5 – TERMINATION

This Contract may be canceled by the FINANCIAL ADVISOR 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 FINANCIAL ADVISOR. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the FINANCIAL ADVISOR. Unless the FINANCIAL ADVISOR is in breach of this Contract, the FINANCIAL ADVISOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the FINANCIAL ADVISOR 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 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 FINANCIAL ADVISOR 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.

All of the services required herein under shall be performed by the FINANCIAL ADVISOR 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 FINANCIAL ADVISOR's key personnel, must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective.

The FINANCIAL ADVISOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Company's personnel (and all Subcontractors) while on City premises, will comply with all City requirements governing conduct, safety and security.

ARTICLE 7 – SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor. The FINANCIAL ADVISOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion the FINANCIAL ADVISOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 – FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the FINANCIAL ADVISOR. The FINANCIAL ADVISOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with CITY; nor is the FINANCIAL ADVISOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The FINANCIAL ADVISOR 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 an annual appropriation for its purpose by the CITY OF RIVIERA BEACH COUNCIL.

ARTICLE 10 – INSURANCE

- A. Prior to execution of this Contract by the CITY, the FINANCIAL ADVISOR shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the FINANCIAL ADVISOR has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE. FINANCIAL ADVISOR will not materially alter any of the insurance policies currently in force and relied on in its proposal. Further, FINANCIAL ADVISOR will not reduce any coverage amount below the limits specified in the RFP. Compliance with the foregoing requirements shall not relieve the FINANCIAL ADVISOR of its liability and obligations under this Contract.
- B. The FINANCIAL ADVISOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$500,000 per occurrence.
- C. The FINANCIAL ADVISOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the FINANCIAL ADVISOR from claims for damages for bodily and person injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the FINANCIAL ADVISOR or by anyone directly employed by or contracting with the FINANCIAL ADVISOR.
- D. The FINANCIAL ADVISOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the FINANCIAL ADVISOR from claims for damages for bodily and personal property damages liability to protect the FINANCIAL ADVISOR from claims for damages for bodily and person injury, including death, as well as from claims for property damage, which may arise from the, use, or maintenance of non-owned automobiles, including rented automobiles whether such operations be by the FINANCIAL ADVISOR or by anyone directly or indirectly employed by the FINANCIAL ADVISOR.
- E. The FINANCIAL ADVISOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the FINANCIAL ADVISOR shall specifically include the CITY as an "Additional Insured".
- G. The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The 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.

ARTICLE 11 – INDEMNIFICATION

The FINANCIAL ADVISOR shall indemnify and hold harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liabilities, losses, causes of action, and costs, including, but not limited to, reasonable attorney's fees (at the trial and appellate levels), which may arise from any negligent act or omission of the FINANCIAL ADVISOR, its agents, servants, or employees in the performance of services under this Contract. Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The CITY and the FINANCIAL ADVISOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the FINANCIAL ADVISOR shall assign, sublet, convey or transfer its interest in this Contract without the 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 FINANCIAL ADVISOR.

ARTICLE 13 – DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.

All claims arising out of this Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County, Florida. 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 FINANCIAL ADVISOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The FINANCIAL ADVISOR further represents that no person having any interest shall be employed for said performance.

The FINANCIAL ADVISOR shall promptly notify the CITY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the FINANCIAL ADVISOR'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 FINANCIAL ADVISOR 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 the by the FINANCIAL ADVISOR. The CITY agrees to notify the FINANCIAL ADVISOR of its opinion by certified mail within thirty (30) days of receipt of notification by the FINANCIAL ADVISOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the FINANCIAL ADVISOR, the CITY shall so state in the notification and the FINANCIAL ADVISOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the FINANCIAL ADVISOR under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the FINANCIAL ADVISOR'S request, the CITY shall consider the facts and extent of any failure to perform the work, and if the FINANCIAL ADVISOR'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 – ARREARS

The FINANCIAL ADVISOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The FINANCIAL ADVISOR further warrants and represents that it has no obligations or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP DOCUMENTS

The FINANCIAL ADVISOR shall deliver to the CITY'S representative 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 FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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 hereby.

ARTICLE 18 – INDEPENDENT CONTRACTOR RELATIONSHIP

The FINANCIAL ADVISOR 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 FINANCIAL ADVISOR'S sole direction, supervision, and control. The FINANCIAL ADVISOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the FINANCIAL ADVISOR'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the City.

The FINANCIAL ADVISOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 19 – CONTINGENT FEES

The FINANCIAL ADVISOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FINANCIAL ADVISOR 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 FINANCIAL ADVISOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the aware of making of this Contract.

ARTICLE 20 – ACCESS AND AUDITS

The FINANCIAL ADVISOR shall maintain adequate records to justify all charges, expenses, and costs 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 FINANCIAL ADVISOR'S place of business.

ARTICLE 21 – NONDISCRIMINATION

The FINANCIAL ADVISOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national original, ancestry, marital status, or sexual orientation.

ARTICLE 22 – ENFORCEMENT COSTS

All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or

performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 23 – AUTHORITY TO PRACTICE

The FINANCIAL ADVISOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct 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 24 – 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 25 – PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 26 – MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the FINANCIAL ADVISOR of the CITY'S notification of a contemplated change, the FINANCIAL ADVISOR 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 FINANCIAL ADVISOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the FINANCIAL ADVISOR 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 Contract Amendment and the FINANCIAL ADVISOR shall not commence work on any such change until such written amendment is signed by the FINANCIAL ADVISOR and approved and executed by the City Council for the CITY OF RIVIERA BEACH.

ARTICLE 27 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Director of Finance and Administrative Services
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

and if sent to the FINANCIAL ADVISOR shall be mailed to:

Sergio Masvidal, Director
Public Financial Management, Inc.
255 Alhambra Circle, Suite 404
Coral Gables, FL 33134

ARTICLE 28 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 29 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event FINANCIAL ADVISOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

ARTICLE 30 - REPRESENTATIONS/BINDING AUTHORITY

FINANCIAL ADVISOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Sergio Masvidal, Director, hereby represents to the CITY that he has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the FINANCIAL ADVISOR for whom he is signing and has the authority to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the FINANCIAL ADVISOR agree that this Contract, with exhibits, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. 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 26 – Modifications of Work.

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

PUBLIC FINANCIAL MANAGEMENT, INC.



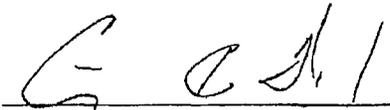
THOMAS A. MASTERS, MAYOR



DAVID M. MOORE, MANAGING DIRECTOR

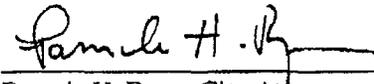
(MUNICIPAL SEAL)

ATTEST:



CARRIE E. WARD, MMC
CITY CLERK

REVIEWED AS TO LEGAL SUFFICIENCY



Pamala H. Ryan, City Attorney
City of Riviera Beach

DATE: 6/4/13

Exhibit A

SCOPE OF SERVICE

On an as needed basis, the consultant will perform financial/analytical services for a variety of assignments as requested by the Office of the City Manager and City of Riviera Beach Finance Department. At a minimum, the services provided may include, but need not necessarily be limited to the following:

1. SERVICES RELATED TO FINANCIAL PLANNING

- A. Assist the City in the design, implementation, and monitoring of the financing element of the City of Riviera Beach five (5) year capital plan. This task includes an overall evaluation of all financing sources presently or projected to be available to the City, including internally generated funds, debt financing, leasing, federal or state grants, private sources, and various combinations of all these sources.
- B. Prepare cash flow analysis for each of the various major capital improvements included in the City 5 year capital improvement plan and any other project that may not be included in the capital improvement plan.
- C. Prepare a comprehensive analysis of the City's current debt and financial capacity. This analysis shall include a long-term financial feasibility analysis for each significant capital improvement project contained in the City's 5 year capital plan for which financing must be considered. Implicit in this analysis is an evaluation of the impact of the operating costs of these improvements on the financial capacity of the City.
- D. The financial advisor should also review all indebtedness of the City and provide recommendations relative to the refinancing or early extinguishment of said obligations.
- E. Provide an analysis of all available financing options. As stated previously, this analysis should not be limited to a consideration of which type of debt should be issued to finance a particular project, but should also consider whether or not a financing alternative to debt exists.
- F. In the event that the issuance of debt is determined to represent the most viable financing alternative, this analysis should not necessarily be limited to the more traditional forms of financing available to governmental entities, but should also recognize some of the alternative financing methods available, such as sale/leaseback, pooled debt participation, even taxable instruments, new markets tax credit, and federal, state and local grants.

2. SERVICES RELATED TO DEBT ISSUANCE

Prepare a Debt Financing Structure. This is a complex function which will generally consist of, but need not necessarily be limited to, development of the following structural components:

Exhibit A

SCOPE OF SERVICE

- A. Establishment of sizing parameters for the debt to be issued, taking into consideration both the cash flow requirements associated with the capital improvements being financed, as well as reinvestment yields estimated to be available during the term of the project.
- B. Determination of a maturity schedule for the proposed debt. This evaluation should take into account the estimated useful life of the project to be constructed utilizing the proceeds of the debt, as well as future demands upon the funds pledged for the repayment of the debt. Functionally related to the proposed maturity schedule is a determination of whether or not to use exclusively serial instruments or an appropriate combination of term and serial obligations.
- C. Recommendation of an appropriate credit structure. One of the most critical elements in the design of any capital facility debt financing is a determination of source of funds to be used to repay the debt which is acceptable from the perspective of both the issuer and the purchaser. This evaluation will include recommendations as to appropriate primary as well as secondary revenue sources to be pledged for the repayment of the debt, and should also give serious consideration to the form of the pledge (i.e. Revenue vs. General Obligation).
- D. Evaluate the use of appropriate types of credit enhancements. This analysis should result in recommendations relating to, among other things, the use of bond insurance or letters of credit.
- E. Make recommendations concerning the timing of the issuance of debt obligations to fund the improvements. This analysis includes a review not only of when to issue the debt to take advantage of the most favorable market conditions, but also should include a recommendation as to the desirability of utilizing interim financing techniques, such as bond or revenue anticipation notes or lines of credit.
- F. Design and implement appropriate mechanical features of the debt issued. This item includes making recommendations pertaining to the physical form of the obligations issued, including recommendations relating to the feasibility of issuing book entry only obligations.
- G. The final task in preparing the debt financing structure is to determine whether the obligations should be sold competitively, negotiated, or placed privately. In the event that a negotiated sale is the preferred method, the financial advisor will be responsible for the preparation of a request for proposals for underwriting services, and will assist the City in the selection process.
- H. Assist the City and bond counsel, as necessary, in any required validation proceedings.

Exhibit A

SCOPE OF SERVICE

- I. Prepare, and make presentations on behalf of the City, to one or more of the nationally recognized credit rating organizations in order to obtain the highest possible credit rating for the obligations of the City. This task envisions not only obtaining a rating for the City but also ensuring the maintenance of the ratings obtained, where possible.
- J. Assist the City in the procurement of various types of professional services required in conjunction with the issuance of the obligations, including, but not limited to, the following:
 1. Investment Banking (Underwriting) Services (negotiated sale only)
 2. Bond Counsel
 3. Printing Services (for both the official statements as well as the actual bond forms)
 4. Bond Registration, Paying Agent, and Trustee Services (if applicable)
 5. Verification Services (for refunding issues)
 6. Arbitrage Rebate Calculation Services
 7. Disclosure Services

It is intended that the inclusion of this responsibility within the scope of services provided by the financial advisor also envisions the post issuance evaluation by the financial advisor of the services so obtained.

- K. Provide continuing updates on the impact of current or proposed state or federal legislation, or the effects of changing market conditions that could potentially affect the City's financing plans.
- L. Attend City Council meetings and other scheduled City meetings as requested, with reasonable advance notice.
- M. Evaluate the projected cash flow from any revenue sources that may constitute security for any obligation incurred.
- N. Work with the City and bond counsel to recommend size, financial structure, specific terms and conditions of any financial arrangement.

Exhibit A

SCOPE OF SERVICE

- O. Assist the City in the formation of a financing team along with a list of the required services of underwriter, trustee, bond rating agency, legal counsel, and any other professional service as required.
- P. Assist the City with determining the costs required to underwrite any proposed financing arrangement.

3. SERVICES RELATED TO COST-BENEFIT AND RISK ANALYSIS AND RELATED DUE DILIGENCE FOR PROSPECTIVE PUBLIC/PRIVATE DEVELOPMENT OPPORTUNITIES

On an as needed basis, the consultant will perform specialized financial/analytical services in relation to proposed public/private development projects. At a minimum, the selected Financial Advisor will provide the following services:

Provide economic analysis of proposed development property that illustrates the economic and real estate value of the property if developed as expected (the assumed baseline) and the economic and real estate potential if developed to maximize the economic development potential to the City, including assessing options to leverage public actions and investments. A successful product for the City shall include:

- A. Highest and best use analyses; alternative financing options; cost benefit analysis; fair market value and re-use analyses; evaluation of development cost; evaluation of financial projections and corporate due diligence.
- B. Identification and linkages between public-policy options and public benefit.
- C. Sensitivity analysis of uncertain variables.
- D. Discussion of risk and trade-offs from the City and Developer's perspective.
- E. Evaluation of development scenario to determine whether there are additional opportunities that could increase the return on investment and provide significant economic development to the City of Riviera Beach beyond that proposed in the developer's baseline scenario.
- F. Ensure the appropriate level of due diligence is completed to provide assurance the developer has the financial capacity and strength to complete the proposed development project; and the developer is in compliance with all regulatory bodies.
- G. Ensure the City only provides a level of public subsidy consistent with the anticipated return on investment (including economic development) and receives a level of return appropriate for the inherent risks associated with the proposed phased strategy of the development project.

- H. Assist in the negotiation of appropriate levels of Return on Investment (ROI) on the City' behalf consistent with the amount of risk and level of subsidy being requested by the developer.
- I. Analyze and report on the advantages and disadvantages of each proposed financing arrangements.

Exhibit B

FEE SCHEDULE

Transactional Fee Schedules:

<u>Bond Size</u>	<u>Incremental Fee Per \$1,000</u>
Up to 50,000,000	0.90
Over 50,000,001	0.75

A minimum fee of \$20,000 per transaction and a maximum of \$75,000 per transaction.

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director, Director, and Senior Managing consultant <i>David Moore, Sergio Masvidal, Marissa Wortman (or equivalent)</i>	\$180.00
Senior analyst and Analyst <i>Nicklas Rocca, Pedro Varone (or equivalent)</i>	\$150.00
Administrative Staff	\$25.00

Out-of-Pocket Expenses

The lesser amount of not to exceed \$1,000 per issue, or actual costs (travel, lodging, meals, postage, telephone, copies, printing, all other miscellaneous expenses) excluding New York travel which is billed at cost.

Type of Expense

Photocopies	\$0.10 per page for Black and White \$1.00 per page for Color Printer
Facsimile	\$1.00 per page
Long Distance Telephone	At Cost
Conference Calls	At Cost
Travel	In accordance with F.S.112.061
Mileage	In accordance with F.S.112.061
Postage	At Cost
Courier, Overnight Delivery	At Cost

Meeting Date: June 14, 2016

Agenda Item

16

REQUESTED COMMISSION ACTION:

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

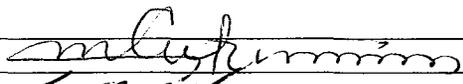
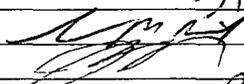
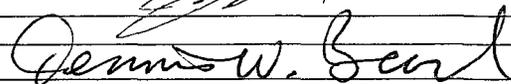
SHORT TITLE

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH FLORIDA, AMENDING CHAPTER 152, "BUILDINGS," BY AMENDING SECTION 152.12, "BUILDING PERMIT FEES," TO MODIFY REQUIREMENTS AND FEES FOR ISSUANCE OF BUILDING PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Pursuant to House Bill 535 (2016), the Florida Legislature recently amended Section 553.79, Florida Statutes, to modify requirements and fees attendant to the issuance of building permits and necessary to revise Section 152.12, "Building Permit Fees," of the City of Pompano Beach Code of Ordinances.

- (1) Origin of request for this action: Development Services Dept.
- (2) Primary staff contact: Miguel Nunez Ext. 7774
- (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
Building Div	5/24/16	Approval	
Dev. Services	5/24/16	Approval	
City Attorney	5/24/16		

X City Manager 

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



City Attorney's Communication #2016-817
May 16, 2016

TO: Miguel Nunez, Building Official
FROM: Fawn Powers, Assistant City Attorney
RE: Ordinance Amending Chapter 152, "Buildings"

Pursuant to your request, I have prepared and attached the following form of Ordinance:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 152, "BUILDINGS," BY AMENDING SECTION 152.12, "BUILDING PERMIT FEES," TO MODIFY REQUIREMENTS AND FEES FOR ISSUANCE OF BUILDING PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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



FAWN POWERS

/jrm
L:cor/bldg/2016-817

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 152, "BUILDINGS," BY AMENDING SECTION 152.12, "BUILDING PERMIT FEES," TO MODIFY REQUIREMENTS AND FEES FOR ISSUANCE OF BUILDING PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to House Bill 535 (2016), the Florida Legislature recently amended Section 553.79, Florida Statutes, to modify requirements and fees attendant to the issuance of building permits; and

WHEREAS, it is necessary to revise Section 152.12 of the City's Code of Ordinances to comport with the foregoing statutory revisions; and

WHEREAS, 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 Commission Meeting Room of the City of Pompano Beach, Florida; and

WHEREAS, a public hearing before the City Commission was held pursuant to the public 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 152.12, "Building Permit Fees," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§152.12 BUILDING PERMIT FEES.

(A) General permit fees shall be as stated below. The minimum fee for all general permits shall be \$50 unless otherwise set forth herein.

...

(5) The issuance of a foundation-only permit or a permit for any part of a building or structure shall be determined by the Building Official after submittal of the appropriate construction documents and before the complete set of construction documents for the entire building or structure have been submitted, and paid at the time of issuance. Foundation-only permit is to be paid at issuance of the foundation-only permit (only if complete set of plans are available for review.) This fee shall be in addition to total building fees including foundations. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of technical codes. The pPermit fee for a foundation-only permit shall be \$1.00 per sq. ft. The permit fee for any part of a building or structure shall be in accordance with (A)(1) of this subsection. The foregoing fees are in addition to total building fees.

...

SECTION 2. 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 3. This Ordinance shall become effective immediately upon passage.

PASSED FIRST READING this _____ day of _____, 2016.

PASSED SECOND READING this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

jrm
5/18/16
L:ord/ch152/2016-203

REQUESTED COMMISSION ACTION:

Consent

X

Ordinance

Resolution

Consideration/
Discussion

Presentation

SHORT TITLE

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH FLORIDA, AMENDING CHAPTER 111, "CONTRACTORS, MASTERS, JOURNEYMAN," OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 111.03, "CONTRACTORS' REQUIREMENTS AND RECORDS MAINTENANCE," TO MODIFY REQUIREMENTS AND RECORDS MAINTENANCE FEES FOR ISSUANCE OF BUILDING PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Pursuant to House Bill 535 (2016), the Florida Legislature recently amended Section 553.80, Florida Statutes to modify contractor requirements and records maintenance fees for issuance of building permits and it is necessary to revise Section 111.03 of the City's Code of Ordinances to comport with the foregoing statutory revisions. Section 111.03, "Contractors' Requirements and Records Maintenance," of the City of Pompano Beach Code of Ordinances. While the City is prohibited from charging the fee for this service, Contractor Registration will still be provided as a courtesy to contractors. The loss in revenues will be offset by contributions from the building fund.

- (1) Origin of request for this action: Development Services Dept.
- (2) Primary staff contact: Robin Bird / Miguel Nunez Ext. 4632
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: (\$59,130.33) Loss of fee collections

Will be transferred annually from:
110-1550-515-39-14 to 001-0000-316-60-00
\$14,784 will be transferred for the remaining Fiscal Year.
See attached budget adjustment

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Building Div.	6/4/16	Approval	<i>[Signature]</i>
Dev. Services	6/4/16	Approval	<i>[Signature]</i>
City Attorney	<i>6/2/16</i>		
Budget	<i>6/6/16</i>		
Finance	<i>6/3/16</i>	Approval	<i>[Signature]</i>
X City Manager	<i>[Signature]</i>		<i>[Signature]</i>

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



City Attorney's Communication #2016-827
May 18, 2016

TO: Miguel Nunez, Building Official
FROM: Fawn Powers, Assistant City Attorney
RE: Ordinance Amending Chapter 111, "Contractors, Masters, Journeyman"

Pursuant to your request, I have prepared and attached the following form of Ordinance:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 111, "CONTRACTORS, MASTERS, JOURNEYMAN," BY AMENDING SECTION 111.03, "CONTRACTORS' REQUIREMENTS AND RECORDS MAINTENANCE," TO MODIFY REQUIREMENTS AND RECORDS MAINTENANCE FEES FOR ISSUANCE OF BUILDING PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

FAWN POWERS

/jrm
L:cor/bldg/2016-827f

Attachment

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 111, "CONTRACTORS, MASTERS, JOURNEYMEN," OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 111.03, "CONTRACTORS' REQUIREMENTS AND RECORDS MAINTENANCE," TO MODIFY REQUIREMENTS AND RECORDS MAINTENANCE FEES FOR ISSUANCE OF BUILDING PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to House Bill 535 (2016), the Florida Legislature recently amended Section 553.80, Florida Statutes, to modify contractor requirements and records maintenance fees for issuance of building permits; and

WHEREAS, it is necessary to revise Section 111.03 of the City's Code of Ordinances to comport with the foregoing statutory revisions; and

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 111.03, "Contractors' Requirements and Records Maintenance," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 111.03 CONTRACTORS' REQUIREMENTS AND RECORDS MAINTENANCE.

No building permit shall be issued for the erection, alteration or use of any building or structure or part thereof or for the use of any land or water unless the qualifier of record either:

(A) Presents the following original documents at the time of each permit application:

(1) Certificate of competency with state registration (when required) or state license; and

(2) General liability insurance, ~~Workman's~~ Workers' Compensation insurance or ~~Workman's~~ Workers' Compensation exempt card; ~~and or~~

(3) ~~Appropriate business tax receipt; or~~

(B) In lieu of presentation of the documents required in subsection (A) above at the time of each permit application, ~~has~~ for convenience a contractor can instead elected to complete and file a city contractor's form providing the information required in subsection (A) above, within one year of the filing any building permit application, ~~and has paid an annual contractors' records maintenance fee of \$20.00 to~~ The city shall store all such information in the city's records for a year.

SECTION 2. 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 3. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2016.

PASSED SECOND READING this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

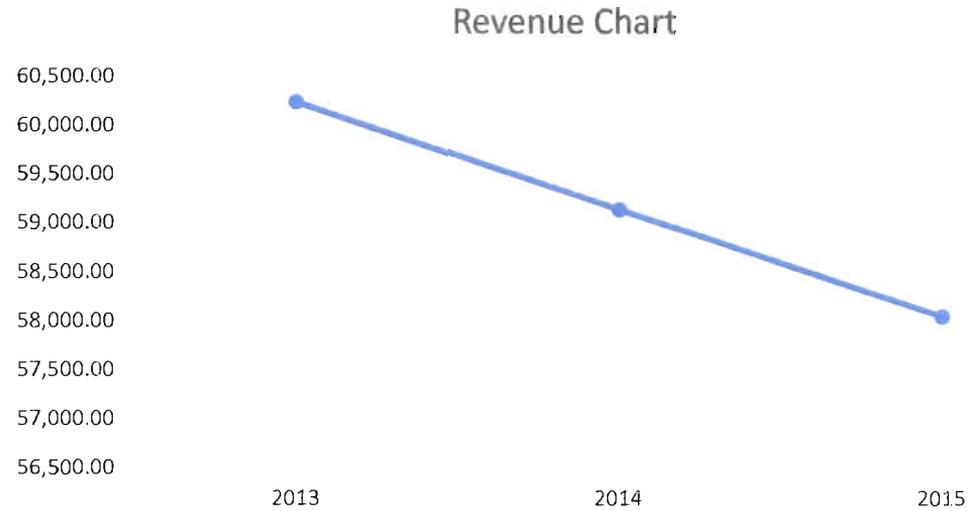
ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
5/18/16
L:ord\ch111/2016-204

Building Contractors' Registration Revenue

FY	Revenue
2013	60,225.00
2014	59,121.00
2015	58,045.00
Average	59,130.33



The revenue associated with this account will be lost; in addition, the service will still be provided, in order to maintain compliance with the Florida Statutes requirements; therefore, the real impact will be as follows:

Average Lost Revenue	59,130.33	
Service Provided	59,130.33	
	118,260.67	Complete Fiscal Impact

May 24, 2016 3:09:39 PM EDT

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- Account miscellaneous
- Budget miscellaneous
- Transactions
- Detail by date
- Detail by code
- Detail by year & p
- Pending by date
- Pending by code
- Pending by year
- Procurement car

Account information

Q BUSINESS TAX RECEIPTS / BUILDING CONTRACTOR REG
 Fiscal year: 2015 Cr
 Estimated revenue: 60,000.00
 Total receipts: 58,045.00
 Q Unrealized revenue: 1,955.00

Account Balance by Period

Q	07 April	5,390.00	33,090.00
Q	08 May	4,280.00	37,360.00
Q	09 June	5,980.00	43,340.00
Q	10 July	5,445.00	48,785.00
Q	11 August	4,480.00	53,265.00
Q	12 September	5,120.00	58,385.00
Q	13 October	340.00	58,045.00

Project Data
Project Entry Optional

Payment information
Vendor (* indicates pending) Total

Segment/Balance Details

Fund	001	GENERAL FUND
Department	00	
Division	00	
Activity basic	31	TAXES
Sub activity	6	BUSINESS TAX RECEIPTS
Element	60	BUILDING CONTRACTOR REG
Object	00	

Estimated revenue - original	60,000.00
Estimated revenue - revised	.00
Actual receipts - current	.00
Actual receipts - ytd	58,045.00
Unposted receipts	.00
Total receipts	58,045.00
Unrealized revenue	1,955.00

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Account miscellaneous
Budget miscellaneous
Transactions
Detail by date
Detail by code
Detail by year & p
Pending by date
Pending by code
Pending by year
Procurement car

Print
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Previous acc...
Next account
2013
2015
Account activi...
Pending trans...
Images
Budget alloca...

Account information
 Q BUSINESS TAX RECEIPTS / BUILDING CONTRACTOR REG
 Fiscal year: 2014 Cr
 Estimated revenue: 52,000.00
 Total receipts: 59,121.00
 Q Unrealized revenue: 7,121.00

Project Data
 Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 October	6,400.00	6,400.00
Q 02 November	3,960.00	10,360.00
Q 03 December	3,740.00	14,120.00
Q 04 January	5,300.00	19,420.00
Q 05 February	3,920.00	23,340.00

Payment information

Vendor	(* indicates pending)	Total

Segment/Balance Details

Fund	001	GENERAL FUND
Department	00	
Division	00	
Activity basic	31	TAXES
Sub activity	5	BUSINESS TAX RECEIPTS
Element	60	BUILDING CONTRACTOR REG
Object	00	

Estimated revenue - original 52,000.00
 Estimated revenue - revised .00
 Actual receipts - current .00
 Actual receipts - ytd 59,121.00
 Unposted receipts .00
 Total receipts 59,121.00
 Unrealized revenue 7,121.00

May 24, 2016 3:10:28 PM EDT

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Navigation

- 001-0000-316.00-00
- Account miscellane...
- Budget miscellane...
- Transactions
- Detail by date
- Detail by code
- Detail by year & p...
- Pending by date
- Pending by code
- Pending by year
- Procurement car...

Account information

Q BUSINESS TAX RECEIPTS / BUILDING CONTRACTOR REG

Fiscal year: 2013 Cr

Estimated revenue: 52,000.00

Total receipts: 60,225.00

Unrealized revenue: 8,225.00-

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 October	6,205.00	6,205.00
Q 02 November	4,300.00	10,505.00
Q 03 December	3,180.00	13,685.00
Q 04 January	5,160.00	18,845.00
Q 05 February	5,240.00	24,085.00

Payment information

Vendor	(* indicates pending)	Total

Segment/Balance Details

Fund	001	GENERAL FUND	Estimated revenue - original	92,000.00
Department	00		Estimated revenue - revised	.00
Division	00		Actual receipts - current	.00
Activity basic	31	TAXES	Actual receipts - ytd	60,225.00
Sub activity	5	BUSINESS TAX RECEIPTS	Unposted receipts	.00
Element	60	BUILDING CONTRACTOR REG	Total receipts	60,225.00
Object	00		Unrealized revenue	8,225.00-

Print

Cancel

Exit

Previous acc...

Next account

2012

2014

Account activi...

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Images

Budget alloca...

REQUESTED COMMISSION ACTION:

Consent
 Ordinance
 Resolution
 Consideration/ Discussion
 Presentation

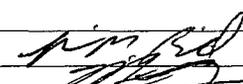
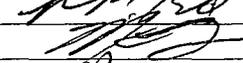
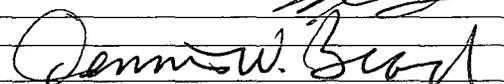
SHORT TITLE

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH PROVIDING FOR THE IMPOSITION OF A MORATORIUM ON ISSUANCE OF DEVELOPMENT ORDERS INVOLVING USES RELATED TO MEDICAL CANNABIS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

A temporary moratorium for a period of 180 days on the acceptance of applications and the issuance of zoning use certificates, business tax receipts and of all development orders and permits, approving any and all uses related to medical cannabis in the City is recommended. In 2014 the Florida Legislature enacted the Compassionate Medical Cannabis Act, which authorizes dispensing organizations to manufacture, possess, sell, and dispense low-THC cannabis for medical use (FSS §381.986). In 2016 the Legislature amended FSS §381.986 to address a multitude of issues including regulatory oversight, additional standards for dispensing organizations, use of independent laboratories etc... (A copy of the Legislature's Staff Analysis of all changes is attached). The Florida Department of Health's Office of Compassionate Use (DOH) created the administrative provisions which were adopted in June 17, 2015 as Florida Administrative Code 64-4. In July 2015 DOH began accepting applications for dispensing organizations and in the end of 2015 DOH selected the five dispensing organizations (a 6th was approved in March 2016). According to the DOH website, dispensing organizations have not begun dispensing and DOH anticipates that product will be available to patients by September 2016. The moratorium is intended to allow sufficient time to study the provision of uses related to medical cannabis and the impact of these uses on residents, property values, and redevelopment planning efforts, as well as the projected demand for and location of these uses.

- (1) Origin of request for this action: Development Services Dept.
- (2) Primary staff contact: Robin M. Bird/ Karen Friedman KBF 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	<u>5/23/16</u>	Approval	
City Attorney	<u>5/24/16</u>	<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/> City Manager			

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



City Attorney's Communication #2016-790
May 13, 2016

TO: Karen Friedman, AICP, Principal Planner
FROM: Mark E. Berman, City Attorney
RE: Ordinance – Medical Cannabis Moratorium

As requested in your memorandum of May 9, 2016,, Department of Development Services Memorandum No. 16-202, the following form of ordinance, relative to the above-referenced matter, has been prepared and is attached:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPAÑO BEACH, FLORIDA, PROVIDING FOR IMPOSITION OF A MORATORIUM ON ISSUANCE OF DEVELOPMENT ORDERS AND PERMITS AND ON THE PROCESSING OF APPLICATIONS INVOLVING USES RELATED TO MEDICAL CANNABIS; PROVIDING FOR A SIX MONTH TERM TO BE EXTENDED IF NECESSARY; PROVIDING FOR EARLY TERMINATION UPON PASSAGE OF ORDINANCES REGULATING MEDICAL CANNABIS USES IN THE CITY PRIOR TO EXPIRATION OF THE MORATORIUM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; 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/2016-790

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, PROVIDING FOR IMPOSITION OF A MORATORIUM ON ISSUANCE OF DEVELOPMENT ORDERS AND PERMITS AND ON THE PROCESSING OF APPLICATIONS INVOLVING USES RELATED TO MEDICAL CANNABIS; PROVIDING FOR A SIX MONTH TERM TO BE EXTENDED IF NECESSARY; PROVIDING FOR EARLY TERMINATION UPON PASSAGE OF ORDINANCES REGULATING MEDICAL CANNABIS USES IN THE CITY PRIOR TO EXPIRATION OF THE MORATORIUM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission and the city's Planning and Zoning Board/Local Planning Agency have previously undertaken the necessary studies and adopted a Comprehensive Plan to guide and control growth in the city; and

WHEREAS, the goals, objectives and policies contained within the city's adopted Comprehensive Plan require that the city periodically review and update new regulations and procedures as a result of amendments and additions to federal, state and county laws and regulations to ensure that all land uses within the city are consistent with the city's character and Future Land Use Plan, encourage the adoption of innovative land development regulations, and protect the health, welfare and safety of the city's residents; and

WHEREAS, in 2014, the Florida Legislature enacted the Compassionate Medical Cannabis Act, creating Section 381.986, Florida Statutes, which authorized dispensing organizations authorized by the Department of Health to manufacture, possess, sell, and dispense low-THC cannabis for patients suffering from specified medical conditions; and

WHEREAS, in the recently concluded 2016 session, the Florida House of Representatives passed HB307 and HB 133 on March 3, 2016, which passed the Florida Senate on March 7, 2016, and which was approved by the Governor on March 25, 2016, and became effective on that date. Said Bill amended numerous provisions of Section 381.986, Florida Statutes and provided additional regulation of the Department of Health with regard to medical cannabis; and

WHEREAS, Chapter 64-4, "Compassionate Use," of the Florida Administrative Code, has been enacted to regulate the Department of Health with regard to requirements for dispensing organizations, including procedures for application, review, approval, inspection and authorization of dispensing organizations, and the Department of Health has commenced its application and review process, including approval of these organizations; and

WHEREAS, the city's Development Services staff requires time to review the recently enacted legislation and to research issues related to the processing, dispensing, and testing of medical cannabis as well as issues related to the safety, security, hours of operation, noise, traffic, parking and odor, in order to effectively and properly enact zoning and any other necessary ordinances to fairly regulate the distribution and other related uses to medical cannabis in the city in order to best serve the city's residents and to ensure compliance with the city's Comprehensive Plan and a moratorium would serve to provide the necessary time; and

WHEREAS, in accordance with Florida Statutes, Section 166.041(3)(c)2, advertisements in accordance with said statute have been published in a newspaper of general paid circulation in the City of Pompano Beach and of general interest and readership in the community, notifying the public of two public hearings on this proposed ordinance; and

WHEREAS, two public hearings have been held pursuant to said published hearings and all persons so desiring had the opportunity to be, and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. Moratorium Imposed; Applicability.

During the time this moratorium shall be in effect as specified herein, there shall be a moratorium upon the acceptance of applications and the issuance of zoning use certificates, business tax receipts and of all development orders and permits, as defined in Section 163.3164, Florida Statutes, (collectively Development Orders) approving any and all uses related to medical cannabis in the city.

SECTION 2. Term.

The moratorium imposed by this ordinance is temporary and, unless dissolved earlier by the city, shall automatically dissolve in one hundred eighty (180) days from the effective date of this ordinance unless extended in accordance with applicable law. This moratorium may be reasonably extended, if necessary, by ordinance of the City Commission.

SECTION 3. Early Termination.

The moratorium imposed by this ordinance may terminate prior to its one hundred eighty (180) day period upon the passage of ordinances regulating uses related to medical cannabis in the city, provided:

1. specific language terminating the moratorium is contained within said enacted ordinance; or by
2. passage of another ordinance providing for termination by the City Commission.

SECTION 4. All ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

SECTION 5 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 6. This ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2016.

PASSED SECOND READING this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

MEB/jrm
5/16/16
l:ord/2016-205

**HOUSE OF REPRESENTATIVES
FINAL BILL ANALYSIS**

BILL #:	CS for CS/CS/HB 307 & HB 1313	FINAL HOUSE FLOOR ACTION:	
SPONSOR(S):	Health & Human Services Committee; Health Care Appropriations Subcommittee; Criminal Justice Subcommittee; Gaetz; Brodeur; Edwards and others	99 Y's	16 N's
COMPANION BILLS:	CS/SB 460	GOVERNOR'S ACTION:	Approved

SUMMARY ANALYSIS

CS for CS/CS/HB 307 & HB 1313 passed the House on March 3, 2016, and subsequently passed the Senate on March 7, 2016.

In 2014, the Legislature enacted the Compassionate Medical Cannabis Act (CMCA), which authorizes dispensing organizations (DO) approved by the Department of Health (DOH) to manufacture, possess, sell, and dispense low-THC cannabis for medical use by patients suffering from cancer or a condition that chronically produces symptoms of seizures or severe and persistent muscle spasms. In 2015, the Legislature enacted the Right to Try Act (RTTA), which authorizes an eligible patient with a terminal condition to receive an investigational drug, biological product, or device, but which did not address cannabis.

The bill allows a patient with a terminal condition to use "medical cannabis" under the RTTA. The bill defines medical cannabis as the whole cannabis plant without THC limits or cannabinoid composition requirements. The bill allows physicians to order and DOs approved under the CMCA to cultivate, process, transport, and dispense medical cannabis for RTTA patients. The bill adds medical cannabis to the regulatory structure of the CMCA.

The bill amends the CMCA to increase regulatory oversight by DOH. The bill creates stricter criteria ordering physicians must meet before ordering low-THC or medical cannabis (cannabis), including establishing a patient relationship for a certain length of time, new education requirements, informed consent, a prohibition on being a medical director employed by a DO, and an order limit of a 45-day supply at a time. The bill also includes penalties for receiving compensation from a DO related to the ordering of cannabis. The bill creates new standards for DOs, including standards for growing, processing, testing, packaging, labeling, dispensing, distributing, and transporting of cannabis. The bill also authorizes independent testing laboratories to possess, test, transport, and lawfully dispose of cannabis.

The bill prohibits the use and administration of cannabis under certain circumstances and creates criminal penalties for violations.

The bill allows DOH to approve 3 additional DOs, to include an applicant that is a member of a specified class, when a certain number of active registrations in the compassionate use registry has been reached.

The bill requires DOH to grant authorization to cultivate and operate to DOs that meet certain criteria for the full term of their original approval and all subsequent renewals. The bill also provides that the additional approval of other DOs does not affect the approval and authorization of these DOs. Finally, the bill authorizes DOH to enforce the inspection requirements on these additional DOs.

The bill was approved by the Governor on March 25, 2016, ch. 2016-123, L.O.F., and became effective on that date.

This document does not reflect the intent or official position of the bill sponsor or House of Representatives.

STORAGE NAME: h0307z1.HHSC

DATE: March 28, 2016

I. SUBSTANTIVE INFORMATION

A. EFFECT OF CHANGES:

Background

Cannabis

Marijuana, also called cannabis, has been used for a variety of health conditions for at least 3,000 years.¹ Currently, the U.S. Food and Drug Administration (FDA) has not approved the use of cannabis to treat any health condition due to the lack of research to show that the benefits of using cannabis outweigh the risks.² However, based on the scientific study of cannabinoids, which are chemicals contained in cannabis, the FDA has approved two synthetic prescription drugs that contain certain cannabinoids.³

Although there are more than 100 cannabinoids in a marijuana plant, the two main cannabinoids of medical interest are delta-9-tetrahydrocannabinol (THC) and cannabidiol (CBD). THC is a mind-altering chemical that increases appetite and reduces nausea and may also decrease pain, inflammation, and muscle control problems. CBD is a chemical that does not affect the mind or behavior, but may be useful in reducing pain and inflammation, controlling epileptic seizures, and possibly treating mental illness and addictions.⁴

Research on the Medical Use of Cannabis

During the course of drug development, a typical compound is found to have some medical benefit and then extensive tests are undertaken to determine its safety and proper dosage for medical use.⁵ In contrast, marijuana has been widely used in the United States for decades. In 2014, just over 49% of the U.S. population over 12 years old had tried marijuana or hashish at least once and just over 10% were current users.⁶ The data on the adverse effects of marijuana are more extensive than the data on its effectiveness.⁷ Clinical studies of marijuana are difficult to conduct as researchers interested in clinical studies of marijuana face a series of barriers, research funds are limited, and there is a daunting thicket of federal and state regulations to be negotiated.⁸ In fact, recently, there has been an exponential rise in the use of marijuana compared to the rise in scientific knowledge of its benefits or adverse effects because some states have allowed the public or patients to access marijuana while the federal government continues to limit scientific and clinical investigators' access to marijuana for research.⁹

In 1999, the Institute of Medicine published a study based on a comprehensive review of existing scientific data and clinical studies pertaining to the medical value of marijuana.¹⁰ The study concluded that there is potential therapeutic value of cannabinoid drugs, primarily THC, for pain relief, control of

¹ U.S. Department of Health & Human Services, National Center for Complementary and Integrative Health, *Medical Marijuana*, available at <https://nccih.nih.gov/health/marijuana> (last visited on February 12, 2016).

² U.S. Department of Health & Human Services, National Center for Complementary and Integrative Health, *What is medical marijuana?*, available at <http://www.drugabuse.gov/publications/drugfacts/marijuana-medicine> (last visited on February 12, 2016).

³ *Id.*

⁴ *Id.*

⁵ Institute of Medicine, *Marijuana and Medicine: Assessing the Science Base*, The National Academies Press, 1999, available at <http://www.nap.edu/catalog/6376/marijuana-and-medicine-assessing-the-science-base> (last visited on February 12, 2016).

⁶ Substance Abuse and Mental Health Services Administration, Center for Behavioral Health Statistics and Quality, *Results from the 2014 National Survey on Drug Use and Health: Detailed Tables*, available at <http://www.samhsa.gov/data/population-data-nsduh/reports> (last visited on February 12, 2016).

⁷ *Supra* note 5 at 137.

⁸ *Id.*

⁹ Friedman, Daniel, M.D., Devinsky, Orrin, M.D., *Cannabinoids in the Treatment of Epilepsy*, NEW ENG. J. MED., September 10, 2015, on file with the Health Quality Subcommittee.

¹⁰ *Supra* note 5 at 179.

nausea and vomiting, and appetite stimulation.¹¹ The study reports that smoked marijuana, however, is a crude THC delivery system that also delivers harmful substances.¹²

The Institute of Medicine's study, which warned that smoking marijuana is harmful, was corroborated by a study published in the *New England Journal of Medicine* in 2014.¹³ The 2014 study further warned that long-term marijuana use can lead to addiction and that adolescents have an increased vulnerability to adverse long-term outcomes from marijuana use.¹⁴ Specifically, the study found that, as compared with persons who begin to use marijuana in adulthood, those who begin in adolescence are approximately 2 to 4 times as likely to have symptoms of cannabis dependence within 2 years after first use.¹⁵ The study also found that cannabis-based treatment with THC may have irreversible effects on brain development in adolescents as the brain's endocannabinoid system undergoes development in childhood and adolescence.¹⁶

More recently, a study published in 2015 in the *Journal of the American Medical Association* found that there is moderate-quality evidence to support the use of cannabinoids for the treatment of chronic pain and spasticity and that there is low-quality evidence suggesting that cannabinoids are associated with improvements in nausea and vomiting due to chemotherapy, weight gain in HIV infection, sleep disorders, and Tourette syndrome.¹⁷

Despite the uncertainty of the efficacy of marijuana on various medical conditions, there has recently been much interest in the use of marijuana, especially the compound CBD, to treat epilepsy.¹⁸ A few factors contributing to the interest of the public, media, and researchers in such treatment are that new anti-seizure drugs have not substantially reduced the proportion of patients with medically refractory seizures, the side effects of such drugs continue to have negative side effects to the central nervous system and affect quality of life, and there appears to be some evidence-based efficacy of such treatment based on case stories and limited preclinical and clinical studies.¹⁹

Federal Regulation of Cannabis

The Federal Controlled Substances Act²⁰ lists cannabis as a Schedule 1 drug, meaning it has a high potential for abuse, has no currently accepted medical use, and has a lack of accepted safety for use under medical supervision.²¹ The Federal Controlled Substances Act imposes penalties on those who possess, sell, distribute, dispense, and use cannabis.²² A first misdemeanor offense for possession of cannabis in any amount can result in a \$1,000 fine and up to a year in prison, climbing for subsequent offenses to as much as \$5,000 and three years.²³ Selling and cultivating cannabis are subject to even greater penalties.²⁴

In August of 2013, the United States Department of Justice (USDOJ) issued a publication entitled "Smart on Crime: Reforming the Criminal Justice System for the 21st Century."²⁵ This document details

¹¹ *Id.*

¹² *Id.*

¹³ Volkow, N.D., Baler, R.D., Compton, W.M. and Weiss, S.R., *Adverse Health Effects of Marijuana Use*, *NEW ENG. J. MED.*, June 5, 2014, available at dfaf.org/assets/docs/Adverse%20health%20effects.pdf (last visited on February 12, 2016).

¹⁴ *Id.* at 2219.

¹⁵ *Id.* at 2220.

¹⁶ *Id.* at 2219.

¹⁷ American Medical Association, *Cannabinoids for Medical Use: A Systematic Review and Meta-analysis*, *JAMA*, June 2015, on file with the Health Quality Subcommittee.

¹⁸ *Supra* note 9 at 1048.

¹⁹ *Supra* note 9 at 1048, 1052-1053, and 1056.

²⁰ 21 U.S.C. ss. 801-971.

²¹ 21 U.S.C. s. 812.

²² 21 U.S.C. ss. 841-65.

²³ 21 U.S.C. s. 844.

²⁴ 21 U.S.C. ss. 841-65.

²⁵ U.S. Department of Justice, *Smart on Crime: Reforming the Criminal Justice System for the 21st Century*, available at <http://www.justice.gov/ag/smart-on-crime.pdf>. (last visited on February 12, 2016).

the federal government's changing stance on low-level drug crimes announcing a "change in Department of Justice charging policies so that certain people who have committed low-level, nonviolent drug offenses, who have no ties to large-scale organizations, gangs, or cartels will no longer be charged with offenses that impose draconian mandatory minimum sentences. Under the revised policy, these people would instead receive sentences better suited to their individual conduct rather than excessive prison terms more appropriate for violent criminals or drug kingpins."²⁶

On August 29, 2013, United States Deputy Attorney General James Cole issued a memorandum to federal attorneys that appeared to relax the federal government's cannabis-related offense enforcement policies.²⁷ The memo stated that the USDOJ was committed to using its limited investigative and prosecutorial resources to address the most significant threats in the most effective, consistent, and rational ways, and outlined eight areas of enforcement priorities.²⁸ These enforcement priorities focused on offenses that would result in cannabis being distributed to minors, cannabis sale revenues going to criminal gangs or other similar organizations, and cannabis being grown on public lands.²⁹ The memo indicated that outside of the listed enforcement priorities, the federal government would not enforce federal cannabis-related laws in states that have legalized the drug and that have a robust regulatory scheme in place.³⁰

In 2014, Congress enacted the Consolidated and Further Continuing Appropriations Act of 2015 (Appropriations Act of 2015). Section 538 of the Appropriations Act of 2015 prohibits the USDOJ from expending any funds in connection with the enforcement of any law that interferes with a state's ability to implement its own state law that authorizes the use, distribution, possession, or cultivation of medical marijuana.³¹ Despite this prohibition in the Appropriations Act of 2015, the USDOJ has continued to take some enforcement measures against dispensaries of cannabis for medical use. However, in October 2015, the United States District Court for the Northern District of California held that section 538 plainly on its face prohibits the Department of Justice from taking such action.³² Congress recently re-enacted the prohibition in section 542 of the Consolidated Appropriations Act of 2016.³³

Regulation of Cannabis for Medical Use in Other States

Currently, 23 states³⁴ and the District of Columbia have laws³⁵ that permit and regulate the use of cannabis for medicinal purposes.³⁵ While these laws vary widely, most specify the medical conditions a patient must be diagnosed with to be eligible to use cannabis for treatment, allow a caregiver to assist with such treatment, require the registration of the patient and caregiver and a registration ID card to be issued to the patient and caregiver, restrict where cannabis can be used, and provide standards pertaining to the growing, processing, packaging, transport, and dispensing of cannabis for medical use.

Medical Use of Cannabis

²⁶ *Id.*

²⁷ U.S. Department of Justice, *Guidance Regarding Marijuana Enforcement*, August 29, 2014, available at <http://www.justice.gov/iso/opa/resources/3052013829132756857467.pdf> (last visited on February 12, 2016).

²⁸ *Id.*

²⁹ *Id.*

³⁰ *Id.*

³¹ Pub. L. 113-235 (2014).

³² *U.S. v. Marin Alliance for Medical Marijuana*, 2015 WL 6123062 (N.D. Cal. Oct. 19, 2015).

³³ Pub. L. 114-113 (2015).

³⁴ These states include: Alaska, Arizona, California, Colorado, Connecticut, Delaware, Hawaii, Illinois, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, Oregon, Rhode Island, Vermont, and Washington. California was the first to establish a medical marijuana program in 1996 and New York was the most recent state to pass medical marijuana legislation which took effect in July 2014. National Conference of State Legislatures, *State Medical Marijuana Laws*, available at <http://www.ncsl.org/issues-research/health/state-medical-marijuana-laws.aspx> (last visited on February 12, 2016).

³⁵ According to the National Conference of State Legislatures, 17 other states allow the use of low-THC cannabis for medical use or allow a legal defense for such use, including Florida. National Conference of State Legislatures, *State Medical Marijuana Laws*, available at <http://www.ncsl.org/research/health/state-medical-marijuana-laws.aspx> (last visited on February 12, 2016).

Of the 23 states that allow medical use of cannabis, most have a statutory list of medical conditions for which the patient may be treated with cannabis for medical use, the particular conditions vary from state to state. Most states also provide a mechanism for the list of qualifying medical conditions to be expanded, usually by allowing a state agency or a board to add qualifying medical conditions to the list or by providing a physician with some discretion in determining whether such treatment would benefit the patient.³⁶ The most common qualifying conditions³⁷ named are:³⁸

- Cancer- 22 states
- HIV/AIDS- 22 states
- Multiple sclerosis- 20 states
- Epilepsy- 20 states
- Glaucoma- 19 states
- Crohn's disease- 12 states
- Amyotrophic lateral sclerosis- 10 states
- Hepatitis C- 8 states
- Alzheimer's disease- 8 states

Minnesota, New Jersey, and New York also include, as a qualifying condition a terminal illness causing the patient to have a probable life expectancy of one year or less.³⁹

Most states require that at least one, or sometimes two, physicians certify that the patient has a qualifying condition. Some states require physicians to have certain qualifications to be able to order cannabis for medical use for qualifying patients.⁴⁰ Many states require qualifying patients to register with the state and obtain a registration ID card, usually from a state agency.⁴¹

Most states place restrictions on where cannabis for medical use may be used. Typically, cannabis for medical use may not be used in public places, such as parks and on buses, or in areas where there are more stringent restrictions placed on the use of drugs, such as in or around schools or in prisons.⁴²

There are two general methods by which patients can obtain cannabis for medical use. They must either self-cultivate the cannabis in their homes, or buy cannabis from specified points of sale or dispensaries. Regulations governing the amount of cannabis for medical use that may be grown or dispensed vary widely. For example, the amount of cannabis for medical use patients are allowed to have ranges from 1 ounce of usable⁴³ cannabis to 24 ounces of usable cannabis, depending on the state. Furthermore, the number of cannabis plants that patients are allowed to grow ranges from 2 mature marijuana plants to 18 seedling marijuana plants. At least 10 states limit the amount of cannabis

³⁶ For example, see the following state laws allowing an agency to approve other conditions: AS § 17.37.070 (Alaska), A.R.S. § 36-2801 (Arizona), C.R.S.A. Const. Art. 18, § 14 (Colorado), C.G.S.A. § 21a-408 (Connecticut), 16 Del.C. § 4902A (Delaware), HRS § 329-121 (Hawaii), 410 ILCS 130/10 (Illinois), M.C.L.A. 333.26423 (Michigan), M.S.A. §152.22 (Minnesota), N.R.S. 453A.050 (Nevada), N.H. Rev. Stat. §126-X:1 (New Hampshire), N.J.S.A. 24:6l-3 (New Jersey), N.M.S.A. 1978, § 26-2B-3 (New Mexico), O.R.S. § 475.302 (Oregon), and Gen. Laws 1956, § 21-28.6-3 (Rhode Island). For examples of states allowing for physician discretion in treating other conditions with the medical use of cannabis, see M.G.L.A. 94C App. §1-2.

³⁷ These are diseases specified in states' statutes. The state statutes also included symptoms or conditions of diseases that could apply to several other diseases, such as cachexia or wasting syndrome, severe pain, severe nausea, seizures, or muscle spasms.

³⁸ Information based on research performed by Health Quality Subcommittee staff. The laws of each state are on file with the subcommittee.

³⁹ M.S.A. § 152.22 (Minnesota), N.J.S.A. 24:6l-3 (New Jersey), and McKinney's Public Health Law § 3360 (New York).

⁴⁰ For example, the following states require the ordering physician to be a neurologist: Iowa (I.C.A. § 124D.3), Missouri (V.A.M.S. 192.945), Utah (U.C.A. 1953 § 26-56-103), and Wyoming (W.S. 1977 § 35-7-1902). Additionally, Vermont requires a physician to establish a bona fide relationship with the patient for not less than 6 months before ordering such treatment. See 18 V.S.A. § 4472.

⁴¹ *Supra* note 38.

⁴² For example, see N.R.S. 453A.322 (Nevada), N.J.S.A. 18A:40-12.22 (New Jersey), 5 CCR 1006-2:12 (Colorado), and West's Ann. Cal. Health & Safety Code § 11362.768 (California).

⁴³ "Usable cannabis" generally means the seeds, leaves, buds, and flowers of the cannabis plant and any mixture or preparation thereof, but does not include the stalks and roots of the plant or the weight of any non-cannabis ingredients combined with cannabis. For example, see 410 ILCS 130/10 (Illinois) and OAR 333-008-0010 (Oregon).

for medical use that may be ordered by specifying the number of days or months of a supply a physician may order.⁴⁴

Caregivers

States allow caregivers to purchase or grow cannabis for the patient, possess a specified quantity of cannabis, and aid the patient in using cannabis, but prohibit them from using cannabis themselves. Some states also require the caregiver to be at least 21⁴⁵ and prohibit the caregiver from being the patient's physician.⁴⁶ Like the patient receiving treatment, the caregiver is usually required to be registered and have a registration ID card, typically issued by a state agency.⁴⁷

Quality and Safety Standards

States vary in their regulations of entities that grow, process, transport, and dispense cannabis for medical use. However, most states with cannabis laws require such entities to meet certain standards to ensure the quality and safety of the medical use of cannabis and the security of the facilities possessing the cannabis. For example, some states require a state agency to establish and enforce standards for laboratory testing of cannabis for medical use.⁴⁸ States also require certain packaging and labeling standards for cannabis for medical use, including the requirement for packaging to meet the standards under the United States Poison Prevention Packaging Act.⁴⁹ Some states require facilities that grow, process, transport, and dispense cannabis for medical use to implement an inventory tracking system that tracks the cannabis from "seed-to-sale."⁵⁰

Florida's Cannabis Laws

Criminal Law

Florida's drug control laws are set forth in ch. 893, F.S., entitled the Florida Comprehensive Drug Abuse Prevention and Control Act (Drug Control Act).⁵¹ The Drug Control Act classifies controlled substances into five categories, ranging from Schedule I to Schedule V.⁵² Cannabis is currently a Schedule I controlled substance,⁵³ which means it has a high potential for abuse, it has no currently accepted medical use in treatment in the United States, and its use under medical supervision does not meet accepted safety standards.⁵⁴ Cannabis is defined as:

All parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin. The term does not include "low-THC cannabis," as defined in s. 381.986, if manufactured, possessed, sold, purchased, delivered, distributed, or dispensed, in conformance with s. 381.986.⁵⁵

The Drug Control Act contains a variety of provisions criminalizing behavior related to cannabis:

⁴⁴ See C.G.S.A. §21a-4089 (Connecticut), 410 ILCS 130/10 (Illinois), MD Code, Health-General, § 13-3301 (Maryland), M.G.L.A. 94C App. §1-2 (Massachusetts), M.S.A. § 152.29 (Minnesota), N.R.S. 453A.200 (Nevada), N.H. Rev. Stat. § 126-X:8 (New Hampshire), N.J.S.A. 24:61-10 (New Jersey), N.M.S.A. 1978, § 26-2B-3 (New Mexico), and McKinney's Public Health Law § 3362 (New York).

⁴⁵ See, for example, 22 M.R.S.A. § 2423-A (Maine), 105 CMR 725.020 (Massachusetts), and Gen.Laws 1956, § 44-67-2 (Rhode Island).

⁴⁶ See, e.g., the definition of "primary caregiver" in C.R.S.A. § 25-1.5-106 (Colorado).

⁴⁷ *Supra* note 38.

⁴⁸ See HRS § 329D-8 (Hawaii), N.R.S. 453A.368 (Nevada), and West's RCWA 69.50.348 (Washington).

⁴⁹ See C.R.S.A. § 12-43.3-104 (Colorado) and Haw. Admin. Rules (HAR) § 11-850-92 (Hawaii).

⁵⁰ See C.R.S.A. § 35-61-105.5 (Colorado), OAR 333-064-0100 (Oregon), and West's RCWA 69.51A.250 (Washington- effective July 1, 2016).

⁵¹ Section 893.01, F.S.

⁵² Section 893.03, F.S.

⁵³ Section 893.03(1)(c)7., F.S.

⁵⁴ Section 893.03(1), F.S.

⁵⁵ Section 893.02(3), F.S.

- Section 893.13, F.S., makes it a crime to sell, manufacture, deliver, purchase, or possess cannabis. The penalties for these offenses range from first degree misdemeanors to second degree felonies.⁵⁶
- Section 893.135(1)(a), F.S., makes it a first degree felony⁵⁷ to traffic in cannabis, i.e., to possess, sell, purchase, manufacture, deliver, or import more than 25 pounds of cannabis or 300 or more cannabis plants. Depending on the amount of cannabis or cannabis plants trafficked, mandatory minimum sentences of three to 15 years and fines of \$25,000 to \$200,000 apply to a conviction.⁵⁸
- Section 893.147, F.S., makes it a crime to possess, use, deliver, manufacture, transport, or sell drug paraphernalia.⁵⁹ The penalties for these offenses range from first degree misdemeanors to second degree felonies.⁶⁰

Medical Necessity Defense

Florida courts have held that persons charged with offenses based on the possession, use, or manufacture of marijuana may use the medical necessity defense, which requires a defendant to prove that:

- He or she did not intentionally bring about the circumstance which precipitated the unlawful act;
- He or she could not accomplish the same objective using a less offensive alternative; and
- The evil sought to be avoided was more heinous than the unlawful act.⁶¹

In *Jenks v. State*,⁶² the defendants, a married couple, suffered from uncontrollable nausea due to AIDS treatment and had testimony from their physician that they could find no effective alternative treatment. The defendants tried cannabis, and after finding that it successfully treated their symptoms, decided to grow two cannabis plants.⁶³ They were subsequently charged with manufacturing and possession of drug paraphernalia. Under these facts, the First District Court of Appeal found that “section 893.03 does not preclude the defense of medical necessity” and that the defendants met the criteria for the medical necessity defense.⁶⁴ The court ordered the defendants to be acquitted.⁶⁵

Seven years after the *Jenks* decision, the First District Court of Appeal again recognized the medical necessity defense in *Sowell v. State*.⁶⁶ More recently, the State Attorney’s Office in the Twelfth Judicial Circuit cited the medical necessity defense as the rationale for not prosecuting a person arrested for cultivating a small amount of cannabis in his home for his wife’s medical use.⁶⁷

⁵⁶ A first degree misdemeanor is punishable by up to one year in county jail and a \$1,000 fine; a third degree felony is punishable by up to five years imprisonment and a \$5,000 fine; and a second degree felony is punishable by up to 15 years imprisonment and a \$10,000 fine. ss. 775.082 and 775.083, F.S.

⁵⁷ A first degree felony is punishable by up to 30 years imprisonment and a \$10,000 fine. ss. 775.082 and 775.083, F.S.

⁵⁸ Section 893.13(1)(a), F.S.

⁵⁹ Drug paraphernalia is defined in s. 893.145, F.S., as:

All equipment, products, and materials of any kind which are used, intended for use, or designed for use in the planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, transporting, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance in violation of ch. 893, F.S., or s. 877.111, F.S.

⁶⁰ Section 893.147, F.S.

⁶¹ *Jenks v. State*, 582 So.2d 676, 679 (Fla. 1st DCA 1991), *rev. denied*, 589 So.2d 292 (Fla. 1991).

⁶² 582 So.2d 676 (Fla. 1st DCA 1991).

⁶³ *Id.*

⁶⁴ *Id.*

⁶⁵ *Id.*

⁶⁶ 739 So.2d 333 (Fla. 1st DCA 1998).

⁶⁷ *Interdepartmental Memorandum*, State Attorney’s Office for the Twelfth Judicial Circuit of Florida, SAO Case # 13CF007016AM, April 2, 2013, on file with the Health Quality Subcommittee.

Compassionate Medical Cannabis Act of 2014

The Compassionate Medical Cannabis Act of 2014⁶⁸ (CMCA) legalized a low-THC and high-CBD form of low-THC cannabis⁶⁹ for the medical use⁷⁰ by patients suffering from cancer or a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms.

The CMCA provides that a Florida licensed allopathic or osteopathic physician who has completed certain training⁷¹ and has examined and is treating such a patient may order low-THC cannabis for that patient to treat the disease, disorder, or condition or to alleviate its symptoms, if no other satisfactory alternative treatment options exist for the patient. To meet the requirements of the CMCA, each of the following conditions must be satisfied:

- The patient must be a permanent resident of Florida.
- The physician must determine that the risks of ordering low-THC cannabis are reasonable in light of the potential benefit for that patient.⁷²
- The physician must register as the orderer of low-THC cannabis for the patient on the compassionate use registry (registry) maintained by the Department of Health (DOH) and must update the registry to reflect the contents of the order.
- The physician must maintain a patient treatment plan and must submit the plan quarterly to the University of Florida College of Pharmacy.
- The physician must obtain the voluntary informed consent of the patient or the patient's legal guardian to treatment with low-THC cannabis.⁷³

Under the CMCA, DOH was required to approve five dispensing organizations by January 1, 2015, with one dispensing organization in each of the following regions: northwest Florida, northeast Florida, central Florida, southeast Florida, and southwest Florida. DOH was also authorized to impose an initial application and biennial renewal fee that is sufficient to cover the costs of regulating the program.⁷⁴ To be approved as a dispensing organization, an applicant must establish that it:

- Possesses a certificate of registration issued by the Department of Agriculture and Consumer Services for the cultivation of more than 400,000 plants;
- Is operated by a nurseryman;
- Has been operating as a registered nursery in this state for at least 30 continuous years;
- Has the technical and technological ability to cultivate and produce low-THC cannabis;
- Employs a medical director, who must be a physician and have successfully completed a course and examination that encompasses appropriate safety procedures and knowledge of low-THC cannabis; and
- Other specified requirements.⁷⁵

⁶⁸ See ch. 2014-157, L.O.F., and s. 381.986, F.S.

⁶⁹ The act defines "low-THC cannabis," as the dried flowers of the plant *Cannabis* which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight, or the seeds, resin, or any compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin. See s. 381.986(1)(b), F.S.

⁷⁰ Section 381.986(1)(c), F.S., defines "medical use" as "administration of the ordered amount of low-THC cannabis. The term does not include the possession, use, or administration by smoking. The term also does not include the transfer of low-THC cannabis to a person other than the qualified patient for whom it was ordered or the qualified patient's legal representative on behalf of the qualified patient." Section 381.986(1)(e), F.S., defines "smoking" as "burning or igniting a substance and inhaling the smoke. Smoking does not include the use of a vaporizer."

⁷¹ Section 381.986(4), F.S., requires such physicians to successfully complete an 8-hour course and examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association which encompasses the clinical indications for the appropriate use of low-THC cannabis, appropriate delivery mechanisms, contraindications for such use, and the state and federal laws governing its ordering, dispensing, and processing.

⁷² If a patient is younger than 18 years of age, a second physician must concur with this determination, and such determination must be documented in the patient's medical record. s. 381.986(2)(b), F.S.

⁷³ Section 381.986(2), F.S.

⁷⁴ Section 381.986(5)(b), F.S.

⁷⁵ *Id.*

Implementation by DOH of the dispensing organization approval process was delayed due to litigation challenging proposed rules that addressed the initial application requirements for dispensing organizations, revocation of dispensing organization approval, and inspection and cultivation authorization procedures for dispensing organizations. Such litigation was resolved on May 27, 2015, with an order entered by the Division of Administrative Hearings holding that the challenged rules do not constitute an invalid exercise of delegated legislative authority.⁷⁶ Thereafter, the rules took effect on June 17, 2015.⁷⁷

The application process to become a dispensing organization closed on July 8, 2015, with 28 applications received by DOH. On November 23, 2015, DOH announced the five approved dispensing organizations: Hackney Nursery in the northwest region, Chestnut Hill Tree Farm in the northeast region, Knox Nursery in the central region, Costa Nursery Farms in the southeast region, and Alpha Foliage in the southwest region. Thirteen petitions⁷⁸ were filed contesting DOH's approval of these five dispensing organizations.⁷⁹ However, the petition contesting the approval of Costa Nursery Farms in the southeast region was voluntarily dismissed.⁸⁰

⁷⁶ *Baywood v. Nurseries Co., Inc. v. Dep't of Health*, Case No. 15-1694RP (Fla. DOAH May 27, 2015).

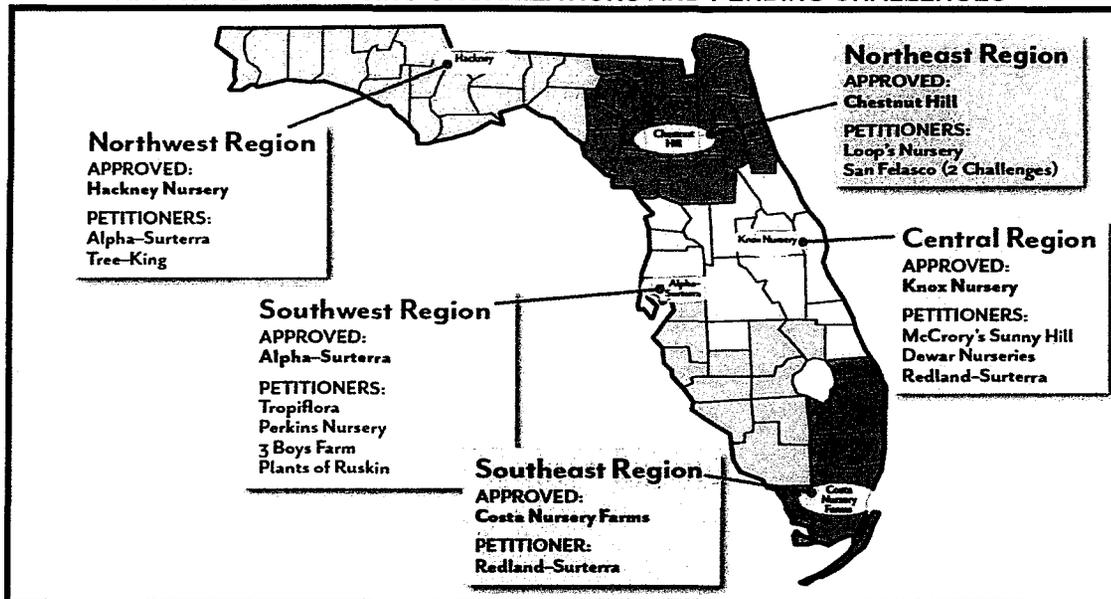
⁷⁷ Rule Chapter 64-4, F.A.C.

⁷⁸ A copy of each petition is available at <http://www.floridahealth.gov/programs-and-services/office-of-compassionate-use/resources/index.html> (last visited on February 12, 2016).

⁷⁹ Chestnut Hill Tree Farm also filed a counter-petition to San Felasco Nurseries' challenge to the Chestnut Hill Tree Farm being approved as the northeast region dispensing organization. *Chestnut Hill Tree Farm, LLC v. San Felasco Nurseries, Inc.*, Case. No. 15-007276, (Fla. DOAH, Dec. 18, 2015).

⁸⁰ *Redland Nursery, Inc., v. Dep't of Health*, Case No. 15-7277 (Fla. DOAH January 11, 2016).

APPROVED DISPENSING ORGANIZATIONS AND PENDING CHALLENGES



SOURCE: Department of Health, Office of Compassionate Use.

The CMCA provides that it is a first degree misdemeanor for:

- A physician to order low-THC cannabis for a patient without a reasonable belief that the patient is suffering from a required condition; or
- Any person to fraudulently represent that he or she has a required condition to a physician for the purpose of being ordered low-THC cannabis.⁸¹

The CMCA specifies that notwithstanding ss. 893.13, 893.135, or 893.147, F.S., or any other law that:

- Qualified patients⁸² and their legal representatives may purchase and possess low-THC cannabis up to the amount ordered for the patient's medical use.
- Approved dispensing organizations and their owners, managers, and employees may manufacture, possess, sell, deliver, distribute, dispense, and lawfully dispose of reasonable quantities, as established by DOH rule, of low-THC cannabis. Such dispensing organizations and their owners, managers, and employees are not subject to licensure or regulation under ch. 465, F.S., relating to pharmacies.⁸³

⁸¹ Section 381.986(3), F.S.

⁸² Section 381.986(1)(d), F.S., provides that a "qualified patient" is a Florida resident who has been added by a physician licensed under ch. 458, F.S. or ch. 459, F.S., to the compassionate use registry to receive low-THC cannabis from a dispensing organization.

⁸³ Section 381.986(7), F.S.

The CMCA requires DOH to create a secure, electronic, and online registry for the registration of physicians and patients.⁸⁴ Physicians must register as the orderer of low-THC cannabis for a named patient on the registry and must update the registry to reflect the contents of the order.⁸⁵ The registry must prevent an active registration of a patient by multiple physicians and must be accessible to law enforcement agencies and to a dispensing organization to verify patient authorization for low-THC cannabis and to record the low-THC cannabis dispensed.⁸⁶

Low-THC Cannabis Research

The CMCA also allows medical centers that are recipients of a Cancer Center of Excellence Award pursuant to s. 381.925, F.S., and state universities with both medical and agricultural research programs, to conduct research on cannabidiol and low-THC cannabis, including research pertaining to agricultural development, production, clinical research, and use of liquid medical derivatives of cannabidiol and low-THC cannabis for the treatment for refractory or intractable epilepsy.⁸⁷

In Fiscal Year 2014-2015, \$1 million in nonrecurring general revenue was appropriated to DOH for the James and Esther King Biomedical Research Program to be deposited into the Biomedical Research Trust Fund. These funds are reserved for research of cannabidiol and its effect on intractable childhood epilepsy⁸⁸ and were awarded to the University of Florida to perform such research,⁸⁹ which is pursuing research on Epidiolex. Epidiolex is produced by GW Pharmaceuticals, and has recently announced successful results in the reduction of epileptic seizures in its first major clinical trial.⁹⁰

Right to Try Act

During the 2015 Regular Session, the Legislature enacted the "Right to Try Act" (RTTA), which authorizes a manufacturer to provide an eligible patient with an investigational drug, biological product, or device that has successfully completed phase 1 of a clinical trial, but that has not been approved for general use by the United States Food and Drug Administration (FDA), and that remains under investigation in a clinical trial approved by the FDA.⁹¹ The RTTA allows manufacturers to contract with and dispense investigational drugs directly to patients without licensure or regulation under chapter 465, F.S., by the Board of Pharmacy.⁹²

To be eligible to access such drugs, products, or devices, a patient must have a "terminal condition," which is defined as "a progressive disease or medical or surgical condition that causes significant functional impairment, is not considered by a treating physician to be reversible even with the administration of available treatment options currently approved by the United States Food and Drug Administration, and, without the administration of life-sustaining procedures, will result in death within one year after diagnosis if the condition runs its normal course."⁹³ The eligible patient's treating

⁸⁴ Section 381.985(5)(a), F.S.

⁸⁵ Section 381.986(2)(c), F.S.

⁸⁶ Section 381.985(5)(a), F.S.

⁸⁷ Section 385.211, F.S.

⁸⁸ Chapter 2014-157, L.O.F.

⁸⁹ A description of the research to be performed at the University of Florida is available in a letter to the Chairman of the Health Quality Subcommittee, dated October 7, 2015, which may be accessed at http://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=13&ved=0ahUKEwio8Nar28XLAhWBWx4KHW9kByc4ChAWCCc-wAq&url=http%3A%2F%2Fwww.floridahealth.gov%2F_documents%2Fhouse-health-quality-letter.pdf&usq=AFQjCNEokpCnlfNYPqOg8DC4S84Yj7YGkw&sig2=xL9EUYzrBM1Py4tM_UXucg&bvm=bv.116954456.d.dmo (last visited on March 16, 2016).

⁹⁰ GW Pharmaceuticals is also expecting the results of another trial for Dravet syndrome later this year, and the results of two trials in another form of epilepsy, Lennox-Gastaut. Andrew Pollack, *Marijuana-Based Drug Found to reduce Epileptic Seizures*, The New York Times, March 14, 2016, <http://www.nytimes.com/2016/03/15/business/marijuana-based-drug-found-to-reduce-epileptic-seizures.html> (last visited March 22, 2016).

⁹¹ Section 499.0295(1)-(3), F.S.

⁹² Section 499.0295(3) and (7), F.S.

⁹³ Section 499.0295(2)(c), F.S.

physician must attest to the terminal condition, such condition must be confirmed by a second evaluation by a board-certified physician in an appropriate specialty, and the patient must have considered all other approved treatments.⁹⁴

The RTTA also requires the patient, a parent of a minor patient, a court-appointed guardian for the patient, or a health care surrogate designated by the patient to provide written informed consent prior to accessing an investigational drug, biological product, or device. The written informed consent must include:

- An explanation of the currently approved products and treatments for the patient's terminal condition.
- An attestation that the patient agrees with his or her physician in believing that all currently approved products and treatments are unlikely to prolong the patient's life.
- Identification of the specific name of the investigational drug, biological product, or device.
- A realistic description of the most likely outcome, detailing the possibility of unanticipated or worse symptoms.
- A statement that death could be hastened by use of the investigational drug, biologic product, or device.
- A statement that the patient's health plan or third-party administrator and physician are not obligated to pay for treatment consequent to the use of the investigational drug, biological product, or device, unless required to do so by law.
- A statement that the patient's eligibility for hospice care may be withdrawn if the patient begins treatment, and that hospice care may be reinstated if treatment ends and the patient meets hospice eligibility requirements.
- A statement that the patient understands he or she is liable for all expenses consequent to the use of the investigational drug, biological product, or device and that liability extends to the patient's estate, unless negotiated otherwise.⁹⁵

The RTTA specifies that there is no obligation on the part of any manufacturer to provide a requested investigational drug, biologic product, or device, but that a manufacturer may do so with or without compensation.⁹⁶ The eligible patient may be required to pay the costs of, or associated with, the manufacture of the investigational drug, biological product, or device.⁹⁷ The RTTA allows, but does not require, a health plan, third-party administrator, or governmental agency to cover the cost of an investigational drug, biological product, or device.⁹⁸ The RTTA exempts a patient's heirs from any outstanding debt associated with the patient's use of the investigational drug, biological product, or device.⁹⁹

The RTTA prohibits the Board of Medicine or Board of Osteopathic Medicine from revoking, suspending, or denying renewal of a physician's license based solely on the physician's recommendation to an eligible patient regarding access to or treatment with an investigational drug, biological product, or device. It also prohibits action against a physician's Medicare certification for the same reason.¹⁰⁰

The RTTA provides liability protection for a manufacturer, person, or entity involved in the use of an investigational drug, biological product, or device in good faith compliance with the provisions of the bill and exercising reasonable care.¹⁰¹

⁹⁴ Section 499.0295(2)(a), F.S.

⁹⁵ Section 499.0295(2)(d), F.S.

⁹⁶ Section 499.0295(3), F.S.

⁹⁷ *Id.*

⁹⁸ Section 499.0295(4) and (9), F.S.

⁹⁹ Section 499.0295(6), F.S.

¹⁰⁰ Section 499.0295(7), F.S.

¹⁰¹ Section 499.0295(8), F.S.

Effect of Proposed Changes

The bill authorizes dispensing organizations to cultivate, process, transport, and dispense medical cannabis in addition to low-THC cannabis. Medical cannabis is defined to include the whole cannabis plant and does not require a certain composition of cannabinoids. However, the bill allows dispensing organizations to dispense, and physicians to order, medical cannabis only for qualified patients who have been diagnosed with a terminal condition under the RTTA. A terminal condition under the RTTA is a progressive disease or medical or surgical condition that causes significant functional impairment, is not considered by a treating physician to be reversible even with the administration of available treatment options, and, without the administration of life-sustaining procedures, will result in death within 1 year after diagnosis if the condition runs its normal course.

This bill also creates additional regulatory standards under the CMCA for dispensing organizations approved by DOH to grow, process, transport, distribute, and dispense low-THC cannabis and medical cannabis. Additionally, the bill strengthens the criteria for physicians to be able to order low-THC cannabis or medical cannabis, the criteria for physicians to become medical directors of dispensing organizations, and DOH's responsibilities under the CMCA. The bill includes other measures to increase the accountability of those who have access to low-THC cannabis or medical cannabis, to increase the safety and quality of the low-THC cannabis and medical cannabis being dispensed, and to increase the security of premises and personnel in possession of low-THC cannabis or medical cannabis.

Dispensing Organizations

Current Dispensing Organization Approvals

The bill requires DOH to grant cultivation authorization and permit operation as a dispensing organization for the full term of its original approval and all subsequent renewals for any dispensing organization approved under Rule 64-4.002, F.A.C., which has posted the performance bond, met certain rule requirements, and spent at least \$100,000 in order to fulfill its legal obligations as a dispensing organization. The bill also requires DOH to grant an applicant with the highest aggregate score, through DOH's evaluation process, cultivation authorization and permit it to operate as a dispensing organization.

These authorizations will be issued notwithstanding any act by DOH, the Division of Administrative Hearings (DOAH), or a court with jurisdiction, that has the effect of approving another dispensing organization. Any dispensing organization approved through an act by DOH, DOAH, or a court with jurisdiction may operate in the same region as a previously approved dispensing organization. During such operation, DOH may enforce Rule 64-4.005, F.A.C.,¹⁰² as filed June 17, 2015.

The bill expressly authorizes DOH to renew the approval of a dispensing organization biennially if the dispensing organization meets the requirements under the CMCA, pays the biennial renewal fee, and, if applicable, cures any violation it has committed under the CMCA. The bill requires DOH to publish a list of all approved dispensing organizations and their medical directors on its website.

Additional Dispensing Organization Approvals

The bill allows 3 additional dispensing organizations to be approved by DOH upon the registration of 250,000 active qualified patients in the compassionate use registry. One of these additional dispensing organizations must be a recognized class member of certain class-action cases¹⁰³ and a member of the Black Farmers and Agriculturalists Association. The applicants for such approval must meet the following requirements:

¹⁰² Permits entry by DOH at any reasonable time into any dispensing organization facility to inspect any portion of the facility, review any required records, and identify samples of cannabis or derivative product for laboratory analysis.

¹⁰³ *Pigford v. Glickman*, 185 F.R.D. 82 (D.D.C. 1999), or *In Re Black Farmers Litig.*, 856 F. Supp. 2d 1 (D.D.C. 2011).

- The ability to secure the premises, resources, and personnel necessary to operate as a dispensing organization.
- The ability to maintain accountability of all raw materials, finished products, and any byproducts to prevent diversion or unlawful access to or possession of these substances.
- An infrastructure reasonably located to dispense low-THC cannabis to registered patients statewide or regionally as determined by DOH.
- The financial ability to maintain operations for the duration of the 2-year approval cycle, including the provision of certified financials to DOH. Upon approval, the applicant must post a \$5 million performance bond. However, upon a dispensing organization serving at least 1,000 qualified patients, the dispensing organization is only required to maintain a \$2 million performance bond.
- That all owners and managers have been fingerprinted and have successfully passed a level 2 background screening.
- The employment of a medical director who is a physician licensed under chapter 458 or chapter 459, F.S., to supervise the activities of the dispensing organization.

Growing Low-THC Cannabis and Medical Cannabis

Current law requires approved dispensing organizations to maintain compliance with certain criteria required to be met prior to their selection, but it does not provide standards specifically relating to the quality or safety of their products, or the security of their buildings or the transport of their products. The bill establishes new quality and safety standards for growing, processing, transporting, and dispensing low-THC cannabis and medical cannabis, and security standards for those entities performing such acts.

When growing low-THC cannabis or medical cannabis, the bill provides that a dispensing organization may use pesticides determined by DOH to be safely applied to plants intended for human consumption and requires the dispensing organization to:

- Grow and process low-THC cannabis and medical cannabis within an enclosed structure and in a room separate from any other plant;
- Inspect seeds and growing plants for plant pests that endanger or threaten the horticultural and agricultural interests of the state, notify the Department of Agriculture and Consumer Services within 10 calendar days of a determination that a plant is infested or infected by such plant pest, and implement and maintain phytosanitary policies and procedures; and
- Perform fumigation or treatment of plants or the removal and destruction of infested or infected plants in accordance with ch. 581, F.S., or any rules adopted thereunder.

Processing Low-THC Cannabis and Medical Cannabis

When processing low-THC cannabis or medical cannabis, a dispensing organization must:

- Process the low-THC cannabis or medical cannabis in an enclosure separate from other plants or products;
- Package the low-THC cannabis or medical cannabis in compliance with the United States Poison Prevention Packaging Act (15 U.S.C. §§1471-1477);¹⁰⁴
- Package the low-THC cannabis or medical cannabis in a receptacle that has a firmly affixed and legible label stating the following information:

¹⁰⁴ The Poison Prevention Packaging Act requires packaging to be designed or constructed in a manner to make it significantly difficult for children under five years of age to open within a reasonable time, and not difficult for normal adults to use properly. See U.S. Consumer Product Safety Commission, *Poison Prevention Packaging Act*, available at <http://www.cpsc.gov/en/Regulations-Laws--Standards/Statutes/Poison-Prevention-Packaging-Act/> (last visited on December 29, 2015).

- A statement that the low-THC cannabis meets certain composition requirements, and that the low-THC cannabis and medical cannabis are safe for human consumption and are free from contaminants that are unsafe for human consumption.
- The name of the dispensing organization where the medical cannabis or low-THC cannabis originates; and
- The batch number and harvest number from which the medical cannabis or low-THC cannabis originates.
- Reserve two processed samples per each batch, retain such samples for at least 9 months, and make those samples available for testing when an audit is being conducted by an independent testing laboratory.

Dispensing Low-THC Cannabis and Medical Cannabis

The bill prohibits a dispensing organization from dispensing more than a 45-day supply of low-THC cannabis or medical cannabis to a patient or the patient's legal representative or selling certain products other than the physician ordered low-THC cannabis, medical cannabis, or a cannabis delivery device.¹⁰⁵ The bill also requires the dispensing organization to:

- Have the dispensing organization employee dispensing the low-THC cannabis or medical cannabis enter into the compassionate use registry his or her name or unique employee identifier;
- Verify in the compassionate use registry that a physician has ordered low-THC cannabis, medical cannabis, or a specific type of cannabis delivery device for the patient;
- Verify the patient or patient's legal representative holds a valid and active registration card; and
- Record in the compassionate use registry the cannabis delivery device dispensed, if any, in addition to the other information required under current law to be recorded in the registry.

Safety and Security Measures

The bill also requires the dispensing organization to implement and maintain certain safety and security measures relating to its facilities and certain safety and quality measures for low-THC cannabis and medical cannabis dispensed or transported by the dispensing organization. Specifically, the bill requires the dispensing organization to:

- Maintain a:
 - Fully operational security alarm system; or
 - Video surveillance system that records continuously 24 hours per day and meets certain minimum criteria;
- Ensure that the outdoor premises of the dispensing organization has sufficient lighting from dusk until dawn;
- Dispense low-THC cannabis or cannabis delivery devices only between the hours of 9 p.m. and 7 a.m., but allows the dispensing organization to perform all other operations and deliveries of its product 24 hours per day;
- Establish and maintain a tracking system approved by DOH that traces the low-THC cannabis and medical cannabis from seed to sale, including key notification of events as determined by DOH;
- Store low-THC cannabis and medical cannabis in secured, locked rooms or a vault;
- Have at least 2 employees of the dispensing organization or of a contracted security agency be on the dispensing organization premises at all times;
- Have all employees wear a photo identification badge at all times while on the premises;
- Have visitors wear a visitor's pass at all times while on the premises;
- Implement an alcohol and drug free workplace policy; and

¹⁰⁵ The bill defines "cannabis delivery device" as an object used, intended for use, or designed for use in preparing, storing, ingesting, inhaling, or otherwise introducing low-THC cannabis or medical cannabis into the human body.

- Report to local law enforcement within 24 hours of the dispensing organization being notified or becoming aware of the theft, diversion, or loss of low-THC cannabis or medical cannabis.

To ensure the safe transport of low-THC cannabis or medical cannabis to dispensing organization facilities, laboratories, or patients, the bill requires dispensing organizations to:

- Maintain a transportation manifest, which must be retained for at least one year;
- Ensure only vehicles in good-working order are used to transport low-THC cannabis or medical cannabis;
- Lock low-THC cannabis or medical cannabis in a separate compartment or container within the vehicle;
- Have at least two persons in a vehicle transporting low-THC cannabis or medical cannabis and at least one person remain in the vehicle while the low-THC cannabis or medical cannabis is being delivered; and
- Provide specific safety and security training to those employees transporting low-THC cannabis or medical cannabis.

Inspections

The bill authorizes DOH to conduct inspections. DOH:

- May conduct announced or unannounced inspections of dispensing organizations to determine compliance with the law;
- Must inspect a dispensing organization upon complaint or notice provided to DOH that the dispensing organization has dispensed low-THC cannabis or medical cannabis containing any mold, bacteria, or other contaminant that may cause or has caused an adverse effect to human health or the environment;
- Must conduct at least a biennial inspection to evaluate dispensing organization records, personnel, equipment, processes, security measures, sanitation practices, and quality assurance practices;
- May enter into interagency agreements with the Department of Agriculture and Consumer Services, the Department of Business and Professional Regulation, the Department of Transportation, the Department of Highway Safety and Motor Vehicles, and the Agency for Health Care Administration, and such agencies are authorized to enter into an interagency agreement with DOH, to conduct inspections or perform other responsibilities assigned to DOH under the CMCA; and
- May impose reasonable fines not to exceed \$10,000 on a dispensing organization for certain delineated violations and may suspend, revoke, or refuse to renew the approval of a dispensing organization for committing any of those violations.

Testing Laboratories

Current law does not require the testing of low-THC cannabis by laboratories to ensure the composition of the low-THC cannabis to be dispensed complies with law or to ensure that it is safe. The bill requires a dispensing organization to contract with an independent testing laboratory¹⁰⁶ to perform audits on the dispensing organization's standard operating procedures, testing records, and samples and provide the results to DOH to confirm the low-THC cannabis and medical cannabis meet the requirements of the CMCA and that the medical cannabis and low-THC cannabis is safe for human consumption.

The bill also creates an exemption from criminal law for the independent testing laboratories and their employees, allowing the laboratories and laboratory employees to possess, test, transport, and lawfully dispose of low-THC cannabis and medical cannabis.

¹⁰⁶ "Independent testing laboratory" is defined by the bill to mean a laboratory, including the managers, employees, or contractors of the laboratory, which has no direct or indirect interest in a dispensing organization.

Physicians

Current law requires a physician to meet certain criteria, including additional training and education, to be qualified to order low-THC cannabis. The bill increases the physician ordering qualification criteria and allows the physician to order cannabis delivery devices for the administration of low-THC cannabis and medical cannabis. An ordering physician must have treated the patient at least 3 months immediately preceding the patient's registration in the compassionate use registry. The physician must also record in the registry the ordered amount of low-THC cannabis that will provide the patient with not more than a 45-day supply and any cannabis delivery device needed by the patient for the medical use of low-THC cannabis or medical cannabis.

The bill prohibits a physician ordering low-THC cannabis or medical cannabis from being employed as a medical director of a dispensing organization and provides that a physician who orders low-THC cannabis or medical cannabis and receives compensation from a dispensing organization related to the ordering of such may be subject to disciplinary action under the applicable practice act and under s. 456.072(1)(n), F.S. The bill requires DOH to publish a list of qualified ordering physicians on its website.

Patients

The bill authorizes DOH to establish a registration card system for patients and their legal representatives, establish the circumstances under which the cards may be revoked by or must be returned to DOH, and establish fees to implement such system. The registration cards must, at a minimum:

- State the name, address, and date of birth of the patient or legal representative;
- Have a full-face, passport-style photograph of the patient or legal representative that has been taken within 90 days prior to registration;
- Identify whether the cardholder is a patient or legal representative;
- List a unique numerical identifier for the patient or legal representative that is matched to the identifier used for such person in DOH's compassionate use registry;
- Provide the expiration date, which shall be from one year from the physician's initial order of low-THC cannabis or medical cannabis;
- For the legal representative, provide the name and unique numerical identifier of the patient the legal representative is assisting; and
- Be resistant to counterfeiting or tampering.

Preemption of Regulations

The bill provides that all matters regarding the regulation of the cultivation and processing of medical cannabis or low-THC cannabis by dispensing organizations are preempted to the state. Pertaining to the dispensing of low-THC cannabis or medical cannabis, the bill authorizes a municipality to determine by ordinance the criteria for and the number and location of, and other permitting requirements that do not conflict with state law or rule for, dispensing facilities of dispensing organizations located within its municipal boundaries. Furthermore, the bill allows a county to determine by ordinance the criteria for the number, location, and other permitting requirements that do not conflict with state law or rule for, all dispensing facilities located within the unincorporated areas of that county.

Prohibited Uses and Penalties

The bill prohibits low-THC cannabis and medical cannabis from being smoked, and used or administered:

- On any form of public transportation;

- In any public place;
- In a qualified patient's place of work, if restricted by his or her employer;
- In a state correctional institution, as defined in s. 944.02, F.S., or a correctional institution, as defined in s. 944.241, F.S.;
- On the grounds of any preschool, primary school, or secondary school; and
- On a school bus or in a vehicle, aircraft, or motorboat.

The bill provides that a physician commits a misdemeanor of the first degree, if the physician orders medical cannabis for a patient without a reasonable belief that the patient has a terminal condition, as defined under the RTTA. The bill also adds to the current criminal penalty for any person fraudulently representing he or she has a certain medical condition to be ordered low-THC cannabis, and adds a criminal penalty for fraudulently representing the person has a terminal condition to be ordered medical cannabis. The penalty for such act, a misdemeanor of the first degree, remains unchanged.

The bill also provides that an eligible patient, as defined under the RTTA as a person diagnosed with a terminal condition, who uses medical cannabis, and a legal representative of the patient who administers medical cannabis, in plain view of or in a place open to the general public, on the grounds of a school, or in a school bus, vehicle, aircraft, or motorboat commits a misdemeanor of the first degree.

The bill provides that certain exceptions to criminal law for the possession, sale, delivery, distribution, dispensing, or disposing of low-THC cannabis or medical cannabis does not preclude a person from being prosecuted for a criminal offense related to impairment or intoxication resulting from the medical use of low-THC cannabis or medical cannabis or relieve a person from any requirement under law to submit to a breath, blood, urine, or other test to detect the presence of a controlled substance.

Presumptions Concerning Approved Dispensing Organizations

The bill provides that an approved dispensing organization, which continues to meet the requirements for such approval, is presumed to be registered with DOH and to meet the regulations adopted by DOH or its successor agency for the purpose of dispensing medical cannabis or low-THC cannabis under all laws of the state. The bill also states that the authority provided to a dispensing organization in the RTTA does not impair the approval of a dispensing organization.

Cannabis Research

The bill creates an unnumbered section of law that authorizes any college or university in the state with a college of agriculture to conduct cannabis research in accordance with state and federal law. This permits research on whole plant cannabis, without the requirement of a certain composition of cannabinoids, at facilities other than the one currently authorized to research low-THC cannabis (the University of Florida).

The bill becomes effective upon becoming law.

II. FISCAL ANALYSIS & ECONOMIC IMPACT STATEMENT

A. FISCAL IMPACT ON STATE GOVERNMENT:

1. Revenues:

Section 381.986, F.S., authorizes DOH to impose an initial application and biennial renewal fee that is sufficient to cover the costs of administering the CMCA. This bill also authorizes DOH to establish fees to implement the registration card system should DOH create such a system.

DOH may also generate revenue from any fines assessed against dispensing organizations in violation of the CMCA, which would also positively affect revenues.

2. Expenditures:

The Office of Compassionate Use (OCU) was required to approve five dispensing organizations by January 1, 2015, upon the passage of the CMCA. In order to implement the CMCA, DOH was appropriated three full time equivalent positions and \$380,472 from the Grants and Donations Trust Fund.¹⁰⁷ However, DOH will likely incur additional costs associated with the regulatory standards for the operation, security, and safety of dispensing organizations or the growing, processing, testing, packaging, labeling, dispensing, or transportation of low-THC cannabis and medical cannabis. If there are at least 250,000 registered patients in the state, DOH may also incur costs associated with approving an additional 3 dispensing organizations.

DOH will also incur expenditures associated with implementation of the registration card system; however implementation of this system is permissive and the bill authorizes DOH to establish fees to implement the system.

DOH may have to alter the compassionate use registry and may incur costs associated with any such change. DOH may also incur costs associated with rulemaking and any potential challenges to those rules.

B. FISCAL IMPACT ON LOCAL GOVERNMENTS:

1. Revenues:

None.

2. Expenditures:

None.

C. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR:

Dispensing organizations may incur costs associated with meeting the bill's new quality, safety, and security standards unless they already meet such standards. Dispensing organizations will also incur costs associated with contracting with testing laboratories. The contract cost is indeterminate and may vary within each dispensing organization.

D. FISCAL COMMENTS:

None.

¹⁰⁷ See Specific Appropriation 469A, pg. 101, Ch. 2015-232, L.O.F. (2015).



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Office of Compassionate Use



Office of Compassionate Use

☎ 850-245-4444

✉ CompassionateUse@flhealth.gov

📍 **Mailing Address**
4052 Bald Cypress Way, Bin A-06
Tallahassee, FL 32399

The Office of Compassionate Use (OCU) was created by the Florida Department of Health in 2014 as part of its implementation of the Compassionate Medical Cannabis Act 2014, signed into law by Governor Rick Scott. The department promulgated Florida Administrative Code Chapter 64-4, which provides a regulatory framework for low- Tetrahydrocannabinol (THC) and medical cannabis in the Florida.

Florida law permits certain patients to obtain medical cannabis if authorized by a physician who has undergone required training.

There are two types of medical cannabis that can be obtained by qualified patients:

1. **Low-THC Cannabis:** Patients with cancer or a condition that causes chronic seizures or muscle spasms may qualify to receive low-THC cannabis. Low-THC cannabis has very low amounts of the psychoactive ingredient THC and does not usually produce the "high" commonly associated with cannabis.
2. **Medical Cannabis:** If a patient is suffering from a condition that has been determined to be terminal by two physicians, he or she may qualify for medical cannabis. This product can contain sufficient levels of the psychoactive ingredient THC to produce the "high" commonly associated with cannabis.

The Florida Department of Health has approved six dispensing organizations to cultivate, process and dispense low-THC cannabis, medical cannabis and derivative products to patients. The approved dispensing organizations are:

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2. **Medical Cannabis:** If a patient is suffering from a condition that has been determined to be terminal by two physicians, he or she may qualify for medical cannabis. This product can contain sufficient levels of the psychoactive ingredient THC to produce the "high" commonly associated with cannabis.

The Florida Department of Health has approved six dispensing organizations to cultivate, process and dispense low-THC cannabis, medical cannabis and derivative products to patients. The approved dispensing organizations are:

Chestnut Hill Tree Farm	Alachua County
Grandiflora (<i>San Felasco Nurseries</i>)	Alachua County
*Hackney Nursery	Gadsden County
*Surterra Therapeutics (<i>Alpha Foliage, Inc.</i>)	Hillsborough County
*Modern Health Concepts (<i>Costa Nursery Farms</i>)	Miami-Dade County
Knox Nursery	Orange County

**Dispensing organization has received cultivation authorization.*

A list of doctors permitted to order low-THC and medical cannabis products can be found on the Patients' information tab. The department recommends speaking to your health care professional to determine if low-THC or medical cannabis products are right for you or your loved one.



Dispensing organizations have not begun dispensing. As a result, low-THC and medical cannabis products are not currently available for purchase in Florida. The Department anticipates that product will be available to patients by September 2016.

#HealthiestWeightFL

65% of adults in Florida are at an unhealthy weight.

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3900 Bayshore Blvd.

Tobacco Free Florida

FloridaHealth Across the State

State Surgeon General
Dr. Celeste Philip

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REQUESTED COMMISSION ACTION:

Consent	<input checked="" type="checkbox"/> Ordinance	Resolution	Consideration/ Discussion	Presentation
SHORT TITLE				
<u>An Ordinance of the City Commissioner of the City of Pompano Beach, Florida, Amending Chapter 76, "Parking Meters," of the Pompano Beach Code of Ordinances by amending Section 76.02, "Definitions," to add and delete definitions; By amending Section 76.05, "Authority to Establish Parking Meter Zones," to add Authority for a City Manager's Designee; By amending Section 76.06, "Parking Meter Zones and Fees Established," to add new metered zones and parking meter fees throughout the City limits and to provide for additional permit requirements; By amending Section 76.07, "Time Limited Parking Zones," to establish time-metered zones, 24-hour construction parking zone and electronic charging stations and provide requirements for same; By amending Section 76.08, "Enforcement," by adding certain prohibited acts within metered zone areas; Providing for severability; Providing an effective date.</u>				

Summary of Purpose and Why:

The purpose of this proposed Ordinance amendment is to primarily include parking rates for the newly constructed Pier Parking Garage Structure, tentatively scheduled to open prior to July 4, 2016. Additional changes are being recommended to clarify parking zones or policies within the City which have evolved over time (i.e. flat parking rates for special events and holidays, timed limit zone parking, construction permits, additional pay by phone future locations etc.). There are no parking rate increases being proposed as part of this proposed amendment. Please refer to Finance Dept. Memo #16-111 for additional information.

- (1) Origin of request for this action: Finance Department
- (2) Primary staff contact: Suzette Sibble, Finance Director Ext. 4680
- (3) Expiration of contract, if applicable: NA
- (4) Fiscal impact and source of funding: NA

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance	<u>6/2/16</u>	<u>Approval</u>	<u>S. Sibble</u>
City Attorney	<u>6/2/16</u>	<u>—</u>	<u>[Signature]</u>
Budget	<u>6/2/16</u>	<u>—</u>	<u>[Signature]</u>

[Signature]

City Manager

Pompano Beach

ACTION TAKEN BY COMMISSION:

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



FINANCE DEPARTMENT

MEMO 16-111

Date: June 2, 2016

To: Mayor and City Commission

Via: Dennis Beach, City Manager

From: Suzette Sibble, Finance Director

Chris Brown, Redevelopment Management Associates

A handwritten signature in black ink, appearing to read "Chris Brown", is written over the "Via" and "From" lines of the memo header.

Since 2013 when the City Commission approved the creation of a Parking Enterprise Fund, the City has made significant improvements to both parking supply and to operations. The most significant advance has been the construction of the new five level Pier Parking Garage containing 609 parking spaces together and 54 spaces in the surface area surrounding the Garage. Furthermore, the City leased private land on A1A, called Parcel "A," upon which approximately 300 spaces were created in close proximity to the Beach. In addition, in 2015 the City retained the services of a professional parking management company, Denison Parking Inc., to focus on enforcement in order to preserve the financial capacity of the system to be able to sustain current and planned long-term parking infrastructure efforts. Over past years, staff and the City's parking consultants have worked to modernize the parking management system, particularly with regard to adding the payment feature of "pay-by-phone, purchasing more advanced meter stations, and switching to a "pay-by-plate system (from a pay by parking space number).

The goal of parking management modernization is to provide better service to the City's parking customers, to increase the parking supply in order to keep up with parking demand, and to increase parking revenue, which can then be used for constructing more parking and pay for parking operating expenses. Modernization over the next five years will continue, in order to improve parking in both the beach area, as well as the areas west of the Intercoastal Waterway.

The following parking ordinance amendment for the City Commission's consideration addresses several important issues regarding parking policy, principally the new Pier Garage operation. Parking fees are not being increased. The amendment will accomplish, among other things, the codification of fees for special events/holidays or special circumstance permits (i.e. construction), as well as allow for future pay by phone parking zones in select locations. The Summary of the Ordinance is stated as follows:

1. Set the parking rates for the new parking garage, opening on or about July 1, 2016. The rate will be in line with the current rates, which are \$1.25 per hour;
2. Provide monthly overnight parking passes on the 5th floor of the Pier Garage for residents, non-residents, and businesses at a rate of \$150 per month;
3. Set Holiday and special event parking rates for two highly desirable locations, the Pier Garage and Parcel "A," which is located on East Atlantic Blvd and A1A, so that Denison Parking may collect a flat rate of \$10 in lieu of using meters or tickets so that the service level to customers will increase (flat rate systems eliminate automobile back-ups in the garage and long lines at the pay stations during holidays/special events). The \$10 flat rate is currently being charged in Parcel "A."
4. Enable valet parking in the new garage, operated by the City's parking management company, Denison Parking (as needed);
5. Install additional Pay-by-Phone payment system in areas where it is uneconomical to install parking meter pay stations. The following streets will add Pay-by-Phone: NE 16th Street, Riverside Drive, NE 3rd Street (next to the garage), and others deemed feasible. Please note that Pay-by-phone will be available at all parking locations alongside pay stations.
6. Remove all single parking meters ("lollipops") and replace them with a Pay-by-Phone system or with pay stations or both, depending upon the number of parking spaces being served. The streets marked for lollipop removal include Briny Avenue, NE 2nd Street (next to the garage), NE 15th Street, and NE 13th Street. Lollipop systems are antiquated and result in higher levels of vandalism and maintenance/replacement levels.
7. Establishing a time limit for electric charging stations of 2 hours, with no charge for use of City electricity, but a meter fee must be paid during use of the parking space;
8. Provide, on a City-wide basis, 30-minute loading zones that are exempt from meter fees such as the loading zone on Briny Avenue, but are subject to a citation after the time limit. We are currently experiencing misuse of the loading zone on Briny Avenue by business owners parking their truck in the zone.
9. Establishing a rate of \$10 per day per parking space for use of public parking by contractors for use in storing equipment, vehicles and equipment for nearby construction projects. We have had several requests so far this year from contractors wishing to rent parking spaces on Pompano Beach Boulevard for construction projects at condominiums, such as repairing balconies or owners remodeling their residences.

All recommended changes are in an effort to streamline operations for the City's evolving parking infrastructure system, as well as clarify existing parking locations.

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 76, "PARKING METERS," OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 76.02, "DEFINITIONS," TO ADD AND DELETE DEFINITIONS; BY AMENDING SECTION 76.05, "AUTHORITY TO ESTABLISH PARKING METER ZONES," TO ADD AUTHORITY FOR A CITY MANAGER'S DESIGNEE; BY AMENDING SECTION 76.06, "PARKING METER ZONES AND FEES ESTABLISHED," TO ADD NEW METERED ZONES AND PARKING METER FEES THROUGHOUT THE CITY LIMITS AND TO PROVIDE FOR ADDITIONAL PERMIT REQUIREMENTS; BY AMENDING SECTION 76.07, "TIME LIMITED PARKING ZONES," TO ESTABLISH TIME-METERED ZONES, 24-HOUR CONSTRUCTION PARKING ZONE AND ELECTRONIC CHARGING STATIONS AND PROVIDE REQUIREMENTS FOR SAME; BY AMENDING SECTION 76.08, "ENFORCEMENT," BY ADDING CERTAIN PROHIBITED ACTS WITHIN METERED ZONE AREAS; 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,

SECTION 1. That Section 76.02, "Definitions," of Chapter 76, "Parking Meters," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 76.02 DEFINITIONS.

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning:

APPROXIMATE NUMBER OF SPACES. The approximate number of parking spaces in the described location. The number is not intended to limit the number of parking spaces approved to be metered but is intended to provide information to the reader.

CAMPER AND RECREATIONAL VEHICLES. For the purposes of this chapter the term shall include, but not limited to, travel trailers, truck campers, motor homes, camping trailer, and van conversions.

CONSTRUCTION AREA RENTAL. Any area of public parking, usually a parking lot or on-street parking, that is leased to a developer or contractor for the purpose of staging construction, for activities such as delivering and storing materials, equipment, trucks, and other construction apparatus, situated in close proximity of a permitted construction site.

~~**HOLIDAY.** For the purposes of this chapter, the term holiday shall include New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.~~

INTRACOASTAL WATERWAY. The Intracoastal Waterway ("ICWW") is the navigable canal situated parallel to and west of the Atlantic Ocean.

PAY BY TELEPHONE. For certain designated meter zones, the parking customer or patron of a customer, such as a business owner serving a customer, may pay meter fees by telephone, utilizing a third party payment and collection agency through the vendor's cellular telephone and smart device application ("App") in lieu of utilizing a parking meter for payment.

...

PARKING METER SPACE OR METER SPACE. Any space within a parking meter zone which is duly designated for the parking of a single vehicle by lines painted or otherwise durably marked on the curb or on the surface of the street.

PARKING METER ZONE. Any public parking facility upon which parking meters are installed and in operation. This term includes ***MULTI-SPACE PARKING METER ZONES***, which are any space or group of spaces controlled by a single multi-space parking meter. Parking spaces within parking meter zones are not numbered; ~~so as to allow users to identify the appropriate space number in order to pay the appropriate fees to park in said spaces; however, the parked~~

vehicle's license plate number is entered into the multi-space meter and is read by the parking enforcement attendant, so as to identify the vehicle's payment of the appropriate fees to park in said spaces.

PARKING PERMIT DECAL, HANGTAG OR CARD. The city may issue a decal, hangtag or card to a purchaser of a resident or business pass that allows the purchaser's vehicle to be parked in a Parking Meter Zone without having to advance funds into the meter, subject to the charges established by § 76.06.

PUBLIC PARKING FACILITY. Any publicly owned parking lot, parking garage, parking space or parking area.

RAMPING AREA. Any area used by a valet parking service that is used by the owner of a vehicle to drop off its vehicle in order for a parking valet service to move a customer's vehicle to a storage area and return the vehicle to its owner at the end of a valet service occurrence.

...

SECTION 2. That Section 76.05, "Authority to Establish Parking Meter Zones," of Chapter 76, "Parking Meters," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 76.05 AUTHORITY TO ESTABLISH PARKING METER ZONES.

The City Manager, or ~~Public Works Director~~ Designee are each authorized as follows:

- (A) To determine and designate parking meter zones.

...

SECTION 3. That Section 76.06, "Parking Meter Zones and Fees Established," of Chapter 76, "Parking Meters," of the City of Pompano Beach Code of Ordinances is hereby amended by replacing Table 76.06(A) and amending sub-section (C) to read as follows:

§ 76.06 PARKING METER ZONES AND FEES ESTABLISHED.

...

TABLE 76.06(A): Designated Parking Meter Zones and Meter Fees

Meter Fee and Restrictions							
Area East of ICWW, North of Atlantic Blvd.							
Zone	General Location	Approx. No. of Spaces	Vehicle Type	Meter Fee during Regular Days	Fee during Holidays and Events	Flat Rate Permit for Residents, Businesses, Employees	Comments
Hillsboro Inlet Park	2700 North Ocean Blvd	21	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	
Alsdorf Boat Launch Facility and Parking Lot	14 th Street	82	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	
		78	Vehicle with trailer	\$10.00 per 24-hour period	\$10.00 per 24-hour period	Not available	
North Ocean Park Parking Lot	3424 NE 16 th Street, east of A1A	34	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	
NE 16 th Street (no meters installed)	NE 16 th Street, west of A1A	0-6	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	Pay-by-phone only
NE 15th Street	NE 15 th Street, west of A1A	7	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	Remove lollipop meters; pay-by-phone only
NE 13th Street	NE 13 th Street, east of A1A	9	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	Remove lollipop meters; pay-by-phone only
Pier Garage	221 N. Pompano Beach Blvd.	509	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$10.00 flat rate	\$150 per month for residents, businesses, 5 th floor only, 100 permits maximum	

Pier Garage	221 N Pompano Beach Blvd	100	Valet Only	\$7.50-\$10.00 flat rate	\$15.00 flat rate	Not available	
Pier Surface Parking Lots and Pier Street	221 N Pompano Beach Blvd.	54	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	
Pier and Beach Restaurant Lot	222 N Pompano Beach Blvd.	7	Handicap, Police, special vehicles only, expectant mothers	No charge	No charge	Not available	Spaces to be removed for restaurant construction
Pompano Beach Blvd.	East side Pompano Beach Blvd.	108	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	
NE 3 rd Street	NE 3 rd St. South side between A1A and P. B. Blvd	0-4	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	Pay-by-phone only
NE 2 nd Street	NE 2 nd St. North side Between A1A and P B Blvd.	10	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	Removing lollipop meters; pay-by phone only
NE 2 nd Street	NE 2 nd St. between A1A and Riverside Drive	8	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	Pay-by-phone only
Beach Parking Lot	NE Corner of Atlantic Blvd. and A1A	116	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$10.00 flat rate	Not available	
Beach Parking (Grassy Lot)	NE Corner of Atlantic Blvd. and A1A	175	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$10.00 flat rate	Not available	

Atlantic Boulevard	Atlantic Blvd., between A1A and P.B. Blvd.	14	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	
Oceanside Parking Lot	Riverside Drive and A1A	128	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	\$60.00 per year resident daytime parking pass with restrictions	
Oceanside Parking Lot	Riverside Drive and A1A	150	Valet	na	na	License agreement required	
Riverside Drive	Riverside Drive, east side	3-25	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	Pay-by-phone only
Library Parking Lot	NE 3 rd Street at Riverside Drive	25	Vehicle		No charge	No charge	Parking free to library patrons and staff

Area East of ICWW, South of Atlantic Blvd

Zone	General Location	Approx. No. of Spaces	Vehicle Type	Meter Fee during Regular Days	Fee during Holidays and Events	Flat Rate Permit for Residents and Employees	Comments
Briny Avenue (west side)	Briny Ave. south of Atlantic Blvd., 0-99 block	2	Vehicle	No charge	No charge	Not available	Loading and Unloading only, 30 minutes limit; longer requires application
Briny Avenue (east and west side)	Briny Avenue south of Atlantic Blvd., 200 block	4-8	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	
Briny Avenue (east and west side)	Briny Avenue south of Atlantic Blvd., 400 block	0-4	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	Remove lollipop meters, pay-by-phone only

Briny Avenue (east and west side)	Briny Avenue south of Atlantic Blvd., 600 block	3-7	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	Remove lollipop meters, pay-by-phone only
Briny Avenue (east side)	Briny Avenue south of Atlantic Blvd., 800 block	0-4	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	Remove lollipop meters, pay-by-phone only
SE 1 st Street On-Street Parking between A1A and Hibiscus	SE 1 st St. between A1A and Hibiscus	0-8	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	Pay-by-phone only
SE 2 nd Street On-Street Parking between A1A and Hibiscus	SE 1 st St. between A1A and Hibiscus	0-8	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	Pay-by-phone only
SE 2 nd Street On-Street Parking between Briny Ave. and A1A	SE 2 nd St. between Briny Ave. and A1A	9	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour	Not available	
SE 4 th Street On-Street Parking	SE 4 th St. between Briny Ave. and A1A	0-4	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour		Non-metered
SE 6 th Street On-Street Parking	SE 6 th St. between Briny Ave. and A1A	10	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour		Non-metered
SE 8 th Street On-Street Parking	SE 8 th St. between Briny Ave. and A1A	0-5	Vehicle	\$.25 per 12 minutes or \$1.25 per hour	\$.25 per 12 minutes or \$1.25 per hour		Non-metered

City Wide Regulations							
All On-Street Handicap Public Parking	City Wide	na	Vehicle	No charge	No charge	Not available	Florida Statute prohibits charging for on-street, handicap parking
All Off-Street Handicap Public Parking	City Wide	na	Vehicle	Rate charge according to parking zone	Rate charge according to parking zone	Not available	Examples include garages and lots
All Electric Charging Stations	City Wide	na	Electric plug-in vehicle only	Meter rate of zone	Meter rate of zone	Not available	Payment of meter required if metered; 2-hour limit for charging
All On-Street and Off-Street Loading Zones	City Wide	na	Vehicle, truck, van	No charge	No charge	Not available	30-minute time limit; longer period by application
Construction Parking	City Wide	na	Construction materials, equipment, trucks			\$10 per day per space not to exceed 30 days; admin fee of \$150 per application	Application required for short term; license; agreement required for long term

...

(C) *Parking permits for certain zones.*

(1) A “resident parking permit decal” may be purchased from the city’s Treasury Division Office, or its designee, by all residents which shall authorize the parking of the vehicle for which the permit was acquired in any parking meter space located within the ~~Pier Parking Lot and Oceanside Parking Lot~~ as described in Table 76.06(A) without requiring the payment of money into the space’s parking meter from 6:00 a.m. until 8:00 p.m. daily. No overnight parking is allowed under this resident parking permit decal.

(a) The cost of a 12-month decal for the Oceanside Parking lot shall be \$60.00, including applicable taxes.

(b) The cost of a 12-month decal for a second vehicle shall be \$10.00, including applicable taxes.

(c) The cost of a 6-month decal shall be \$30.00, including applicable taxes.

(2) A “monthly overnight parking permit ~~decal~~ hangtag” may be purchased from the city’s Treasury Division Office, or its designee, by all residents, ~~and non-residents, and Pompano Beach business owners~~, which shall authorize the parking of the vehicle for which the permit was acquired in any parking meter space located within the Oceanside Parking Lot as described in Table 76.06(A) without requiring the payment of money into the space’s meter ~~overnight from 12:00 a.m. until 11:59 p.m. daily for the period being contracted.~~

(a) The cost of the monthly overnight parking permit ~~decal~~ hangtag shall be \$30.00, including applicable taxes.

(b) The monthly overnight parking permit hangtag is subject to availability, determined by the City Manager or designee.

(3) A “monthly overnight parking permit card” may be purchased from the city’s Treasury Division Office, or its designee, by all residents, non-residents, and Pompano Beach business owners, which shall authorize the parking of the vehicle for which the permit was acquired in any parking meter space located within the Pier Parking Garage as described in Table 76.06(A) and with restrictions described below without requiring the payment of money into the space’s meter from 12.00 am until 11:59 pm daily for the period being contracted.

(a) The parking location of the Pier Garage monthly overnight parking permit card shall be restricted to the fifth floor (roof level) of the garage.

(b) The cost of the monthly overnight parking permit card shall be \$150.00, including applicable taxes.

(c) The maximum number of monthly overnight parking permit cards is one per resident or non-resident and two per business.

(d) The monthly overnight parking permit card is subject to availability, a maximum of 100 permits may be issued for any one-month period.

~~(3)~~ (4) Each permit shall cover the specified time period for the permit, from the date of purchase. The application procedure and the form of the permit shall be determined by the City Manager or Designee. The monthly overnight parking permit card shall be registered to a specific vehicle and its license plate and may not be transferred to another person or vehicle.

~~(4)~~ (5) Permits Residential parking permit decals and monthly overnight parking permit hangtags are not valid for special events, as may be determined by the City Manager.

(D) The city may suspend or modify hourly metered parking requirements to a one-time daily parking fee in any city public parking facility for city sponsored or other special events as determined by the City Manager or Designee.

~~(D)~~ (E) Collection of Deposited Moneys. The City administration shall provide for the regular collection of the money deposited in the parking meters. All of the money shall be deposited into the Parking Enterprise Fund of the city.

SECTION 4. That Section 76.07, “Time Limited Parking Zones,” of Chapter 76, “Parking Meters,” of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 76.07 TIME LIMITED PARKING ZONES.

The City Manager or ~~Public Works Director~~ Designee are each authorized to determine and designate time limited parking zones, where it is determined that the limitation on the length of time vehicles may be parked shall be necessary to aid in the regulation, control, and inspection of parking vehicles.

(A) Fifteen Minute Parking Zone. Parking or standing a vehicle in a designated space in a public parking facility shall be lawful for a maximum of 15 minutes. The purpose of the 15 minute zone is to provide highly convenient parking for customers and vendors of retailers, such as dry cleaners, restaurants and others, to park and pick up their goods such as clothing and food products. Meter zone fees shall apply.

(B) Thirty Minute Loading Zone. Parking or standing a vehicle, including a truck or van, in a designated space in a public parking facility shall be lawful for a maximum of 30 minutes. Meter zone fees shall apply.

(C) One-Hour Parking Zone. Parking or standing a vehicle in a designated space in a public parking facility shall be lawful for a maximum of one hour. Meter zone fees shall apply.

~~(A)~~ (D) Two-Hour Parking Zone. Parking or standing a vehicle in a designated space in a public parking facility ~~described in subsection (2)(a) below~~ shall be lawful for a maximum of two hours. Meter zone fees shall apply.

~~(B)~~ (E) *Eight-Hour Parking Zone.* Parking or standing a vehicle in a designated space in a public parking facility ~~described in subsection (2)(a) below~~ shall be lawful for a maximum of eight hours. Meter zone fees shall apply.

(F) Twenty-Four Hour Construction Parking Zone. Parking by construction vehicles, storing materials and equipment, and use for construction purposes is permitted by permit only by the payment of a fee which is described in Table 76.06(A). The number of days of the use of public parking, including on-street parking as well as public parking in lots or garages, shall be governed by the permit itself. A permit for a period of less than 30 days may be approved by the City Manager or City Finance Director. A permit greater than thirty days must be approved by the City Commission by a license agreement. The City's vehicles are exempt from this section.

(G) Electric Charging Stations. Payment of parking in an electric charging space provided by the city shall require the payment of the meter fee in which the charging space is located and the maximum time of occupancy of the space shall be two hours. The electric vehicle must be a plug-in type.

SECTION 5. That Section 76.08, "Enforcement," of Chapter 76, "Parking Meters," of the City of Pompano Beach Code of Ordinances is hereby amended by to read as follows:

§ 76.08 ENFORCEMENT.

...

(B) *Certain acts prohibited and subject to penalty per City Code of Ordinances 70.11, Illegally Parked Vehicles.* It shall be unlawful and a violation of the provisions of this chapter, subject to penalty per City Code of Ordinances § 70.11, Illegally Parked Vehicles, for any person to cause, allow, permit, or suffer any vehicle registered in his name to:

(1) Be parked in a parking meter zone and failing to pay the meter fee;

...

(10) Be parked in any parking space in a parking meter zone or time limited parking zone with the rear end of the vehicle facing into the space provided for parking, if signage is provided that specifically prohibits back-in parking; a warning citation shall be issued to a vehicle for first time violations of this subsection;

(11) Be parked in any parking space designated as a handicapped parking space without displaying a permit for handicapped parking

which has been issued by a governmental agency having the authority to issue the permit;

(12) Be parked in a parking meter zone or time limited parking zone which requires a parking permit without displaying a valid permit; or

(13) Be parked in a parking meter zone or time limited parking zone for any purpose set forth in City Code of Ordinances § 71.08, Parking For Certain Purposes Prohibited; Towing;

(14) Be parked in a parking meter zone or time limited parking zone which provides electric charging without making payment for the meter and/or occupying the electric charging station parking space for a period of time longer than two hours; the electric vehicle must be a plug-in type;

(15) Be parked in a loading zone that restricts parking in accordance with Section 76.07; or

(16) Be parked in a valet ramping area or valet storage area that has been licensed to be used for valet parking by the City.

SECTION 6. 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 7. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2016.

PASSED SECOND READING this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

MEB/jrm
5/31/16
l:ord/Ch76/2016-213

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 UNDERGROUND FACILITIES CONVERSION AGREEMENT (NON-GAF) BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA POWER & LIGHT COMPANY; PROVIDING AN EFFECTIVE DATE (\$412,808.00).

Summary of Purpose and Why:

Burkhardt Construction, Inc., was awarded the construction contract for Briny Avenue Undergrounding and Streetscape Improvements in March 2016. Our contract with Burkhardt includes the installation of all electrical equipment related to this project but does not include the supply of the electrical equipment (transformers, hand holes, conduit, cable, etc.) or removal of existing electric poles and overhead utilities owned by Florida Power & Light Company (FPL), which is required to be furnished and completed by FPL. Please find the attached Agreement to be executed between City and FPL for these services.



Accomplishing this item supports achieving Initiative 2.3, Objective 2.3.4 "Undergrounding Utility Lines on Briny" 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: John Sfiropoulos, PE / Horacio Danovich Ext 7044 / 7834
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$412,808.00, CIP 12-208, Account No. 302-7486-530-6511

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>6/1/16</u>	APPROVE	
City Attorney	<u>6/2/16</u>	APPROVE	
Finance	<u>6/2/16</u>	APPROVE	
Budget	<u>6/2/16</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager

Dennis W. Beard

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 #2016-858

June 1, 2016

TO: John Sfiropoulos, P.E., City Engineer
FROM: Mark E. Berman, City Attorney
RE: Resolution – Underground Facilities Conversion Agreement (NON-GAF)

Pursuant to your memorandum dated May 24, 2016, Engineering Department Memorandum No. 16-81, 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 UNDERGROUND FACILITIES CONVERSION AGREEMENT (NON-GAF) BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA POWER & LIGHT COMPANY; PROVIDING AN EFFECTIVE DATE.

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


MARK E. BERMAN

/jrm
l:cor/engr/2016-858

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 UNDERGROUND FACILITIES CONVERSION AGREEMENT (NON-GAF) BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA POWER & LIGHT COMPANY; 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 Florida Power & Light Company, 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 Florida Power & Light Company.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
6/1/16
l:reso/2016-218

UNDERGROUND FACILITIES CONVERSION AGREEMENT (NON-GAF)

This Agreement, is made and entered into this _____ day of _____, 20____, by and between CITY OF POMPANO BEACH ("Applicant"), with an address of 100 W. Atlantic Blvd., Rm. 276, Pompano Beach, FL and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"):

Briny Conversion area - Briny Ave from the east, S.E. 8th St. to the south, Ocean Blvd. (A1A) to the west and S.E. 2th St. to the north. (collectively, the "Existing Overhead Facilities") to underground facilities, including transformers, switch cabinets and other appurtenant facilities installed above ground as set forth in Attachment A hereof (collectively, the "Underground Facilities", WR # 4860334).

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost ("ASRC") Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion (select one of the following ASRC Tiers):

ASRC Tier 1:

- a. In order for the Conversion to incorporate a sufficient amount of overhead facilities to provide electrical continuity, the Conversion must include a minimum of approximately 3 pole line miles or approximately 200 detached dwelling units within contiguous or closely proximate geographic areas (the "Conversion Area"). The Conversion may be completed in mutually agreed upon phases, with the project size minimums applying to the aggregate project – provided that any necessary subsequent phase begins within a 1 year period from completion of the prior phase and the minimums are met within, at most, 3 phases; and
- b. The Applicant must require all customers within the Conversion Area who currently have overhead service directly from the Existing Overhead Facilities to convert their service entrances to underground within 6 months of completion of the Underground Facilities installation or each phase thereof; and
- c. If the Applicant requests that facilities be placed in the ROW, the Applicant must be willing and able to execute a right of way ("ROW") agreement with FPL or secure a ROW agreement through the appropriate local government(s) with FPL; and
- d. For any affected laterals, the complete lateral must be converted, including all stages of any multi-stage lateral; and
- e. There are no state or federal funds available to the Applicant to cover any portion of the cost of the Conversion.

Special Circumstances. Conversions which do not meet the Tier 1 project size minimums described in section 1.a are eligible for the ASRC in the following special circumstances:

- i. An island or peninsula where 100% of the Existing Overhead Facilities are to be converted; or
- ii. When the aggregate size of the first 3 phases of a project would satisfy the minimum size criteria but, for mutually-agreed engineering or logistical reasons, those phases are non-contiguous; provided that (a) the next (4th) phase must be adjacent to one or more of the first 3 phases such that the combined contiguous area meets the minimum size criteria, and (b) this 4th phase begins within 1 year from completion of the 3rd phase.

(Continued on Sheet No. 9.721)

(Continued from Sheet No. 9.720)

ASRC Tier 2. All eligibility criteria remain the same as Tier 1 with the exception that the Conversion Area must only include between approximately 1 to 3 pole line miles or a minimum of approximately 85 detached dwelling units within contiguous or closely proximate geographic areas.

ASRC Tier 3. A Conversion Area that is less than 1 pole line mile within contiguous or closely proximate geographic areas. Additionally, Tier 1 requirements for project completion timing in paragraph 1.a., as well as, paragraphs 1.b. and 1.d. do not apply.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code.

i. CIAC (excluding ASRC)	\$ 462,347	
ii. ASRC	\$ 43,558	
iii. CIAC Due	\$ 418,789	(Cust. Performs ALL UG Work)

In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.

4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.

5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.

6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.

7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.

8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

$$\text{ASRC} * [(30 - \text{years since the Underground Facilities completion date}) / 30]$$

Non-governmental Applicants, whose CIAC includes a Tier 1 or Tier 2 ASRC, shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

(Continued on Sheet No. 9.722)

(Continued from Sheet No. 9.721)

- 9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.
- 10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.
- 11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.
- 12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

CITY OF POMPANO BEACH

FPL

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

Signed _____

Name _____

Title _____

Approved as to Terms and Conditions (if required by Applicant)

Signed _____

Name _____

Title _____

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed _____

Name _____

Title _____

Overhead to Underground Conversion - Customer Cost Sheet

Project: Pompano Beach - Briny

Date Estimate Provided to Customer: May 12, 2016

Customer Performs All UG Work

Underground Cost

New UG Installation (+)	\$478,615	Cost for FPL to install new underground facilities
Equivalent OH Installation (-)	(\$250,331)	Cost to install an overhead system at current hardening standards

Existing Overhead Cost

OH Removal & Make Ready Cost (-)	\$192,216	Cost for FPL to remove existing overhead facilities
Existing OH Value (+)	\$33,976	Net Book Value of existing OH facilities to be removed
Operational Cost Diff (+)	\$7,871	
Salvage Value (-)	\$0	Credit for re-usable items
Subtotal*	\$462,347	Total customer contribution as specified in Tariff 12.2.3
ASRC	(\$43,558)	Tier #3
CIAC*	\$418,789	
Engineering Deposit (-)	(\$5,981)	Engineering deposit previously collected
Net Due FPL*	\$412,808	Total customer contribution owed

Cost Breakdowns for Customer Contributions

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Facilities (+)	\$478,615	\$0	\$332,266	\$146,349
Credit for equivalent OH (-)	(\$250,331)	(\$107,690)	(\$96,614)	(\$46,027)
OH Removal Cost (+)	\$192,216	\$133,647	\$26,533	\$32,036
Total	\$420,500	\$25,957	\$262,185	\$132,358
Net Book Value (+)	\$33,976			
Operational Cost Diff (+)	\$7,871	(0.9 miles)		
Salvage Value (-)	\$0			
Subtotal*	\$462,347			
ASRC	(\$43,558)			
CIAC*	\$418,789			
Engineering Deposit (-)	(\$5,981)			Engineering deposit previously collected
Net Due FPL*	\$412,808			

Major Material Breakdown

	Quantity	Item
Install	23,541	Primary UG Cable (feet)
	3	UG Switch Cabinet (VISTA's)
	16	UG Transformer (each)
	1	Splice box for UG feeder (each)
Remove	8,699	OH Primary Conductor (feet)
	38	Poles (each)
	16	OH Transformer (each)
	600	Primary UG Cable (feet)

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 SPECIAL CONSTRUCTION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND COMCAST OF FLORIDA/GEORGIA/ILLINOIS/MICHIGAN, LLC; PROVIDING AN EFFECTIVE DATE (\$101,081.42).

Summary of Purpose and Why:

Burkhardt Construction, Inc., was awarded the construction contract for Briny Avenue Undergrounding and Streetscape Improvements in March 2016. Burkhardt will be installing the underground conduit however their scope does not include the cable installations through these conduits and final cable connections or removal of existing overhead utilities owned by Comcast. These services are required to be completed by Comcast. Please find the attached Agreement to be executed between City and Comcast for these services.

Accomplishing this item supports achieving Initiative 2.3, Objective 2.3.4 "Undergrounding Utility Lines on Briny" 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: John Sfiropoulos, PE / Horacio Danovich Ext 7044 / 7834
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: \$101,081.42, CIP 12-208, Account No. 302-7486-530-6511

Table with 3 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, and DEPARTMENTAL HEAD SIGNATURE. Rows include Engineering, City Attorney, Finance, and Budget, all with 'APPROVE' recommendations and signatures.

Advisory Board
Development Services Director
X City Manager (with signature)

Denise W. Beard (with signature)

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance, Resolution, Consideration, and Workshop. Rows include 1st Reading and 2nd Reading for each category.



City Attorney's Communication #2016-859

June 1, 2016

TO: John Sfiropoulos, P.E., City Engineer
FROM: Mark E. Berman, City Attorney
RE: Resolution – Special Construction Agreement

Pursuant to your memorandum dated May 24, 2016, Engineering Department Memorandum No. 16-81, 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 SPECIAL CONSTRUCTION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND COMCAST OF FLORIDA/GEORGIA/ILLINOIS/MICHIGAN, LLC; PROVIDING AN EFFECTIVE DATE.

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



MARK E. BERMAN

/jrm
l:cor/engr/2016-859

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 SPECIAL CONSTRUCTION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND COMCAST OF FLORIDA/GEORGIA/ILLINOIS/MICHIGAN, 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 Comcast of Florida/Georgia/Illinois/Michigan, LLC., 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 Comcast of Florida/Georgia/Illinois/Michigan, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



SPECIAL CONSTRUCTION AGREEMENT_

Project Number: Comcast muid_6873_B

Customer Name: City of Pompano Beach, Fl

Aerial to Underground Conversion

John Sfiropoulos P.E. / City Engineer

Authority: Comcast Regional Design &
Construction Center (RDCC)

Customer Number: 12-208

Comcast Contact: Leonard Maxwell-Newbold

Work Site Address: Briny Ave, between, just n/o SE
2nd Street, and south to just s/o SE 8th Street in Pompano
Beach

Telephone Number: 954-447-8405

This Special Construction Agreement ("Agreement") is entered into by and between [Comcast of Florida / Georgia / Illinois/ Michigan, LLC] ("Comcast") and the City of Pompano Beach ("Customer"). Comcast and Customer hereby agree to the following terms and conditions:

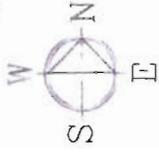
- 1. Construction Specifications and Requirements Terms and Conditions.** This Agreement is subject to and controlled by the provisions of Comcast's Construction Specifications and Requirements Terms and Conditions, attached here as Exhibit I, which are incorporated herein by reference as applicable and all such revisions to said documents as may be made from time to time. The parties shall coordinate the logistics and scheduling of the Special Construction contemplated herein in a mutually agreeable manner. The foregoing shall not be construed to mean that Comcast has an obligation to perform the Special Construction under any particular schedule identified by Customer, and Comcast shall not be responsible to the Customer for any alleged delays in performing the Special Construction.
- 2. Special Construction.** This Agreement is for the special construction as further described on Exhibit I, attached hereto and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to Comcast [**\$101,081.42**] ("Special Construction Charges"). Payment in full is required within thirty days after Comcast issues an invoice to the Customer for the Special Construction Charges.
- 3. Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees Comcast shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work. Customer shall not be required to pay more than special construction charges; amount for the Special Construction (as it is defined on Exhibit I).
- 4. Limitation of Liability.** Comcast's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the Comcast's Construction Specifications and Requirements Terms and Conditions and in no event shall exceed Special Construction Charges paid by Customer to Comcast.
- 5. Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.



6. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
8. **Effect of Waiver.** No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.
9. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
10. **Modification.** This Agreement constitutes the entire agreement between the parties and can only be changed in a writing or writings executed by both of the parties. Each of the parties forever waives all right to assert that this Agreement was the result of a mistake in law or fact.
11. **Interpretation.** The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
12. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida, without regard to Florida's conflict of law principles.
13. **Attorneys' fees.** If either party materially breaches this Agreement and should the non-breaching party seek to enforce its rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
14. **Authority.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
15. **No Precedent.** Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as waiver of sovereign immunity by the customer of any rights or limits to liability existing under Section 168.28, Florida Statutes, if and to the extent applicable. This section shall survive the termination of all performance or obligations under this agreement.
17. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION, RESCISSION, WAIVER RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

Attachment A - Work Area

BRINY AVENUE



NOT TO SCALE

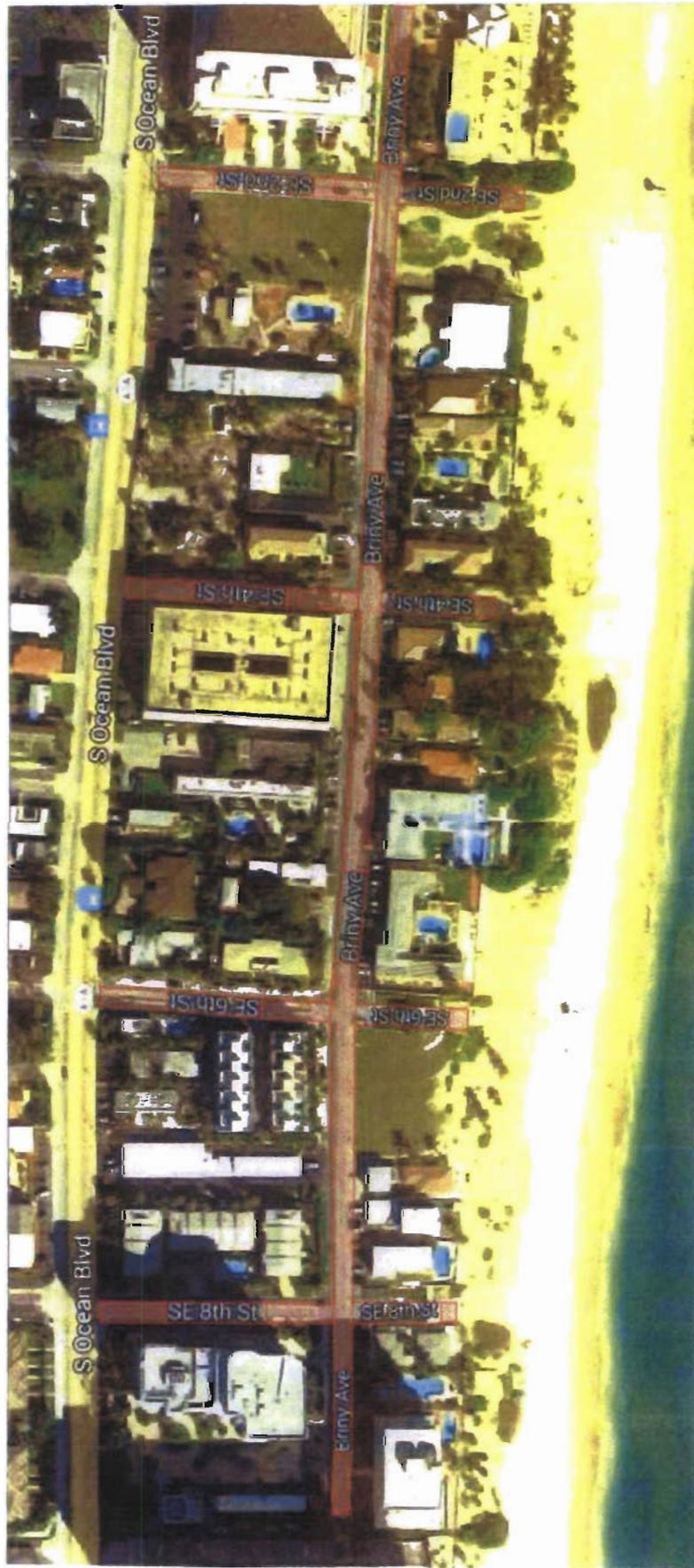




EXHIBIT 1

DESCRIPTION OF SPECIAL CONSTRUCTION

[Comcast muid_6873_B]

The scope of this project will consist of the aerial to subgrade conversion of Comcast existing aerial facilities, within the limits of this project.

The Legal Limits of this project are: Briny Ave, between a point, just n/o SE 2nd Street and south to a point just s/o SE 8th Street, to include SE 2nd Street, SE 4th Street, SE 6th Street and SE 8th Street, e/o Briny Ave and w/o Briny Ave to the S. Ocean Blvd R/W, all within the limits of Pompano Beach, Fl

To accommodate this relocation effort, specific plant, by design, may need to extend beyond the legal limits of this subject project, to accommodate and achieve continuity to the existing Comcast Network.

New subgrade facilities shall be installed per design to include cables, pedestals, handholds, power supplies, and drop installation etc...



2601 SW 145th Avenue Suite #100
Miramar, FL 33027
Phone 954-447- 8484

DATE May 9, 2016

Bill To: City of Pompano Beach
Contact Name John Sfiropoulos
Street Address
City, ST ZIP Code
Phone 954-545-7009
Email john.sfiropoulos@copbfl.com

Quotation valid until: June 8, 2016
Prepared by: John Matonti

Comments or special instructions:

This quote is for aerial removal and relocation of Comcast facilities for Briny Ave Streetscaping

Description	Unit	Per	Quantity	AMOUNT
Construction Labor	Unit	#REF!	1	\$ 80,176.24
Construction Materials	Unit	#REF!	1	\$ 20,905.18
Other				\$ -
Total Cost of project				\$ 101,081.42
Balance due from				

If you have any questions concerning this quotation, contact

Please make check payable to:
Comcast of South Florida II, Inc.
2601 SW 145 Ave Suite # 100
Miramar, FL 33027



Job Proposal

Date	Estimate #
4/1/2016	2428

570 S.W. 16th Terrace, Bldg. #1500
 Pompano Beach, Florida 33069
 Phone: 954-782-8740
 Fax: 954-782-1919
 office@usicable.com

Customer Name/ Address		Project		
Comcast Cable Communications 2601 SW 145th Avenue Miramar, FL 33027		BRINY AVE POMPANO BCH, FL		
Item	Description	Qty	Rate	Total
A-3	Install Down Guy to Existing Anchor	2	8.32	16.64
A-4	Place Guy Guard	8	3.00	24.00
A-5	Place 6" Screw Anchor	6	14.50	87.00
A-8	Pole Transfer- Simple	6	44.00	264.00
A-19	Aerial Wreckout	6,200	0.15	930.00
A-20	Install Riser Guard	12	20.00	240.00
A-21	Aerial Coax Construction Set-up	9	118.00	1,062.00
A-24	Resag Strand	6	23.00	138.00
M-1	Install Self Support Cable < 150'	10	75.00	750.00
M-19	Drop Activation in Lockbox	58	5.00	290.00
M-15	Wreckout Old Cables	58	5.00	290.00
M-21	Relocate	4	17.00	68.00
M-23	Install Molding	800	1.40	1,120.00
MDU037	Prime & Paint Molding	800	0.75	600.00
MDU041	Drill Concrete Wall	25	15.00	375.00
A-3	Install Down Guy to Existing Anchor	5	8.32	41.60
U-6	Install Pedestal (Tap/Splitter)	18	10.00	180.00
U-7	Install Pedestal (LEIDAIMB)	9	20.00	180.00
U-9	Bond	31	3.00	93.00
U-22	4" Directional Bore	1,600	10.00	16,000.00
U-10	Remove/Replace Sod	1,600	0.90	1,440.00
U-24	Pull Coax (Separate Trip)	8,000	1.00	8,000.00
U-26	Install Pull Rope	10,000	0.60	6,000.00
U-28	Dig & Repair	20	250.00	5,000.00
O-1	Asphalt Cut with Restoration	600	12.00	7,200.00
O-2	Concrete Cut with Restoration	600	15.00	9,000.00
O-3	Pass Through Charge (MOT Setup & Breakdown)	1	5,000.00	5,000.00
O-7	Rock Trenching	1,600	3.00	4,800.00
S-2	Cold Splice	8,000	0.30	2,400.00
S-4	Cold Splice Activation	8,000	0.09	720.00
S-10	Forward/Reverse Sweep	8,000	0.17	1,360.00
S-8	Splice Active Mini Bridger	12	99.00	1,188.00
F-3	Overlash Fiber	1,400	0.49	686.00
F-7	Splice Fiber (Per Fusion 1-96)	48	27.00	1,296.00
F-10	Fiber Enclosure	2	105.00	210.00
F-11	Fiber Rearrangement	1,400	0.68	952.00
Any questions regarding this proposal? Please give Blaze a call at (954)782-8740.		Total		



Job Proposal

Date	Estimate #
4/1/2016	2428

570 S.W. 16th Terrace, Bldg. #1500
 Pompano Beach, Florida 33069
 Phone: 954-782-8740
 Fax: 954-782-1919
 office@usicable.com

Customer Name/ Address Comcast Cable Communications 2601 SW 145th Avenue Miramar, FL 33027	Project BRINY AVE POMPANO BCH, FL
--	--

Item	Description	Qty	Rate	Total
F-12	Lash Storage Loops Aerial	2	75.00	150.00
F-14	Pull Innerduct/ Fiber Cable	2,000	0.85	1,700.00
F-17	Install Splice Enclosure	1	115.00	115.00
F-13	Storage Loops Underground	6	35.00	210.00
	Subtotal			80,176.24
Materials	Materials	1	20,905.18	20,905.18
	City to Install All Conduits In Right Of Way			

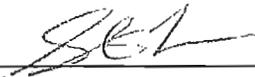
Any questions regarding this proposal? Please give Blaze a call at (954)782-8740.	Total	\$101,081.42
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below. This quote is only valid for 60 days from the date of this letter.

COMCAST

Steve Lencse
Printed Name


Authorized Signature

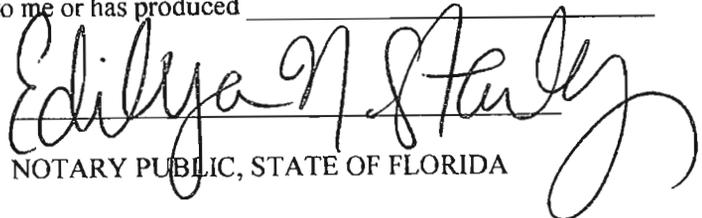
Title: Sr Manager Construction

Date: 05/10/2016

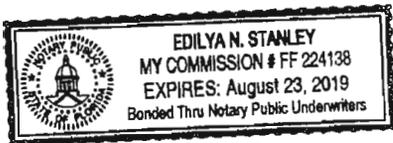
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10th day of May, 2016 by Steve Lencse, as Sr Man. Construc: of Comcast, 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

Edilya N. Stanley
(Name of Acknowledger Typed, Printed or Stamped)



FF224138
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 _____, 2016 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

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 SPECIAL CONSTRUCTION AGREEMENT FOR CONVERSION OF OVERHEAD FACILITIES TO UNDERGROUND BETWEEN THE CITY OF POMPANO BEACH AND BELL SOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T SOUTHEAST; PROVIDING AN EFFECTIVE DATE (\$150,000.00.).

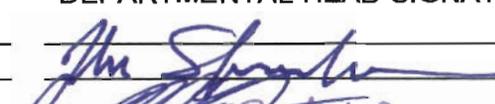
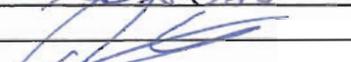
Summary of Purpose and Why:

Burkhardt Construction, Inc., was awarded the construction contract for Briny Avenue Undergrounding and Streetscape Improvements in March 2016. Burkhardt will be installing the underground conduit however their scope does not include the cable installations through these conduits and final cable connections or removal of existing poles and overhead utilities owned by Bellsouth Telecommunications ("AT&T"). These services in the estimated amount of \$150,000 are required to be completed by AT&T. Please find the attached Agreement to be executed between City and AT&T for these services.

 Accomplishing this item supports achieving Initiative 2.3, Objective 2.3.4 "Undergrounding Utility Lines on Briny" 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: John Sfiropoulos, PE / Horacio Danovich Ext 7044 / 7834
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$150,000.00, CIP 12-208, Account No. 302-7486-530-6511

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>6/1/16</u>	APPROVE	
City Attorney	<u>6/2/16</u>	APPROVE	
Finance	<u>6/3/16</u>	APPROVE	
Budget	<u>6/2/16</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager 

Commissioner Beard

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2016-857

June 1, 2016

TO: John Sfiropoulos, P.E., City Engineer

FROM: Mark E. Berman, City Attorney

RE: Resolution – Special Construction Agreement for Conversion of Overhead Facilities to Underground

Pursuant to your memorandum dated May 24, 2016, Engineering Department Memorandum No. 16-81, 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 SPECIAL CONSTRUCTION AGREEMENT FOR CONVERSION OF OVERHEAD FACILITIES TO UNDERGROUND BETWEEN THE CITY OF POMPANO BEACH AND BELL SOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T SOUTHEAST; PROVIDING AN EFFECTIVE DATE.

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



MARK E. BERMAN

/jrm
l:cor/engr/2016-857

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 SPECIAL CONSTRUCTION AGREEMENT FOR CONVERSION OF OVERHEAD FACILITIES TO UNDERGROUND BETWEEN THE CITY OF POMPANO BEACH AND BELL SOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T SOUTHEAST; 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 Bellsouth Telecommunications, LLC d/b/a AT&T Southeast, 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 Bellsouth Telecommunications, LLC d/b/a AT&T Southeast.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

5/12/16

**SPECIAL CONSTRUCTION AGREEMENT
For Conversion of Overhead Facilities to Underground**

Project #: 9472263

Authority: 4EA65075B

AT&T Contact: Wayne Palomino

Customer Name: City of Pompano Beach

Customer Number: 954 545-7009

Work Site Address: Briny Ave

Telephone: 954 476-2904

This Agreement (" Agreement") is entered into by and between BellSouth Telecommunications, LLC d/b/a AT&T Southeast ("AT&T") and The City of Pompano Beach ("Customer"). AT&T and Customer hereby agree to the following terms and conditions:

1. **Special Construction Work & Consideration.** This Agreement is for the Special Construction Work described on *Exhibit 1*, attached hereto and incorporated herein by this reference ("Special Construction Work"). Exhibit 1 includes conditions precedent to AT&T commencing the Special Construction Work ("Conditions Precedent"). As consideration for the Special Construction Work, Customer agrees to pay AT&T for the work on an "actual cost" basis. The Customer affirms that the Estimated Special Construction Work Charges below is an estimate and that the actual costs incurred by AT&T may be higher. Said estimated cost is subject to change due to factors including, but not limited to, changing conditions in the field or changes in cost of labor or materials. Customer agrees to make advance payment of 100% of the estimated cost totaling \$150,000.00 ("Estimated Special Construction Work Charges"), \$0.00 of which Customer has previously paid to AT&T, such that \$150,000.00 is due and payable. Customer will pay such amount to AT&T within 30 days following full execution of this Agreement. **Payment of such amount in full, is required before the Special Construction Work will begin.** Payment shall be made by mail to AT&T's offices at 600 North Pointe Parkway, Alpharetta, GA, 30005, or to such other address as AT&T may designate in writing. Upon completion of the work, AT&T will compute the actual cost of the work ("Special Construction Work Charges"). Any difference between the amount of the advance payment and the Special Construction Work Charges will either be paid by the Customer to AT&T within 30 days of Customer's receipt of an invoice therefor (in the event actual exceeds estimated) or refunded to the Customer by AT&T (in the event actual is less than estimated).
2. **Cost Estimate.** The Estimated Special Construction Work Charges amount is valid for 90 days from May 12, 2016. If this Agreement is not fully executed within the said period, then AT&T may require the Customer to request a new cost estimate, and the Estimated Special Construction Work Charges amount may change.

3. **Changes in Scope of Work or Field Conditions.** If the Customer initiates changes in the scope of the work after the date of this Agreement or there exists a condition in the field or other relevant circumstance discovered after the date of this Agreement that is different from the conditions or circumstances that were assumed in preparing the Estimated Special Construction Work Charges, AT&T may require the Customer to request a new cost estimate, the Estimated Special Construction Work Charges amount may change and the parties will cooperate to sign an amendment to this Agreement incorporating any any relevant changes to the Estimated Special Construction Work Charges or scope of work.
4. **Breach; Termination.** If either party breaches any material provision in this Agreement, then the other party may terminate this Agreement by written notice to the breaching party; provided that, prior to any such notice of termination, the other party provides written notice of the breach to the breaching party, and the breaching party fails to cure the breach within 30 calendar days from receipt of the notice of the breach. The time to cure shall be extended for a reasonable time to allow for cure if the breach cannot be cured within 30 calendar days and if the breaching party continues expeditiously to cure.
5. **Early Termination.** In event of termination of this Agreement for any reason in advance of completion of the Special Construction Work, in addition to any other remedies that may be available to AT&T, AT&T shall have the right to retain any Estimated Special Construction Work Charges previously paid by the Customer that compensate AT&T for Special Construction Work performed, and AT&T may complete any segment of the Special Construction Work then in progress. Following such termination, AT&T shall return to the Customer any such portion of such prior payment that is in excess of such amounts that compensate for Special Construction Work performed. If actual costs incurred by AT&T for Special Construction Work performed exceed the prior payments, the Customer shall be responsible to pay any such excess amount within 30 days following receipt of an invoice from AT&T.
6. **Force Majeure; Time to Complete.** Any information provided by AT&T, its agents servants or employees that the project will be complete by a certain date or within certain time period is an estimate and not binding on AT&T, its agents, servants or employees. Estimated completion dates and the Special Construction Work are subject to circumstances, including without limitation, changing conditions in the field, and force majeure conditions, including, without limitation, weather, labor disputes, vendor/contractor disputes and other conditions or circumstances outside of AT&T's control.
7. **Damages; No Damages for Delay.** In the event of termination of this Agreement for any reason in advance of completion of Special Construction Work, the Customer shall have no claim or remedy against AT&T, except a claim to collect any excess payment amount, as set forth in Section 5. In the event of any claims arising from this Agreement, neither party shall liable for any consequential, incidental or indirect damages. Under no circumstances will

AT&T be held liable to Customer, Customer's agents, servants, contractors or employees for any alleged delay in the Special Construction Work.

8. Severability. Any provision of this Agreement held by court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

9. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

11. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

12. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

13. Modification. This Agreement constitutes the entire agreement between the parties and can only be changed in a writing or writings executed by both of the parties. Each of the parties forever waives all right to assert that this Agreement was the result of a mistake in law or fact.

14. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.

15. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida without regard to Florida conflict of law principles.

16. Attorneys' fees. If either party seeks to enforce its rights under this Agreement through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.

17. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.

18. Indemnification and Hold Harmless. Subject to applicable law and without waiver by the Customer of any relevant sovereign immunity rights under Florida

law, Customer, Customer's agents, servants, contractors and employees hereby agree to indemnify and hold harmless AT&T and its employees, agents and contractors from and against any and all claims, costs, and expenses, judgments or actions for damage to property or injury or death to persons and/or arising from or relating to the work that is the subject of this Agreement, if and to the extent any such claims are caused by the acts or omissions of the Customer, Customer's agents, servants or employees.

11. Final Agreement. THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

EXHIBIT 1

[TO BE REVISED TO REFLECT SPECIFIC PROJECT; BELOW TERMS ASSUME CUSTOMER INSTALLATION OF CONDUIT IN PUBLIC ROW]

The Special Construction Work that is the subject of the Agreement to which this Exhibit 1 is attached is as follows:

The work area is the area shown on **Attachment A** ("Work Area"). The Special Construction Work is the following work within the Work Area: Installation by AT&T of underground cable and related aboveground equipment (collectively, the converted system) to replace AT&T aerial facilities, including cables, terminals, service wires, poles, anchors and guys, in the Work Area; cutover of existing communications service on such aerial facilities to converted system; and removal of the aerial facilities and any AT&T-owned poles following cutover, resulting in conversion of the aerial facilities to underground. The work does not include conversion to underground or removal of any facilities, such as poles, owned by parties other than AT&T.

In addition to any conditions precedent to AT&T commencing the Special Construction Work identified in the Agreement to which this Exhibit 1 is attached, the following shall be Conditions Precedent to AT&T commencing the work and shall be obligations of the Customer where specified:

- A. **Conduit.** At no cost to AT&T, the Customer shall (1) install the 4" Schedule 40 or equivalent conduit designated for AT&T and the Service Conduit identified in C below as shown on the plans prepared by Utility Engineering Inc. dated October 10th, 2014 ("Conduit Plans"), (2) install the related Primary Splice Boxes designated for AT&T ("Splice Boxes") as shown on the Conduit Plans to provide adequate access points support structures, and (3) transfer ownership to AT&T of the above-referenced 4" inch conduit, Service Conduit and Splice Boxes (collectively, "AT&T Conduit System") as described below. Upon completion of construction of the AT&T Conduit System, the Customer shall notify AT&T. AT&T shall promptly thereafter be afforded the opportunity to inspect the AT&T Conduit System and shall notify the Customer in writing of any observed deficiencies. Upon correction by the Customer or its contractor(s) of all noticed deficiencies, the Customer shall notify the AT&T, and the AT&T shall be afforded an opportunity to re-inspect and notify the Customer of approval or any further observed deficiencies (in which case the above process shall again apply). After approval, the Customer shall transfer ownership of the AT&T Conduit System free of any liens or encumbrances, and AT&T shall thereafter own and have sole use of the AT&T Conduit System. In the event that any deficiencies are later discovered in the AT&T Conduit System (namely, deficiencies that occurred in connection with the construction and installation), the Customer shall be the responsible party at the Customer's cost to correct or arrange for correction by appropriate contractor(s) of the deficiencies during the warranty period promptly

following notice from AT&T. Such warranty period will extend for one (1) year from the date of transfer of ownership of the AT&T Conduit System. Transfer of ownership to AT&T shall be memorialized by the Customer's delivery to AT&T of a Bill of Sale in the form attached as **Attachment B**.

B. **Permits.** At no cost to AT&T, the Customer shall grant to AT&T any necessary permits for the installation by AT&T in Customer right-of-way of the following: any portions of the AT&T Conduit System within such right-of-way as well as AT&T pedestal terminals to be installed adjacent to each Splice Box (or at such alternate locations as may be necessary and approved by the Customer in the event of later changes to installation locations due to field conditions or other circumstances). If the Customer does not grant separate permits, this Agreement shall constitute Customer authorization for installation and maintenance of such facilities and the AT&T Conduit System in the Customer right-of-way. Receipt of any necessary permits from the Customer or any other relevant permitting agencies is a condition precedent to the Special Construction Work. Customer shall be responsible for any future relocation costs arising from a future request that any portion of the converted system be relocated from or within the public right-of-way.

C. **Service Drops.** At no cost to AT&T, the Customer shall have caused the property owners of each and all properties within the Work Area (each, a "Residence") to do the following (or the Customer shall do the following): Install one - 1" PVC Schedule 40 conduit from each AT&T network interface device ("NID") on each Residence to the relevant Splice Box (as shown on the Conduit Plans) for the relevant Residence. The Customer shall cause each property owner of a Residence to grant to AT&T the exclusive right to use the above conduit on the Residence property for installation of an AT&T service drop.

D. Further Conduit Specifications. In instances where a joint trench will be dug for the installation of AT&T's facilities and the power company's facilities, the power company's FPL's facilities shall be placed at the bottom of the joint trench. Any conduit referenced in A. above placed for AT&T's use (whether in a single or joint trench) shall be at a minimum depth of 12" below final grade, and any conduit referenced above placed for AT&T's use (whether in a single or joint trench) shall be at a minimum depth of 6" below final grade. For all conduit referenced in this Exhibit 1 placed for AT&T's use, there shall be at least a 12" vertical separation with well tamped soil backfill between AT&T's facilities and primary or secondary power facilities. All conduits must be equipped with a pull string.

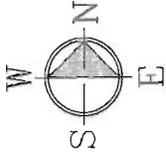
E. Other. Removal of other companies' aerial attachments on jointly used poles is necessary prior to AT&T's removal of its aerial facilities. The Customer will notify residents of this project and shall notify AT&T and residents of the name and contact information for a representative to receive questions or complaints from Customer residents about the Customer's project that is the subject of this Agreement. AT&T may refer such questions or complaints to the Customer's representative. In the event

other conditions arise that are reasonably necessary as conditions to the Special Construction Work, AT&T will inform the Customer, and the Customer will address the conditions.

F. Timing, Conditions Precedent. Following 1 year after execution of this Agreement, in the event Conditions Precedent have not been satisfied, AT&T may terminate this Agreement by notice to the Customer anytime thereafter, until the Conditions Precedent have been satisfied (and Section 5 of the Agreement to which this Exhibit 1 is attached shall apply in the event of such early termination). When the Customer believes the Conditions Precedent have been satisfied, the Customer will notify AT&T in writing, and AT&T shall determine thereafter whether the Conditions Precedent have, in fact, been satisfied. If AT&T does not believe that they have been satisfied, AT&T will notify the Customer.

Attachment A - Work Area

BRINY AVENUE



NOT TO SCALE

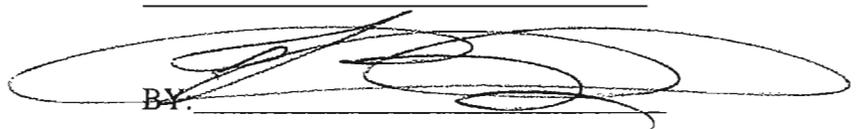


**Attachment B
Bill of Sale**

FOR GOOD AND VALUABLE CONSIDERATION The City of Pompano Beach does hereby bargain, sell, transfer and convey unto BellSouth Telecommunications, LLC d/b/a AT&T Southeast all right, title and interest in and to the AT&T Conduit, as described in that certain Agreement between said parties dated May 12, 2016.

TO HAVE AND TO HOLD unto the said Grantee forever.

IN WITNESS WHEREOF, the undersigned, has executed this Bill of Sale this 12TH day of MAY, 2016.


BY: _____

NAME/TITLE: HENRY COLATS
AREA MGR OSP PLNG & ENG DESIGN

"CORPORATION":

Witnesses:

[Handwritten signatures of two witnesses]

BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T SE
Corporation Name

[Handwritten signature]

Signature

AREA MGR OSP PLNG & ENG DESIGN

Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12th day of May, 2016 by Hank Coleas, as Area Mgr, of AT&T, 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)

[Handwritten signature: Martina A Barrett]

Commission Number

MARTINA BARRETT

FF229309



"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 _____, 2016 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

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 APPLICANT-INSTALLED FACILITIES AGREEMENT FOR UNDERGROUND CONVERSIONS BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA POWER & LIGHT COMPANY; PROVIDING AN EFFECTIVE DATE (No Cost).

Summary of Purpose and Why:

As a part of the Briny Avenue Undergrounding and Streetscape Improvements project, Florida Power & Light (FPL) requires the City to enter into an "Applicant-Installed Facilities" Agreement with them if the City or its Contractor (in this case Burkhardt Construction) intends on performing the installation of FPL supplied equipment (transformers, hand holes conduit, cable, etc.) in order to have the existing overhead utilities converted to underground. Attached is this Agreement which requires execution.



Accomplishing this item supports achieving Initiative 2.3, Objective 2.3.4 "Undergrounding Utility Lines on Briny" 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: John Sfiropoulos, PE / Horacio Danovich Ext 7044 / 7834
- (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
<u>Engineering</u>	<u>6/11/16</u>	<u>APPROVE</u>	<u>[Signature]</u>
<u>City Attorney</u>	<u>6/2/16</u>	<u>APPROVE</u>	<u>[Signature]</u>
<u>Finance</u>	<u>6/2/16</u>	<u>APPROVE</u>	<u>[Signature]</u>
<u>Budget</u>	<u>6/2/16</u>	<u>APPROVE</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>
<u>1st Reading</u>	<u>1st Reading</u>	<u>Results:</u>	<u>Results:</u>
_____	_____	_____	_____
<u>2nd Reading</u>	_____	_____	_____
_____	_____	_____	_____



City Attorney's Communication #2016-863

June 1, 2016

TO: John Sfiropoulos, P.E., City Engineer

FROM: Mark E. Berman, City Attorney

RE: Resolution – Applicant-Installed Facilities Agreement for Underground Conversions

Pursuant to your memorandum dated May 24, 2016, Engineering Department Memorandum No. 16-89 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 APPLICANT-INSTALLED FACILITIES AGREEMENT FOR UNDERGROUND CONVERSIONS BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA POWER & LIGHT COMPANY; PROVIDING AN EFFECTIVE DATE.

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


MARK E. BERMAN

/jrm
l:cor/engr/2016-863

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 APPLICANT-INSTALLED FACILITIES AGREEMENT FOR UNDERGROUND CONVERSIONS BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA POWER & LIGHT COMPANY; 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 Florida Power & Light Company, 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 Florida Power & Light Company.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
6/1/16
l:reso/2016-222

**APPLICANT-INSTALLED FACILITIES AGREEMENT FOR UNDERGROUND
CONVERSIONS (WR # 4860334)**

This Agreement, made and entered into this ____ day of _____, 20____, by and between CITY OF POMPANO BEACH (the "Applicant"), a Florida municipal corporation or county with an address of 100 W. Atlantic Blvd., Rm. 276, Pompano Beach, FL and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation organized under the laws of the State of Florida, with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Applicant has executed the appropriate underground facilities conversion agreement ("Conversion Agreement") with FPL to convert certain overhead electric distribution facilities (collectively the "Existing Overhead Facilities") to underground distribution facilities (collectively the "Underground Facilities"), as described in the aforementioned Conversion Agreement (hereinafter the "Conversion");

WHEREAS, the Applicant desires to perform itself, or through its Contractors, certain Work as such term is described in Exhibit A associated with the Conversion;

WHEREAS, FPL is willing, subject to all the terms and conditions set forth below in this Agreement, to allow the Applicant to perform the Work based on Applicant's assurance that such Work will be in accordance with FPL's designs, instructions, standards and specifications, and such Work will not adversely impact FPL or its electric customers;

NOW, THEREFORE, in recognition of the foregoing premises, and in consideration of the covenants and promises set forth herein below, FPL and Applicant do hereby agree as follows:

1. **Compliance with Tariff.** Applicant shall comply with and abide by the requirements, terms, and conditions of this Agreement, the Conversion Agreement, and FPL's electric tariff (the "Tariff").
2. **Conditions for Work to be Performed.** Applicant shall, at its own cost and expense, perform or cause to be performed, all Work, as described in Exhibit A, in accordance with the terms and conditions of this Agreement and the standards and specifications shown in Exhibit B. The Applicant shall provide all survey and staking to ensure that all Underground Facilities are installed as shown in the Conversion Agreement and provide As-Built prints to FPL within two (2) weeks of installation, signed and certified by a Florida registered surveyor along with a FPL "Redline" document.

3. **Commencement of Work.** Applicant shall perform the Work, or any portion of the Work, only upon receipt of a notice to proceed containing the approved drawings, specifications and instructions from FPL ("Notice to Proceed"). After receipt of the Notice to Proceed, Applicant shall provide written notice of intent to commence work to FPL at least five (5) days prior to commencement of such Work. Applicant shall not perform any excavation work without first notifying Sunshine State One Call for identification and marking of existing underground utilities and complying with the excavation requirements set forth in Florida Statute Chapter 556.
4. **Materials.** All Materials are to be supplied by FPL and shall be picked up by Applicant at the following address _____ at a mutually agreed upon time, typically with 5 business days minimum notice, but no more than 15 business days notice, unless mutually agreed upon. Alternatively, FPL will, at Applicant's expense, have the material delivered to a mutually agreed upon location. Applicant assumes liability for any materials lost, stolen or damaged once these materials are picked up by, or delivered to, the Applicant.
5. **Contractors.** Applicant may enter into a contract with a contractor for the performance of the Work, or any portion thereof, provided that the contractor has been approved by FPL in writing prior to execution of such contract. Applicant shall not make any substitution of any contractor for the performance of Work unless the substitution is approved by FPL in writing. The Applicant's contractor(s) shall perform ALL work as outlined within Exhibit A & Exhibit B. No contract or purchase order between Applicant and its contractor(s) shall bind or purport to bind FPL, but each contractor entering into a contract with Applicant with respect to the Work shall name FPL as an intended third-party beneficiary and include a provision permitting its assignment to FPL upon FPL's written request, following default by Applicant or termination or expiration of this Agreement. Applicant shall provide FPL with written certification from each of its contractors performing Work that all warranties, guarantees and obligations of such contractors are equivalent or better than those granted by such contractor to FPL for similar work and shall require that each such contractor name FPL as an intended third party beneficiary of such warranties, guarantees and obligations with the same rights of enforcement as Applicant. Applicant shall assign all representations, warranties, guaranties, and obligations of all contractors at the request and direction of FPL, and without recourse to Applicant, to FPL upon default by Applicant or termination or expiration of this Agreement; provided, however, that, notwithstanding such assignment, Applicant shall be entitled to enforce each such representation, warranty, guaranty, and obligation so long as Applicant has any liability under this Agreement. Applicant hereby assigns to FPL, effective as of the termination or expiration of this Agreement, all representations, warranties, guaranties and obligations of all Contractors.
6. **Right of Entry.** FPL reserves the right, together with its agents or designees to enter the Jobsite as it may elect for the purpose of inspecting the Work, or constructing or installing such collateral work as it may desire, or testing, boring or surveying, or any other purpose.

7. Inspection and Correction of Deficiencies.

- 7.1. All Work shall be properly inspected and tested, if appropriate, by Applicant and shall at all times be subject to additional inspection by FPL and its designee(s).
- 7.2. Neither the failure to make such inspection, nor the failure to discover defective workmanship, materials, or equipment, nor approval of or payment to Applicant for such Work shall prejudice the rights of FPL thereafter to correct or reject the same.
- 7.3. Applicant shall correct any deficiencies found with the Work, including but not limited to discrepancies that are inconsistent with FPL's design, instructions, standards or specifications within two (2) business days. If Applicant does not adequately rectify the identified deficiencies in the required timeframe, FPL may, at its sole discretion, perform, or have performed by its contractor the required repairs and Applicant shall pay FPL for any costs incurred. These requirements apply whether the discovery of deficiencies occurs while Applicant is performing its Work or while FPL, or its contractor, is performing its portion of the work.
- 7.4. If any Work or part thereof is covered over contrary to the requirements of this Agreement or the written request of FPL, it must, if required by FPL, be uncovered for observation and inspection and covered again at Applicant's sole expense.
- 7.5. If any Work that FPL has not specifically requested to observe and inspect prior to being covered has been covered, FPL may request to see such Work or part thereof and it shall be uncovered by Applicant. If such Work or part thereof is found to be in accordance with this Agreement, the cost of uncovering and covering again shall be paid by FPL. If such Work or part thereof fails to meet the requirements of this Agreement, Applicant shall pay all costs of uncovering, correcting, and covering again.
- 7.6. Applicant shall pay FPL for all time spent reviewing and inspecting Applicant's Work.
- 7.7. No electric customers shall be connected to the Underground Facilities prior to all deficiencies being rectified.

8. Indemnity / Liability of Applicant.

- 8.1. Applicant shall protect, defend, indemnify and hold FPL free and unharmed from and against any liabilities whatsoever resulting from or in connection with this Agreement, the Conversion or in connection with the performance of the Work by the Applicant, its employees, Contractors or Contractor employees, whether or not such liabilities are due to or caused in whole or in part by negligence of FPL; including but not limited to payment disputes between contractor and Applicant.

- 8.2. Applicant shall assume full responsibility for all damages and all restoration arising in connection with the Work.
9. **Design Work.** FPL shall provide all design, instruction, standards and specifications necessary to perform the Conversion.
10. **Completion of Work and Ownership.** Applicant shall complete the Work by [REDACTED] 20[REDACTED] and notify FPL when said Work is complete. Upon FPL's final written approval of the completion of the Work ("Acceptance"), Applicant acknowledges that all rights, title and interest, free and clear of all liens, in and to the Work shall vest in FPL. If requested by FPL, Applicant shall provide FPL, in a form acceptable to FPL, an affidavit of Applicant certifying payment of all indebtedness to all Contractors and a written release of liens from Applicant and each Contractor.
11. **No Liability by FPL.** FPL assumes no liability due to any damage, misunderstanding of installation drawings or specifications, or any actions due to Applicant or its Contractor.
12. **Suspension for Cause:**
- 12.1. FPL may, by Notice, temporarily suspend the Work, or any portion thereof, under this Agreement when the performance by Applicant or Contractor is unsatisfactory to obtain the results required by this Agreement.
- 12.2. The methods by which Applicant performs its Work are entirely the responsibility of Applicant. FPL's right to suspend Work is intended solely to verify that the Work being performed by Applicant and its Contractor conforms to the design, instruction, standards and specifications and shall not obligate FPL to review the efficiency, adequacy or safety of Applicant's or its Contractors methods or means of operation or construction.
- 12.3. Any additional costs incurred by Applicant resulting from such suspension shall be borne solely by Applicant.
- 12.4. If Applicant immediately corrects the unsatisfactory condition FPL shall authorize resumption of the Work. Applicant's failure to immediately effect correction of the unsatisfactory conditions shall be cause for termination of this Agreement.
13. **Termination for Cause:**
- 13.1. FPL may, upon Notice to Applicant, and without prejudice to any remedy available to FPL under law, in equity or under this Agreement, terminate the whole or any part of this Agreement for cause and take possession of the Work without termination charge, penalty or obligation in the event Applicant fails to perform a material obligation under this Agreement and fails to cure such material obligation default within a reasonable period of time, but in no event more than ten (10)

business days, after Notice from FPL specifying the nature of such default (any such termination referred to as a "Termination for Cause").

13.2. In the event of Termination for Cause by FPL, Applicant shall:

- a. Unless instructed otherwise in the Notice, immediately stop all Work hereunder;
- b. Issue no further contracts except with the prior written consent of FPL;
- c. Assign to FPL, to the extent requested by FPL, all rights of Applicant under contracts outstanding;
- d. Terminate, to the extent requested by FPL, outstanding contracts;
- e. Fully cooperate and refrain from hindering or interfering in any manner with any other persons or parties currently or prospectively performing the Work; and
- f. Take any other action toward termination, or toward preservation of the Work, that FPL may direct.

13.3. Upon a Termination for Cause, all obligations of FPL hereunder shall terminate effective immediately. Upon such Termination for Cause, FPL may either rework or take over the terminated Work and proceed to provide such materials, supplies, equipment and labor of both FPL and FPL contractors, as may be reasonably necessary to complete said Work. FPL may have any partially fabricated portion of the Work removed from Applicant's or contractor's facilities upon Notice to Applicant. Applicant shall be liable for any increase of FPL's costs, including rework costs, incurred by FPL as a result of FPL's termination of the contract for cause.

13.4. In the event of Termination for Cause, FPL shall have no liability to Applicant for costs incurred by Applicant as a result of such termination.

14. **Termination Prior to Construction.** Applicant may terminate this Agreement at any time prior to the start of construction. If Applicant elects to still complete the Conversion, then the Contribution-In-Aid-of-Construction (CIAC) amount provided in the Conversion Agreement shall be revised accordingly. The revised Conversion Agreement must be executed and any additional CIAC due received by FPL prior to the start of construction.

15. **Assignment.** This Agreement is not assignable.

16. **Applicant's Payments to FPL.** Any monies that are owed by Applicant to FPL under this Agreement shall be paid to FPL within thirty (30) days of FPL producing an invoice.

17. **Notice.** As used herein, the term "Notice" shall mean any formal written correspondence providing notice of action, purpose, intent or the like given under the provisions of this Agreement. Unless otherwise provided in this Agreement, Notice shall be delivered in person, by courier or by certified mail and shall be effective when received. General correspondence is not categorized as Notice.

IN WITNESS WHEREOF, FPL and Applicant have executed this Agreement for the provision of Applicant-Installed facilities to be effective as of the date first above written.

For: **CITY OF POMPANO BEACH**

By: _____
(signature)

Name: _____
(print or type)

Title: _____
(print or type)

By: _____
(signature)

Name: _____
(print or type)

Title: _____
(print or type)

Approved as to Terms and Conditions: _____
(signature/title)

Approved as to Form and Legal Sufficiency: _____
(signature/title)

For: **FLORIDA POWER & LIGHT COMPANY**

By: _____
(signature)

Name: _____
(print or type)

Title: _____
(print or type)

Exhibit A

WR # 4860334

Work to be Performed:

Applicant shall:

- Install all conduit and concrete products based on the attached specifications and in the locations as indicated on the attached drawings.
- Install cable, transformers and switch pads including the primary and secondary cable terminations and connections. FPL will be responsible for energizing the new underground circuit(s) to the existing FPL electrical system.

Exhibit B

WR # 4860334

Standards and Specifications

SPECIFICATIONS FOR UNDERGROUND CONDUIT INSTALLATION

1. Conduit, handhole, and transformer pad placement shall be in the easement provided and in accordance with the design drawings and field staking.
2. Use only EPL supplied conduit with EPL supplied bends. (Figure 1)
3. Glue all joints securely with EPL supplied glue. (Appendix A)
4. EPL conduit markers must be placed at all conduit ends. (Figure 1)
5. Primary conduit is to have a minimum of 36 inches of cover. Secondary conduit is to have a minimum of 24 inches of cover. (Figure 1). Secondary conduit may be placed at 36" depth when in the same trench as primary conduit.
6. All service and street light conduit is to have 24--30 inches of cover at property line. All future service stub-outs at transformer locations to be installed with 90's. Where primary, secondary, or street light conduit runs turn horizontally, 36 inch radius 90 degree bends are to be used.
7. Cap all ends of the conduit with EPL supplied end caps. Denote termination point of each conduit run on the capped end, (Appendix B). All conduit ends are to be terminated 1 - 2 feet above final grade except at transformer locations where conduit ends are to be terminated 3 inches above final grade. (Figure 3)
8. Install 1 #12 copper locate wire supplied by EPL in each trench per attached specs (Figure 4). All ends of the #12 copper locate wire must be exposed above grade, and secured with a tie wrap to a piece of stubbed up conduit for future locates. (Figure 4)
9. Conduits terminated at transformer locations to be installed with templates supplied by EPL per Figure 3A, 3B, or 3C according to the type of transformer being installed. (Consult your Service Planner).

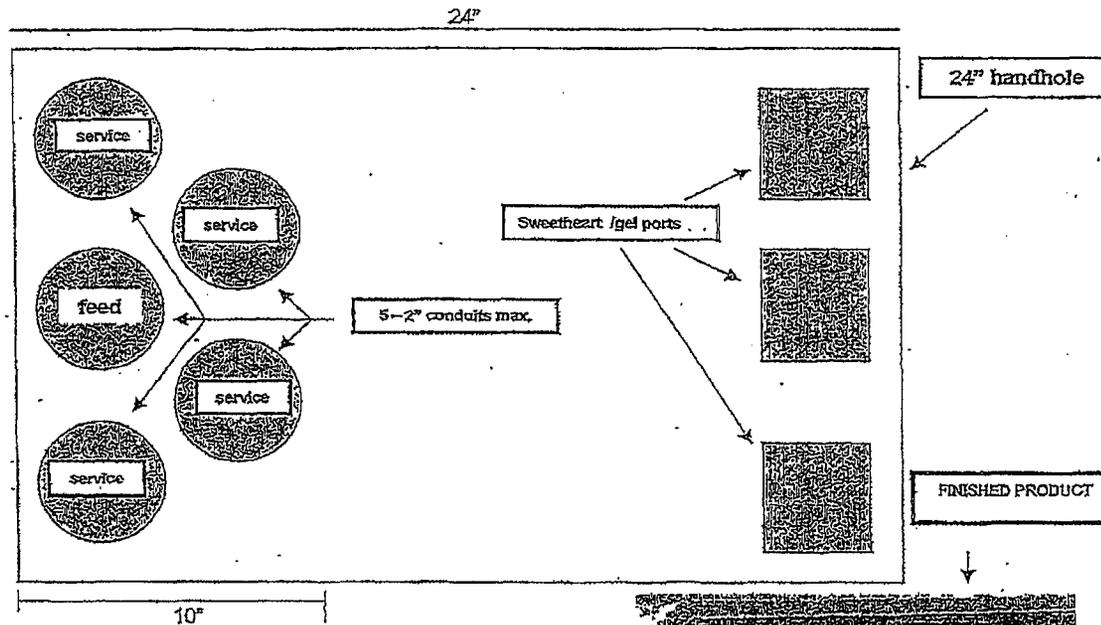
10. Concrete transformer slabs provided by FPL are to be installed level on compacted fill at final grade and oriented as shown on the FPL design drawing(s) (Figure 3)
11. Conduits terminated at future secondary handhole locations to be installed per Figure 2. If secondary handholes are being installed at the time of conduit installation, install 45 degree bends as shown in Figure 1.
12. Primary splice handhole to be installed with electronic cable marker. (Figure 2A)
13. Install a continuous length of pull string in all conduit runs.
14. Backfill operations are to be done carefully with special attention given to utilizing clean fill, thereby assuring the elimination of rock and other scrap material to insure that the conduit will not be damaged or marking devices moved and proper compaction is achieved.

TESTING AND ACCEPTANCE GUIDELINES

Following notification of completed installation of underground conduits by a developer/contractor FPL will:

1. Randomly spot check the installation depth of conduits below grade at a minimum of 2 points between each primary termination point, (transformers, splice boxes & risers) noting the measured depth on the record drawing.
2. After confirming the correct routing and integrity of a conduit run, verify that the cable markers were installed and exposed conduit ends are plugged.
3. Confirm that a continuous length of pull string has been installed in all conduit runs and verify that all conduits runs terminate in the correct locations.
4. The final acceptance of the conduit installation will occur when FPL pulls the conductor and occupies the conduit.

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WHEN INSTALLING 2" CONDUITS UP TO 6 MAY BE PLACED IN A 24" HANDHOLE, Please install all conduits within 10" of one end of the handhole. This allows cables to drape across to the other end of handhole where the terminations will be placed such as sweetheart connectors or gel port connectors. When the wires are raised out of the handhole this will allow approximately 18" of wire above ground level making it easier for employees to work on in future situations.

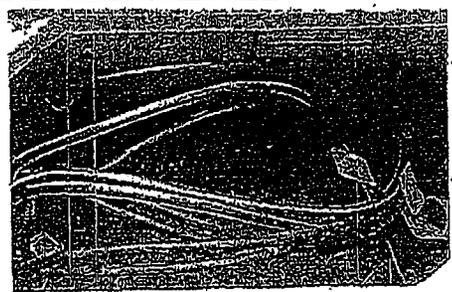
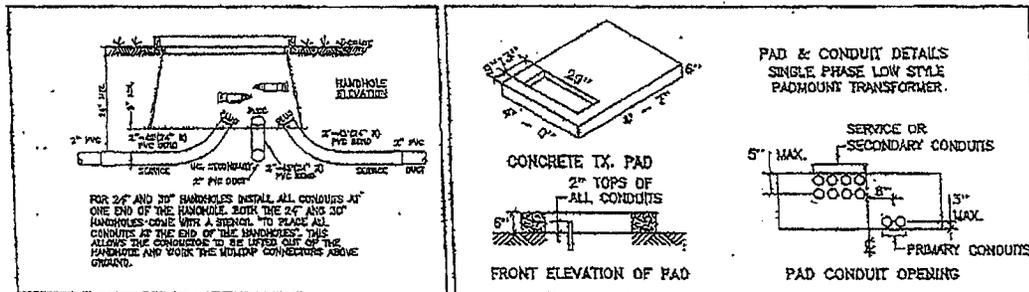
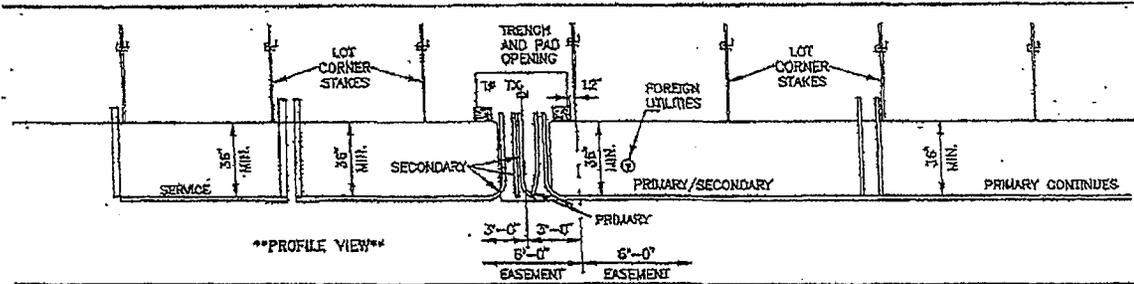
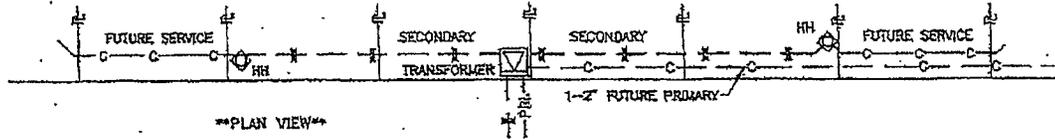


FIGURE 1



F P L

Note - Transformer location to be per specific design drawing, and may split lot lines in some cases.

FIGURE 2

TYPICAL SERVICE HANDHOLE INSTALLATION

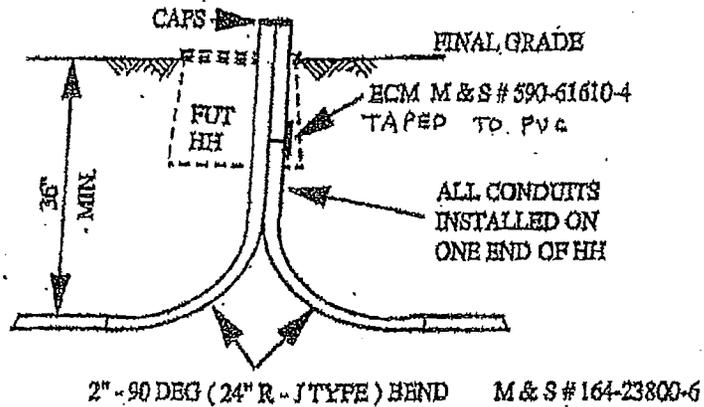


FIGURE 2A

48" PRIMARY SPLICE HANDHOLE

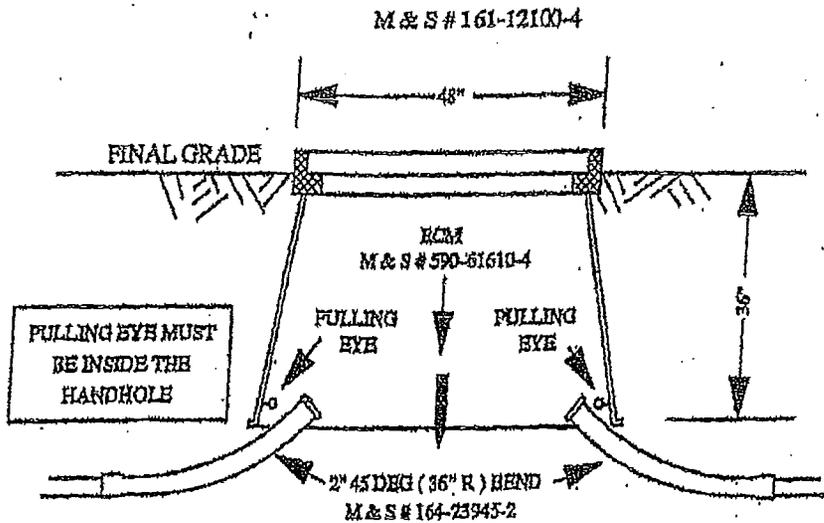
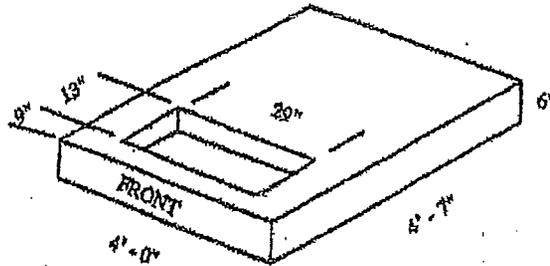


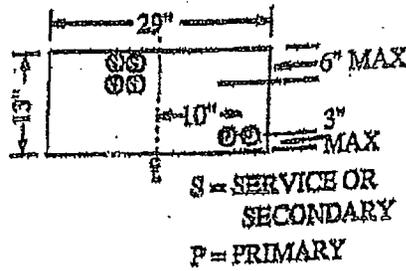
FIGURE 3

PAD & CONDUIT DETAILS

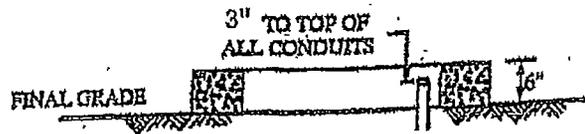
**SINGLE PHASE LOW STYLE
PADMOUNT TRANSFORMER**



**CONCRETE TRANSFORMER PAD
M & S # 162-24800-4**



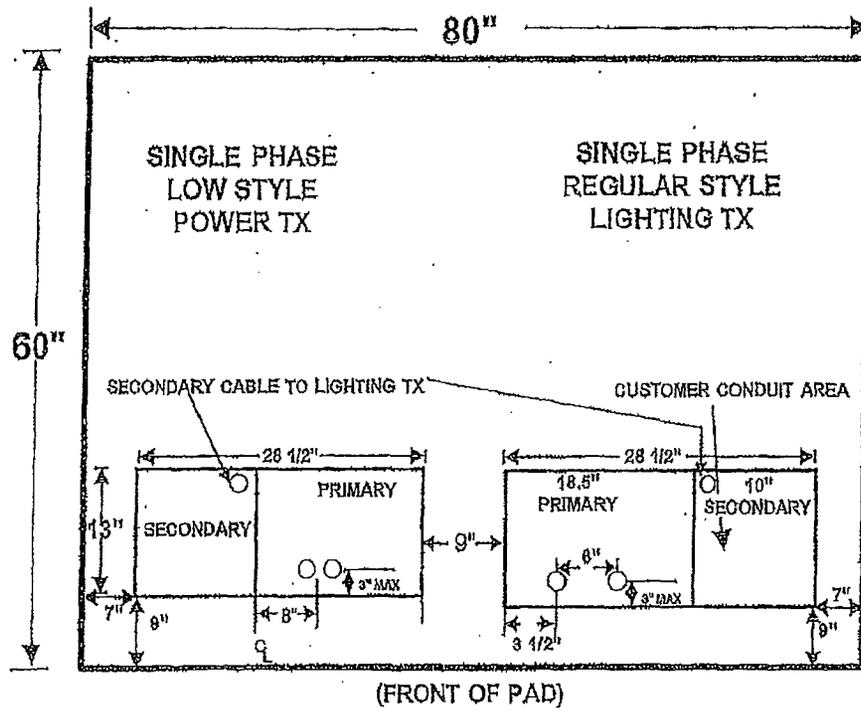
PAD CONDUIT OPENING



FRONT ELEVATION OF PAD

FIGURE 3A

ONE LOW STYLE & ONE REGULAR STYLE TRANSFORMER

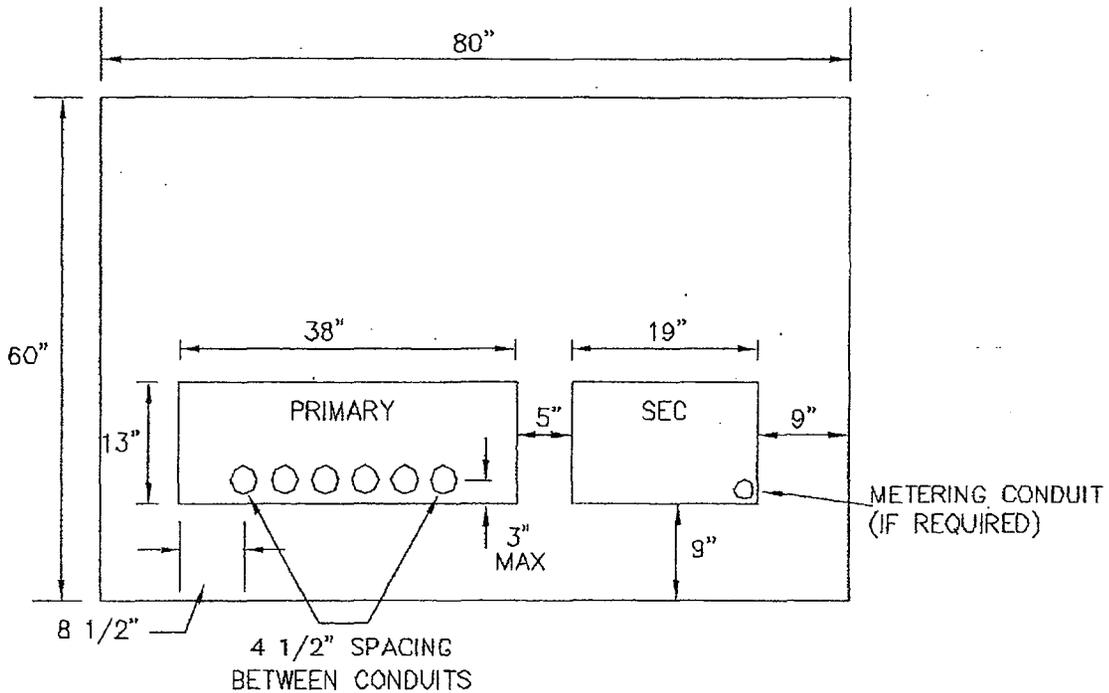


UX-114.0.2

CONDUIT LOCATIONS FOR 3 PHASE
DEAD FRONT PAD MOUNTED TRANSFORMERS
WITH SECTIONALIZING (CABLE THRU) UP TO
500KVA USING 6-2" DUCTS FOR PRIMARY CABLE

UX-114.0.2

ALTERNATIVE 1



(FRONT OF PAD)

NOTES:

- 1) REFERENCE I-70.0.1 OF THE DCS
- 2) PAD M&S 162-24680-0
- 3) ALL CONDUITS TO EXTEND 3" MAX ABOVE GROUND LEVEL
- 4) ALL SECONDARY /CUSTOMER CONDUITS MUST FIT WITHIN THE 19"x13" AREA INDICATED, WILL HOLD 8-4" CONDUITS MAX.
- 5) ALL CONDUIT RELATED DIMENSIONS ARE TO THE CENTER OF THE DUCT
- 6) MAINTAIN 8' CLEARANCE FROM FRONT AND 3' CLEARANCE FROM SIDES AND BACK OF TRANSFORMER PAD.



F P L

OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: SMS

DRAWN BY: BILL

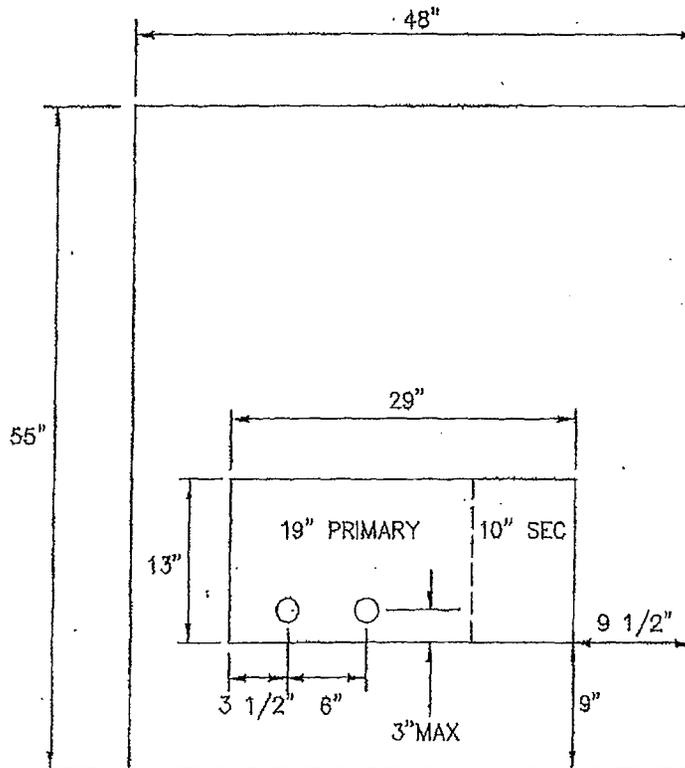
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
1	05/28/02	UPDATE DRAWING (NOTE 4)	RAP	JES	JJM

DATE: _____ APPROVED: J.J. MCEVOY
SUPERVISOR, OH/UG PRODUCT
SUPPORT SERVICES NO SCALE

UX-117.0.2

CONDUIT LOCATIONS FOR SINGLE
PHASE REGULAR STYLE PAD MOUNTED
TRANSFORMERS

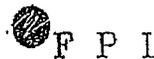
UX-117.0.2



(FRONT OF PAD)

NOTES:

- 1) REFERENCE I-62.0.0 OF THE DCS
- 2) PAD M&S 162-24800-4
- 3) ALL CONDUITS TO EXTEND 3" MAX ABOVE GROUND LEVEL
- 4) ALL SECONDARY/CUSTOMER CONDUITS MUST FIT WITHIN THE 10"X13" AREA INDICATED.
- 5) ALL CONDUIT RELATED DIMENSIONS ARE TO THE CENTER OF THE DUCT
- 6) MAINTAIN 8' CLEARANCE FROM FRONT AND 3' CLEARANCE FROM SIDES AND BACK OF TRANSFORMER PAD.



OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: SMS

DRAWN BY: BILL

DATE:

APPROVED: J.J. MOEVOY

NO SCALE

SUPERVISOR, OH/UG PRODUCT
SUPPORT SERVICES

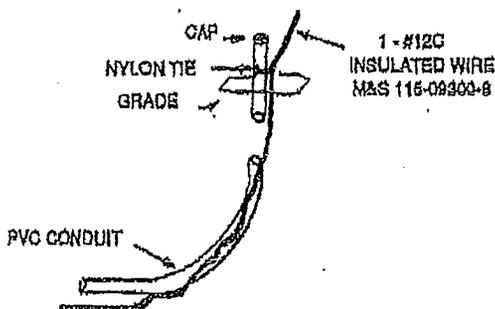
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.

FIGURE 4

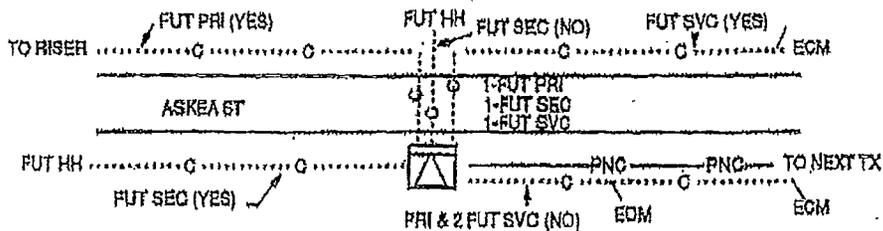
1 - #12C INSTALLATION

When installing conduit only (cable to be pulled later), a single #12 copper insulated wire is to be direct buried in every trench at the same depth as the conduits. The ends of the wire are to be terminated above ground at the conduit ends as shown. This wire will allow empty plastic conduits to be located with electronic equipment.

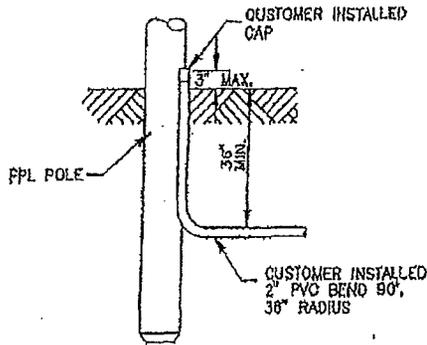
This method is not intended for cases where conduit is installed strictly for road crossings only. In these cases EOM markers should be used to mark the conduit ends.



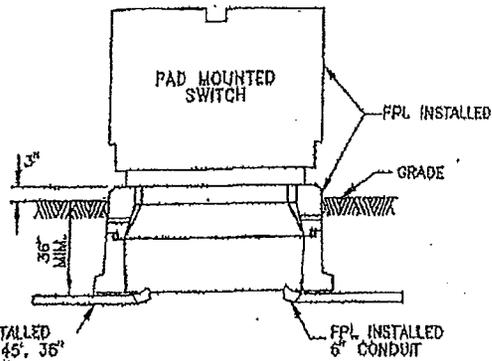
WHERE TO INSTALL #12C WIRE



DRAWING SYMBOLS



TYPICAL PVC CONDUIT BEND AT RISER POLE INSTALLATION



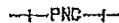
TYPICAL CONDUIT ENTRANCES TO PAD MOUNTED SWITCH

SYMBOLS

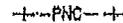
CONDUCTORS - PRIMARY

FPL OWNED, IN CONDUIT, WITH CONDUCTOR SIZE, METAL, RATED VOLTAGE INSULATION AND NEUTRAL INDICATED.

EXISTING

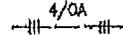
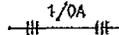


PROPOSED



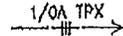
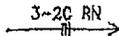
CONDUCTORS - SECONDARY - STREET LIGHT

FPL OWNED, IN CONDUIT, WITH CONDUCTOR SIZE, METAL AND INSULATION INDICATED (HM/HD TPX SHOWN).

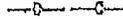
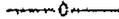


SERVICE LATERALS

THREE-WIRE SECONDARY SERVICE, FPL OWNED IN CONDUIT WITH CONDUCTOR SIZE, METAL, INSULATION AND JACKET INDICATED.



EMPTY CONDUIT



PADMOUNTED TRANSFORMERS

PADMOUNTED TRANSFORMER, 1ϕ, WITH KVA RATING (FRONT, OR TERMINAL CHAMBER, IS SMALL RECTANGLE AT RIGHT END OF SYMBOL. PRIMARY PHASE INDICATED) TRANSFORMER STYLE SHOWN AS FOLLOWS: (RS) - REGULAR SIZE - 42" + HIGH, (DF) - DEAD FRONT - 32" + HIGH, (LS) - LOW STYLE - 24" + HIGH.



STRUCTURES

ELECTRONIC CABLE MARKER AND OR SPLICE PIT (BURIED)



SERVICE HANDHOLE



 F P L

APPENDIX A

UN-27.0.0

RECOMMENDED PRACTICES FOR FIELD JOINING OF PVC CONDUIT (USING CLEAR SOLVENT CEMENT) AND PVC CONDUIT INSTALLATION

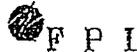
UN-27.0.0

FIELD JOINING

1. EXAMINE EACH LENGTH OF CONDUIT AND ENSURE THERE ARE NO INTERIOR OR EXTERIOR IMPERFECTIONS, CRACKS, ETC. REMOVE ALL FOREIGN MATERIAL FROM INSIDE CONDUIT.
2. USING A HACKSAW, FINE TOOTH WOOD SAW, OR NYLON STRING, CUT PIPE SQUARE (IF REQUIRED). REMOVE ANY BURRS AND BEVEL ANY SHARP EDGES. WIPE DRY WITH A CLEAN, DRY CLOTH.
3. APPLY CEMENT (M & S #522-14100-7) UNIFORMLY ON INSIDE OF BELL OR FITTING. APPLY UNIFORM COAT OF CEMENT ONTO CONDUIT END. DO NOT POUR, SPLASH, OR GLOB CEMENT ON!
4. IMMEDIATELY INSERT THE CONDUIT INTO THE BELL END OF FITTING ALL THE WAY TO THE INSIDE SHOULDER. ENSURE SMOO FIT AND TURN CONDUIT 1/4 TURN TO DISTRIBUTE CEMENT EVENLY.
5. HOLD JOINT FOR APPROXIMATELY ONE MINUTE TO ALLOW CEMENT TO BEGIN SETTING. WIPE OFF EXCESS CEMENT.
(NOTE: MANUFACTURER RECOMMENDATIONS ARE TO ALLOW FOR A MINIMUM OF 10 MINUTES OF DRYING TIME PRIOR TO ANY BACKFILLING. WEATHER CONDITIONS MAY VARY THIS SETTING TIME.)

FIELD INSTALLATION

1. LAY CONDUIT RUN INTO TRENCH. DO NOT KICK, THROW OR SLAM IT IN!
2. SURROUNDING TRENCH BACKFILL MUST BE FREE OF LARGE OR SHARP ROCKS, CINDERS OR OTHER DEBRIS WHICH WILL DAMAGE CONDUITS DURING BACKFILL OPERATION OR SUBSEQUENT COMPACTION.
3. IN CORAL ROCK AREAS, IT IS RECOMMENDED THAT HAND BACKFILLING FOR THE FIRST 3 TO 6 INCHES BE PERFORMED.
4. INSTALL PLUGS OR END BELLS ON ALL VACANT DUCTS, AS REQUIRED.
5. THE FINISHED CONDUIT RUN SHALL BE RODDED IN AN APPROVED MANNER (I.E. WIRCH LINE, MANDREL, ETC.) TO VERIFY CONTINUITY AND CLEANLINESS. (NOTE: NO CONDUIT RUN SHALL BE ACCEPTED AS PROPERLY INSTALLED UNLESS FREE PASSAGE IS OBTAINED AND VERIFIED BY EPL SUPERVISION.)



OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: OH

DRAWN BY: BQ

DATE: 8-30-94

APPROVED: R. J. SALESKY

NO SCALE

SUPERVISOR, OH/UG PRODUCT
SUPPORT SERVICES

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.

APPENDIX B

UV-12.0.0

IDENTIFICATION OF UNDERGROUND
CABLES AND VACANT CONDUITS

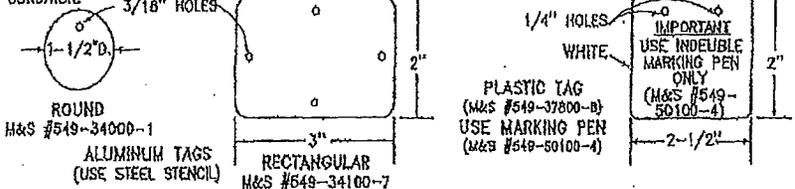
UV-12.0.0

GENERAL ALL UNDERGROUND CIRCUITS SHOULD BE IDENTIFIED WHERE APPLICABLE AS FOLLOWS:

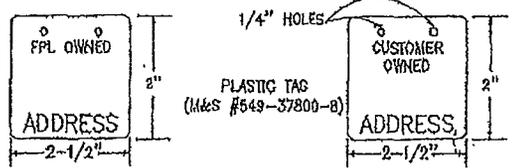
- FEEDER NUMBER
- SWITCH NUMBER
- PHASE
- CONDUCTOR SIZE, METAL, TYPE INSULATION AND VOLTAGE RATE (IF NOT SAME AS OPERATING VOLTAGE)
- SOURCE OR DIRECTION OF FEED
- OWNERSHIP
- ADDRESS OF BUILDING SERVED
- TYM NUMBER
- DATE OF FAILURE ON SECTION OF CABLE (DIRECT BURIED ONLY)
- ANY UNUSUAL CONDITIONS, I.E. CABLE IN CONDUIT, PARTIALLY IN CONDUIT, DIRECT BURIED, ETC.

ALL CIRCUITS AND VACANT CONDUITS SHOULD BE APPROPRIATELY IDENTIFIED AT EACH TERMINAL OR SWITCHING POINT AND ALL INTERMEDIATE LOCATIONS SUCH AS VAULTS, MANHOLES, PAD MOUNTED TRANSFORMERS, OR HANDHOLES. WHEN THE CIRCUIT OR VACANT CONDUIT IS OWNED BY OTHER THAN FLORIDA POWER & LIGHT COMPANY, SHOW "CUSTOM" ON APPROPRIATE TAG. IF NECESSARY INFORMATION CANNOT BE SHOWN ON ONE TAG, USE ADDITIONAL TAGS.

INFORMATION WILL BE PLACED ON APPROVED TAGS SHOWN BELOW IN THE MANNER DESCRIBED FOR THE PARTICULAR CONDITION.

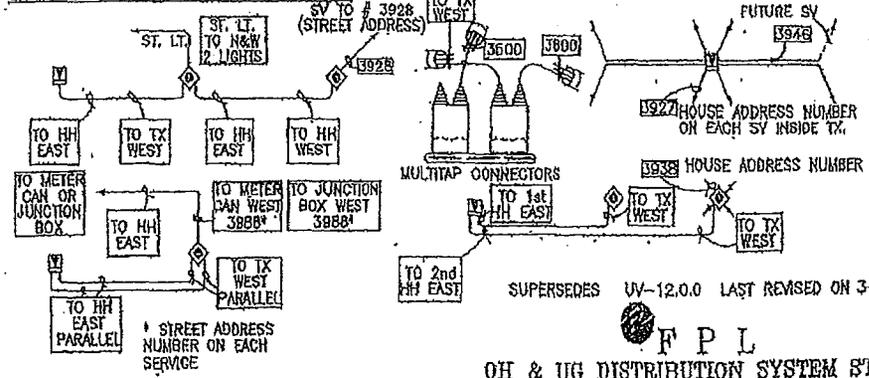


SERVICE OWNERSHIP TAGS
PLACE INSIDE METER CAN. USE TYE WRAP TO ATTACH TAG TO CONDUCTORS. PRINT ADDRESS USING MARKING PEN (M&S #549-50100-4)



UNDERGROUND DUCT & MANHOLE SYSTEMS
USE ALUMINUM TAGS, AFFIXED TO CABLES WITH #12C-TW ON ALL CIRCUITS IN UNDERGROUND SYSTEMS, SUCH AS SUBWAY VAULTS, MANHOLES, RISER POLES, ETC. ROUND ALUMINUM TAGS ARE FOR FEEDER NUMBER AND PHASE IDENTIFICATION. RECTANGULAR ALUMINUM TAGS ARE USED FOR ALL OTHER IDENTIFICATION PURPOSES FOR EXAMPLE, ON ISOLATED NEUTRAL CONDUCTORS OF PILG CABLES, ETC.
DIRECT BURIED AND CABLE IN CONDUIT SYSTEMS
USE ALUMINUM TAGS FOR CUSTOMER I.D. AS INDICATED ABOVE FOR LOCATIONS THAT WILL BE SUBJECTED TO SUNLIGHT. USE PLASTIC TAGS FOR URD CABLE TERMINATION TAGGING AND AT OTHER LOCATIONS SUCH AS PADMOUNTED TRANSFORMERS AND HANDHOLES. ALLOW 10 SECONDS MINIMUM DRYING TIME TO PREVENT SMEARING. FASTEN PLASTIC TAG TO CABLE WITH TY-RAP. (M&S #534-25000-1).

EXAMPLE OF MARKING SECONDARY CABLES



SUPERSEDES UV-12.0.0 LAST REVISED ON 3-15-91

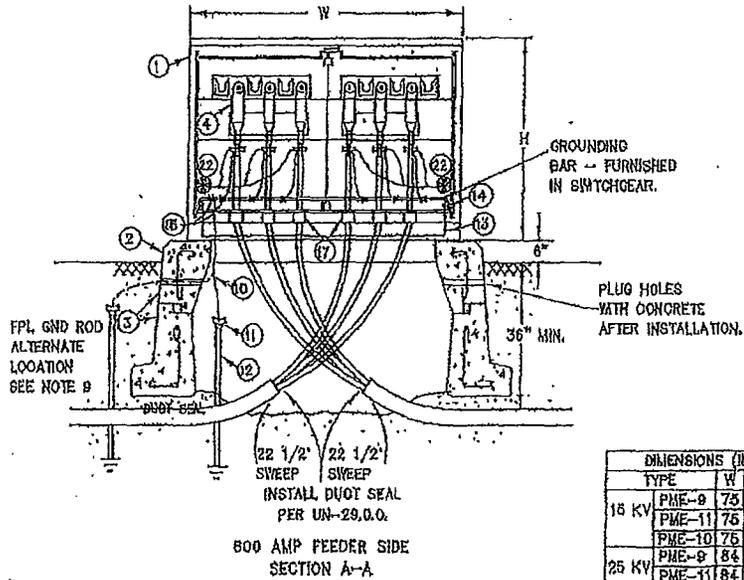
F P L
OH & UG DISTRIBUTION SYSTEM STANDARDS

		CHANGED PAGE FORMAT AND REVISED NOTES AND DIMENSIONS	RJO	MLG	RJS	DATE: 8-30-94	APPROVED: R.J. SALESKY	NO SCALE
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.	SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES		

C-32.0.2

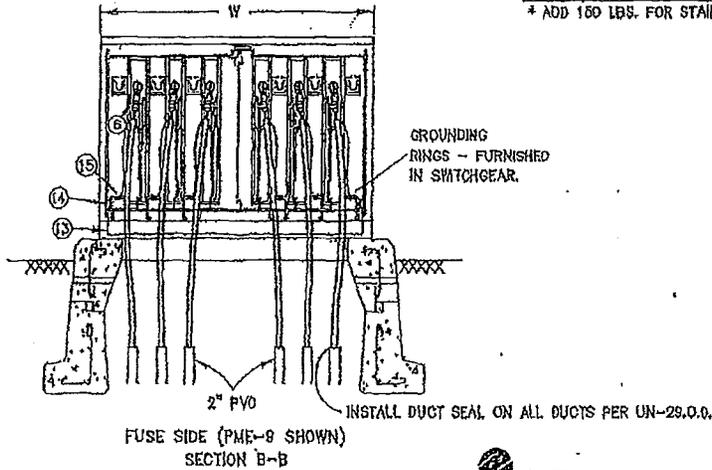
TYPICAL INSTALLATION OF 15 OR 25 KV.
S & C TYPE PME DEAD FRONT
THREE PHASE PAD MOUNTED SWITCHGEAR

C-32.0.2



TYPE	DIMENSIONS (INCHES)			WEIGHT IN LBS.*	
	W	D	H		
15 KV	PME-9	75	67	50	2300
	PME-11	75	73	50	2350
	PME-10	75	73	50	2400
25 KV	PME-9	84	82	56	2800
	PME-11	84	88 1/2	56	2950
	PME-10	84	88 1/2	56	3000

* ADD 160 LBS. FOR STAINLESS STEEL.



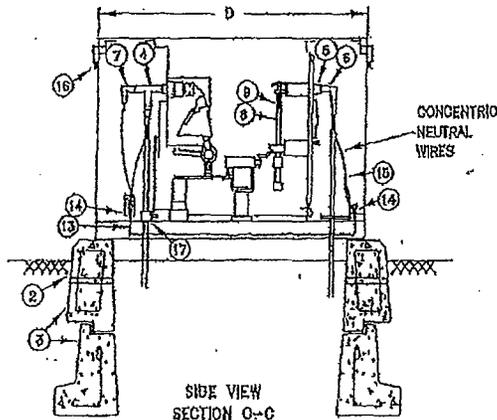
OH & UG DISTRIBUTION SYSTEM STANDARDS

2	7/21/01	UPDATE DRAWING ADDED PME-10 AND CHANGED SOME TEXT	RAP	JES	JJM	ORIGINATOR: RWS	DRAWN BY: JND
1	9/30/94	ADDED ARROW TO INCLUDE TOP CHAMBER SECTION ③	RJO	BAQ	RJS	DATE: 6/30/93	APPROVED: R.A. SALESKY DIRECTOR, DISTRIBUTION ENGINEERING AND OPERATIONS SERVICES
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.		NO SCALE

C-32.0.3

TYPICAL INSTALLATION OF 15 OR 25KV
S&C TYPE PME DEAD FRONT
THREE PHASE PAD MOUNTED SWITCHGEAR

C-32.0.3



NOTES:

1. WHEN CHANGING OUT A LIVE FRONT PAD MOUNTED SWITCH TO A DEAD FRONT PAD MOUNTED SWITCH, IT IS IMPORTANT TO ENSURE THAT THE REPLACEMENT DEAD FRONT SWITCH HAS THE SIX INCH ADAPTER BASE SPACER. THE NEW SWITCH MUST BE INSTALLED WITH THE SAME ORIENTATION AS THE OLD SWITCH IN ORDER TO ENSURE THAT THE ADAPTER BASE SPACER MATCHES THE NEW SWITCH CORRECTLY TO THE ORDER, SMALLER SIZED PAD. NOTE: IT IS NO LONGER REQUIRED TO CHANGE OUT THE TOP PAD PORTION OF THE CHAMBER. USE 600 AMP REPLACEMENT ELBOWS (M & S # 183-80286-7), AS SHOWN IN DCS UH-40.0.0, FOR THE FEEDER CABLES AND 200 AMP REPAIR ELBOWS (VARIOUS M & S NUMBERS), AS SHOWN IN UH-78.0.0 FOR THE LOOP SIDE PRIMARY CABLES.
2. CABLES MUST NOT BE IN CONTACT WITH THE EDGE OF CHAMBER FOOTING. TOP VIEW SHOWS CORRECT ROUTING FOR FEEDER CABLES THAT IS NECESSARY TO PROVIDE FOR CABLE MOVEMENT.
3. PRIMARY CABLES MUST BE ABLE TO REACH PARKING LOCATIONS.
4. ALLOW SUFFICIENT LENGTH OF CONCENTRIC NEUTRAL TO REACH GROUNDING BARS AND PERMIT FREE MOVEMENT OF ELBOWS.
5. BRASS STUDS FURNISHED WITH THE 600 AMP ELBOW KITS MUST BE INSTALLED AND TIGHTENED SECURELY (85 FT. LBS.) IN THE 600 AMP BUSHINGS. THE SHORT THREADED END OF THE STUD GOES INTO THE BUSHING. SEE UH-41.0.1 AND UH-41.0.2 FOR 600 AMP ELBOW DETAILS.
6. INSTALL 600 AMP 3 ϕ FAULT INDICATORS ON EACH SET OF FEEDER CABLES, SEE UV-14.0.0, UV-14.0.1, UV-14.0.2.
7. LOOP SIDE PRIMARY CABLES (#1/0A) MUST GO THRU CABLE GUIDES TO AVOID CONFLICT WITH FUSE DOOR WHEN IT IS ROTATED TO OPEN.
8. CABLE SPOOLS (2 1/2") SHOULD BE USED ON THE FEEDER CABLE TO CORRECTLY POSITION THE CABLES FOR EASIER INSTALLATION OF THE BOLT-ON ELBOW TERMINATORS ON TO THE 600 AMP BUSHINGS. THE 600 AMP ELBOWS MUST BE INSTALLED PERFECTLY STRAIGHT (VERTICALLY AND HORIZONTALLY) ON TO THE 600 AMP BUSHINGS TO PROPERLY ENGAGE THE THREADS. THE SPOOLS ARE TO BE BOLTED TO THE BOTTOM FLANGE OF THE SWITCH COMPARTMENT WALL WITH 3/8" X 1 1/2" BOLTS THRU EXISTING HOLES PROVIDED BY THE SWITCH MANUFACTURER.
9. MAKE CERTAIN OF CABLE LOCATIONS BEFORE DRIVING GROUND RODS. WHEN INSTALLING GROUND RODS IN ALTERNATE LOCATION, INSURE THAT BOTH THE TOP OF THE ROD AND THE #40 WIRE ARE AT LEAST 3" BELOW GRADE AND ARE COVERED. EXISTING 3/4" HOLES SHOULD BE USED IF AT LEAST 3" BELOW GRADE.
10. APPLY CAULKING COMPOUND TO SEAM BETWEEN PAD MOUNTED SWITCH AND PAD CHAMBER.
11. UNUSED FUSE POSITIONS MUST HAVE BUSHINGS & PROTECTIVE CAPS INSTALLED. UNUSED FEEDER POSITIONS MUST HAVE 600 AMP PROTECTIVE CAPS (M&S #183-64600-7).
12. AFTER THE PADMOUNTED SWITCH IS INSTALLED, THE LIFTING BRACKETS MUST BE REMOVED AND STORED INSIDE THE CABINET OR TURNED DOWN SO THAT THEY DO NOT PROTRUDE ABOVE THE TOP OF THE CABINET.
13. ENSURE THAT THE "CAUTION" LABEL (M&S #540-88010-4) IS INSTALLED ON EACH SIDE OF THE SWITCH HAVING ACCESS TO THE HIGH VOLTAGE SWITCH AND/OR THE HIGH VOLTAGE FUSE COMPARTMENTS PER DCS Z-35.0.0.
14. SEAL DUCTS PER UH-28.0.0.

SUPERSEDES C-32.0.3 LAST REVISED ON 9-30-84

F P L

OH & UG DISTRIBUTION SYSTEM STANDARDS

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
3	8/20/82	UPDATE PWD. (NOTE 1)	CEA	JES	JJM
2	8/18/81	UPDATE PWD. (NOTES 10, 12, 18, & 14)	CEA	JES	JJM
1	8/09/86	ADDITION TO NOTE 11	PHG	RAS	JJM

ORIGINATOR: PHG

DRAWN BY: RAS

DATE: 8/30/84 APPROVED: J.J. McEMDY
SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES NO. 604E

C-32.0.4

TYPICAL INSTALLATION OF 15 OR 25KV
S&C TYPE PME DEAD FRONT
THREE PHASE PAD MOUNTED SWITCHGEAR

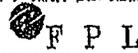
C-32.0.4

MATERIAL LIST

ITEM	DESCRIPTION	QUANTITY	M&S NO.
1	16KV SWITCHGEAR	PME-9 (2-THREE PHASE FEEDER POSITIONS AND 6 FUSE POSITIONS)	1 STANDARD 270-67400-7 1 STAINLESS STEEL 270-67401-6
		PME-11 (3-THREE PHASE FEEDER POSITIONS AND 3 FUSE POSITIONS)	1 STANDARD 270-67400-9 1 STAINLESS STEEL 270-67401-7
		PME-10 (4-THREE PHASE FEEDER POSITIONS AND NO FUSE POSITIONS)	1 STANDARD 270-883-000 1 STAINLESS STEEL 270-883-050
	26KV SWITCHGEAR	PME-9 (2-THREE PHASE FEEDER POSITIONS AND 3 FUSE POSITIONS)	1 STANDARD 270-87200-1 1 STAINLESS STEEL 270-87201-2
	PME-11 (3-THREE PHASE FEEDER POSITIONS AND 3 FUSE POSITIONS)	1 STANDARD 270-88100-3 1 STAINLESS STEEL 270-88101-1	
	PME-10 (4-THREE PHASE FEEDER POSITIONS AND NO FUSE POSITIONS)	1 STANDARD 270-884-000 1 STAINLESS STEEL 270-884-050	
2	PAD (TOP SECTION ONLY) FOR REPLACING IF WITH DF	FOR 16KV FOR 25KV	1 182-12203-5 182-12205-1
3	PAD & CABLE CHAMBER (TOP & BOTTOM SECT.)	FOR 16KV FOR 25KV	1 182-12201-9 182-12202-7
4	DEAD FRONT TERMINATOR, 1000 KCUCL AL INNV	VARIES	163-63900-7
5	LOADBREAK BUSHING, 200 AMP	16KV 25KV	VARIES 161-06100-1 103-60400-1
6	ELBOW TERMINATOR, 1/0 AL	15KV 25KV	VARIES 163-58700-7 163-60200-1
7	PROTECTIVE CAP 200 AMP	(16KV SWITCHES ONLY)	VARIES 163-02200-0
7	ELBOW SURGE ARRESTER	(25KV SWITCHES ONLY)	VARIES 334-01800-5
8	S&C 4Z FUSE HOLDERS	15KV 25KV	VARIES 631-66160-1 631-66310-8
9	16KV	FUSES: REFILL UNITS FOR S&C 4Z, SM-4Z&SM-4Z FUSE HOLDERS	
		20 AMP	631-38700-5
		30 AMP	631-38800-1
		60 AMP	631-38900-8
		65 AMP	631-39000-3
		80 AMP	631-39100-8
		100 AMP	631-39200-4
		125 AMP	631-39300-7
		150 AMP	631-40200-4
		175 AMP	631-40300-1
		200 AMP	631-39000-8
		10 AMP	631-32700-2
		15 AMP	631-32800-8
		20 AMP	631-32900-8
30 AMP	631-33000-3		
40 AMP	631-33100-0		
60 AMP	631-33200-8		
75 AMP	631-33300-2		
80 AMP	631-33400-8		
100 AMP	631-33500-8		
125 AMP	631-33700-8		
150 AMP	631-33800-4		
175 AMP	631-33900-1		
200 AMP	631-34000-9		
NOTE: THE FUSE REFILLS ARE THE SAME AS THOSE USED IN OVERFRONT SWITCHES			
10	WIRE #10 EDB	8	112-30900-0
11	CONNECTOR, GROUND ROD, CLAMP TYPE	1	120-02610-6
12	COPPERWELD GROUND RODS AS REQUIRED	VARIES	130-61400-6 130-40310-4
13	GROUND ROD COUPLERS	27	110-10106-1
14	CONNECTOR #4/0 COPPER CABLE TO FLAT	6	120-87100-5
15	CONNECTOR, COPPER TO COPPER, BOLTED	PME-9 19 PME-11 22 PME-10 25	102-80000-2
16	LOCK STANDARD PADLOCK, SMALL	PME-9 4 PME-11 6 PME-10 8	548-24601-1
17	CABLE SPOOL, 2 1/2"	PME-9 6 PME-11 9 PME-10 12	180-30800-7
18	BOLT, 3/8" X 1 1/2" (FOR SPOOLS)	SAME AS SPOOLS	161-47800-2
19	NUT, 3/8" (FOR SPOOLS)	SAME AS SPOOLS	161-45000-4
20	WASHER FLAT 3/8" (FOR SPOOLS)	SAME AS SPOOLS	146-35900-8
21	LOCKWASHER, 3/8" (FOR SPOOLS)	SAME AS SPOOLS	161-82400-8
22	FAULT INDICATOR, 800 AMP, 3 PHASE	PME-9 2 PME-11 3 PME-10 4	163-20700-9

REPLACEMENT PARTS FOR SWITCHES
600 AMP BUSHINGS 16KV 274-00200-3
25KV 274-00300-0
200 AMP BUSHING WELLS 16KV 274-00220-8
25KV 274-00320-4

SUPERSEDE C-32.0.4 LAST REVISED ON 9-30-84



OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: PMG

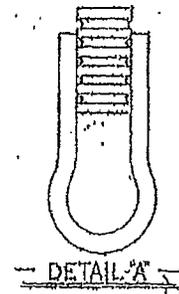
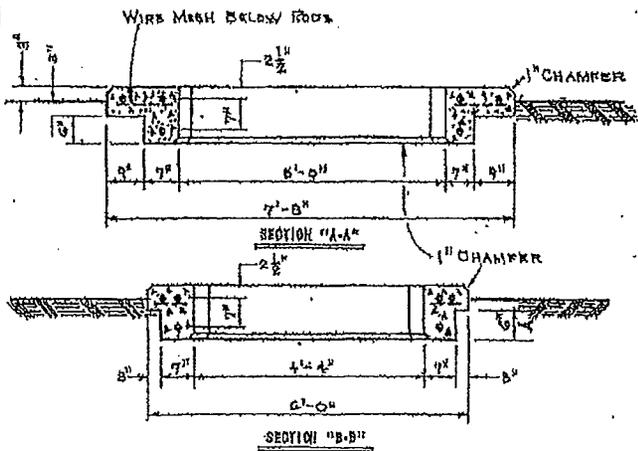
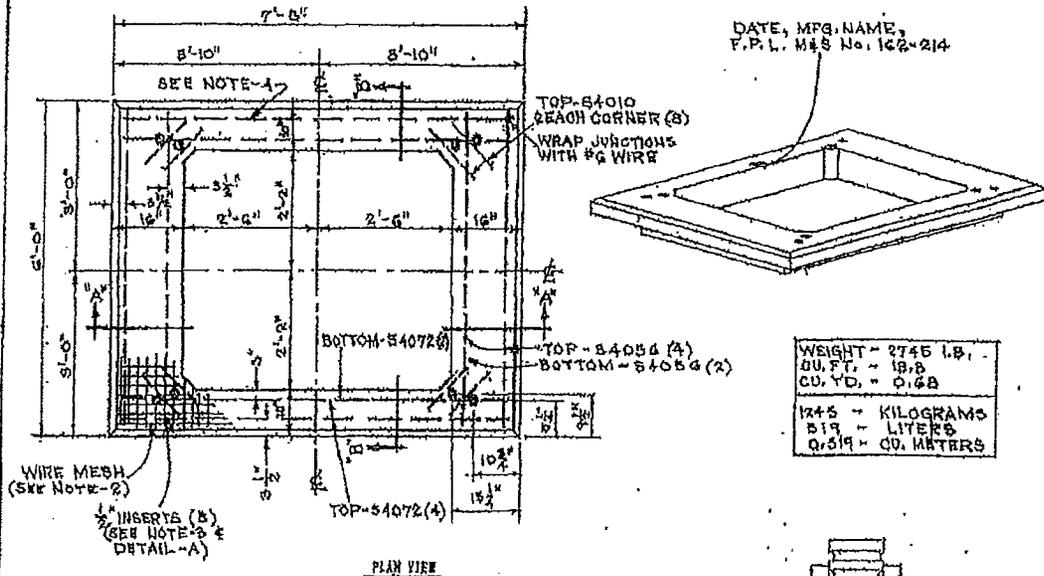
DRAWN BY: RAS

2	06/06/01	ADDED PME-10 SWITCH	CEA	JES	JWH		
1	8/09/88	ADDITION TO REL 12	PMG	RAS	JWH	DATE 9/30/84	APPROVED: J.J. McEVY
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.		SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

NO SCALE

UX-113

CONCRETE FOUNDATION FOR
S&C 3Ø PADMOUNTED SWITCH



1. Top surface to be smooth and level, SURFING irregularities N/A ARE acceptable.
2. 4 x 4 No. 4 Walled Wire Mesh Reinforcing to step 2" from Sides and Opening of Foundation.
3. Superior Threaded Inserts, 1/2" with Plug, Electro-Galv., 4 Required. (See Detail A)
4. #4 Reinforcing Rod as shown.
5. 3000 Lb. Test Concrete.
6. For Use with S & C Switches, H & S Nos. 270-863, 270-864, 270-865 & 270-866.
7. Manufacturers Identification, Year of Manufacture, and F.P.L. No. H & S Number to be cast in top surface of pad near center of pad. (This required when precast.)

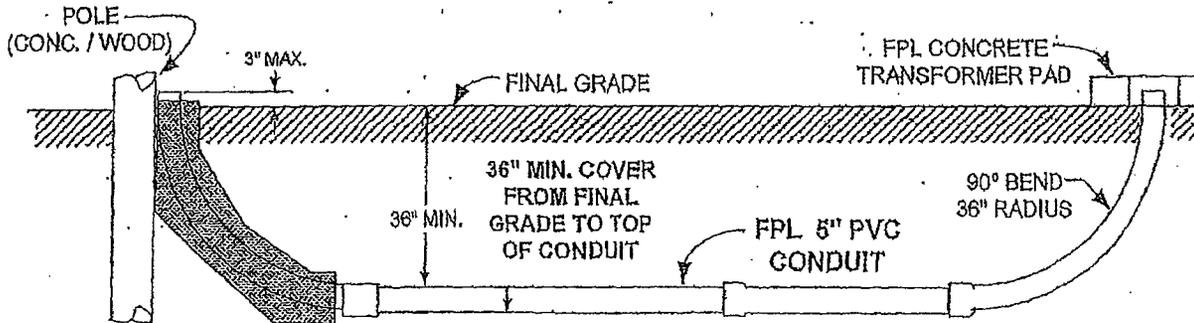
STANDARDS
UNDERGROUND DISTRIBUTION SYSTEM
FLORIDA POWER & LIGHT COMPANY
DATE 12-26-71
NO SCALE

APPROVED: *Ed. T. Callender*
CHIEF ENGINEER

DESIGN	2-8-71	CORRECTED DIMENSIONS	BY: JCH	DATE: 12/26/71
REVISION				
NO.	DATE	REVISION	BY	DATE

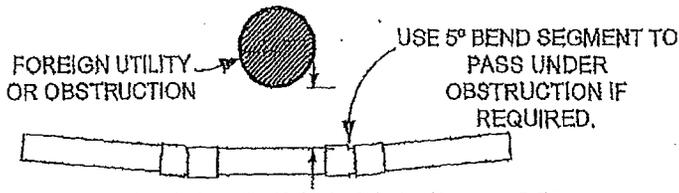
****** NOTICE******

- CALL SUNSHINE 1-800-432-4770 48 HOURS BEFORE YOU DIG FOR UNDERGROUND LOCATIONS.
- NOTIFY FPL REP. FOR INSPECTION OF TRENCH DEPTH & PVC INSTALLATION PRIOR TO BACKFILLING TRENCH.



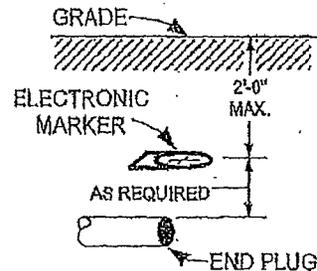
IF REQUIRED:
BENDS AT RISER POLE TO BE ENCASED IN CONCRETE WITH 4-80LB. BAGS OF SAKRETE. FORM CONCRETE ADJACENT TO POLE AND AT SURFACE.

12" MIN. SEPARATION FROM FPL CONDUIT TO FOREIGN UTILITY WITH WELL TAMPED EARTH



12" MIN. SEPARATION OF WELL TAMPED EARTH

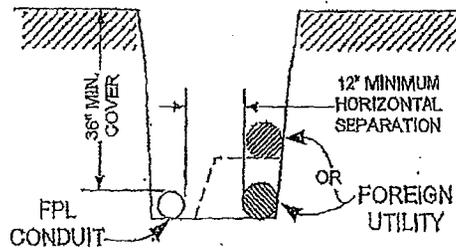
FPL CONDUIT CROSSING UNDER A FOREIGN UTILITY



DUCT END MARKING (IF REQUIRED)

NOTES:

- ♦ BACK-FILL WITHIN 4" OF THE CONDUIT TO BE FREE OF MATERIAL THAT MAY DAMAGE CONDUIT SYSTEM (BOARDS, ROCKS LARGER THAN 1" IN DIAMETER, DEBRIS, ETC.)
- ♦ IF COMPACTION OF TRENCH ROUTE IS REQUIRED FOR PAVING, ETC. BEGIN MACHINE COMPACTION 6" MINIMUM ABOVE CONDUIT.
- ♦ WHERE 36" OF COVER CANNOT BE MAINTAINED, 30" OF COVER WILL BE ALLOWED WITH 3" OF CONCRETE ENCASEMENT AROUND THE CONDUIT. (N.E.S.C. RULE FOR PRIMARY VOLTAGES)
- ♦ INSTALL A CONTINUOUS LENGTH OF PULL STRING IN ALL CONDUIT RUNS.



INSTALLATION OF FPL CONDUIT PARALLEL WITH - OR - IN A SHARED TRENCH WITH A FOREIGN UTILITY.

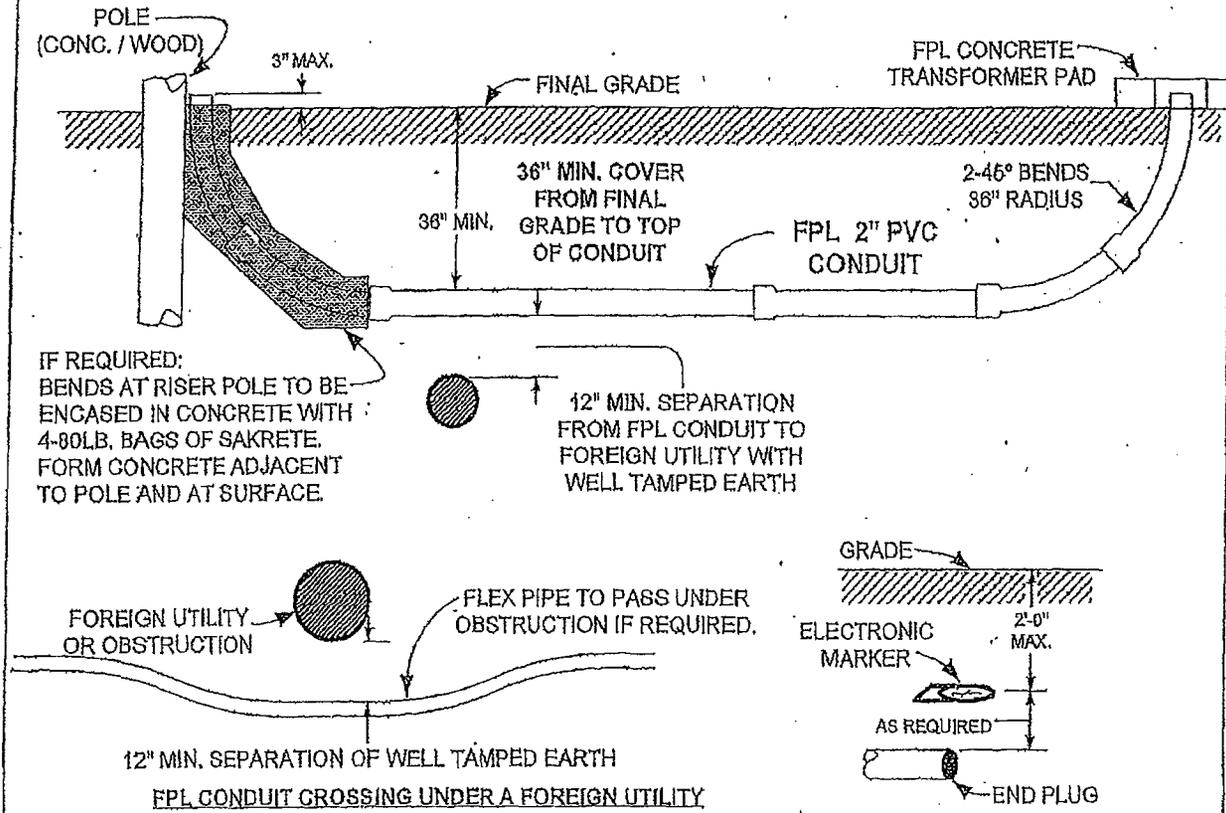
MATERIAL LIST 5" PVC SCH 40 CONDUIT

20' LENGTH (BELLED END)	164-33800-1
90° BEND 36" RADIUS	164-26250-6
90° BEND 48" RADIUS	164-25200-9
45° BEND 48" RADIUS	164-61400-8
5° BEND SEGMENT	164-56100-1
22.5° SWEEP 12'-6" RADIUS	164-13000-1
STRAIGHT COUPLING	164-44900-7
REPAIR SLEEVE 6' LONG	164-47630-0
END PLUG	164-53500-1
ELECTRONIC MARKER	690-61601-5

**FPL SUPPLIED 5" PVC CONDUIT
TYPICAL CUSTOMER INSTALLATION DETAILS
(PORTIONS OF UN-6, UN-15, CONC. & PAD DETAILS)**

****** NOTICE ******

- CALL SUNSHINE 1-800-432-4770 48 HOURS BEFORE YOU DIG FOR UNDERGROUND LOCATIONS.
- NOTIFY FPL REP. FOR INSPECTION OF TRENCH DEPTH & PVC INSTALLATION PRIOR TO BACKFILLING TRENCH.

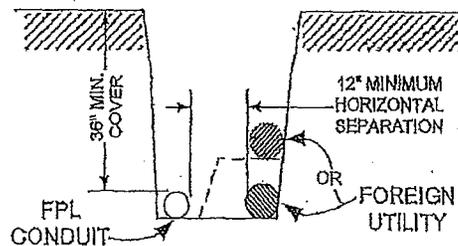


NOTES:

- + BACK-FILL WITHIN 4" OF THE CONDUIT TO BE FREE OF MATERIAL THAT MAY DAMAGE CONDUIT SYSTEM (BOARDS, ROCKS LARGER THAN 1" IN DIAMETER, DEBRIS, ETC.)
- + IF COMPACTION OF TRENCH ROUTE IS REQUIRED FOR PAVING, ETC. BEGIN MACHINE COMPACTION 6" MINIMUM ABOVE CONDUIT.
- + WHERE 36" OF COVER CANNOT BE MAINTAINED, 30" OF COVER WILL BE ALLOWED WITH 3" OF CONCRETE ENCASEMENT AROUND THE CONDUIT. (N.E.S.C. RULE FOR PRIMARY VOLTAGES)
- + INSTALL A CONTINUOUS LENGTH OF PULL STRING. IN ALL CONDUIT RUNS.

MATERIAL LIST 2" PVC SCH 40 CONDUIT

20' LENGTH (BELLED END)	164-33100-6
90° BEND 24" RADIUS	164-23800-6
45° BEND 36" RADIUS	164-23945-2
45° BEND 24" RADIUS	164-23900-2
STRAIGHT COUPLING	164-47000-6
REPAIR SLEEVE 4" LONG	164-47520-2
END PLUG	164-54800-5
ELECTRONIC MARKER	590-61601-5



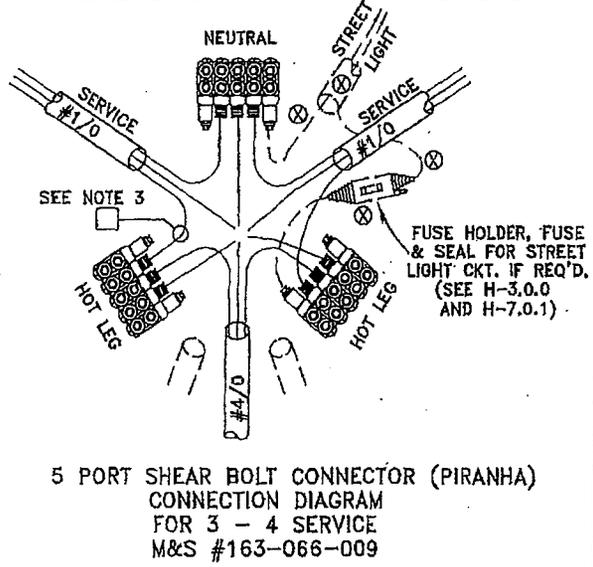
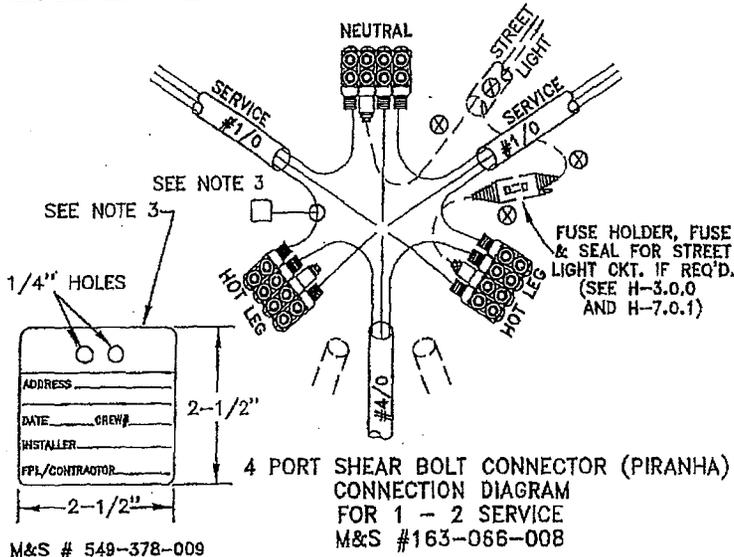
INSTALLATION OF FPL CONDUIT
PARALLEL WITH - OR - IN A SHARED TRENCH
WITH A FOREIGN UTILITY.

FPL SUPPLIED 2" PVC CONDUIT
TYPICAL CUSTOMER INSTALLATION DETAILS
(PORTIONS OF UN-6, UN-16, CONC. & PAD DETAILS)

L-17.0.7

SHEAR BOLT SECONDARY CONNECTORS IN HANDHOLE FOR CONNECTING 2 TO 4 SERVICES

L-17.0.7



M&S # 549-378-009

4 PORT SHEAR BOLT CONNECTOR (PIRANHA) CONNECTION DIAGRAM FOR 1 - 2 SERVICE M&S #163-066-008

5 PORT SHEAR BOLT CONNECTOR (PIRANHA) CONNECTION DIAGRAM FOR 3 - 4 SERVICE M&S #163-066-009

NOTES:

1. FOR ONE SERVICE, SEE UC-5.0.0, UC-6.0.0 AND UC-6.0.2.
2. ONLY INSULATED CONDUCTORS MAY BE CONNECTED TO SHEAR BOLT CONNECTORS.
3. INSTALL TAG M&S #549-378-009 EVERYTIME A CONNECTOR IS INSTALLED OR REPLACED.
4. FOR ADDITIONAL INFORMATION REFER TO L-17.0.8, L-17.0.10 AND L-17.0.11.
5. FOR 24" AND 30" HANDHOLES INSTALL ALL CONDUITS AT ONE END OF THE HANDHOLE. BOTH THE 24" AND 30" HANDHOLES COME WITH A SPECIAL STENCIL "TO PLACE ALL CONDUITS AT THE END OF THE HANDHOLES". THIS ALLOWS THE CONDUCTOR TO BE LIFTED OUT OF THE HANDHOLE AND WORK THE CONNECTORS ABOVE GROUND.
6. WHEN FIELD CONDITIONS DICTATE THE USE OF FIVE OR MORE CONDUCTORS, IT MAY BE BEST TO CONSIDER THE USE OF THE 30" HANDHOLE, AS THIS WILL ALLOW ADDITIONAL ROOM TO WORK THE CONNECTIONS.

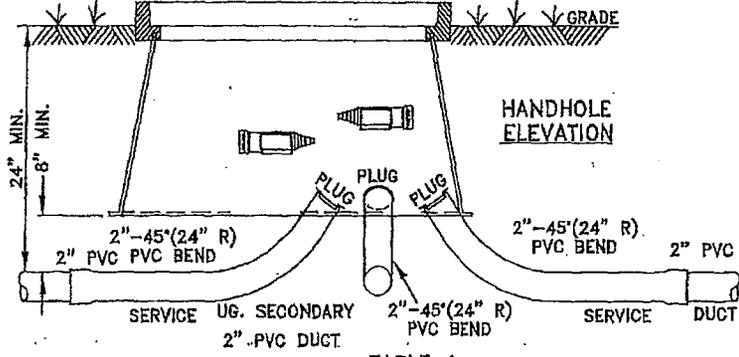
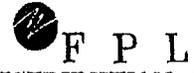


TABLE 1

CABLES	CONNECTORS	HANDHOLE
1/0 SECONDARY, 1/0 SERVICE AND 120V FOR STREET LIGHT	163-066-008 (4 PORT)	162-304-001 (15.5"x10.5"x18" DEEP)
4/0 SECONDARY, AND 1 OR 2 SERVICES	163-066-008 (4 PORT)	182-120-008 (24"x13"x18" DEEP)
4/0 SECONDARY, AND 3 OR 4 SERVICES	163-066-009 (6 PORT)	162-120-008 (24"x13"x18" DEEP)
250 MCM TO 350 MCM	163-066-010 (5 PORT)	162-100-007 (30"x17"x18" DEEP)
350 MCM TO 500 MCM (NO MORE THAN 4 SETS)	163-066-011 (5 PORT)	162-100-007 (30"x17"x18" DEEP)
400 MCM TO 600 MCM (NO MORE THAN 4 SETS)	163-017-502 (6 PORT)	182-100-007 (30"x17"x18" DEEP)
400 MCM TO 600 MCM (NO MORE THAN 5 SETS)	163-017-502 (6 PORT)	182-121-004 (48"x30"x36" DEEP)
600 MCM TO 750 MCM	163-017-502 (6 PORT)	182-121-004 (48"x30"x36" DEEP)

FOR DRIVEWAY LOADING USE HANDHOLE 162-122-892 (50"x32"x36" DEEP)

NO.	DATE	DESCRIPTION	ARR	ELS	RDH
17	11/11/14	UPDATE TABLE	ARR	ELS	RDH
16	4/23/14	UPDATE DRAWING AND NOTES	ARR	ELS	RDH
15	12/28/10	UPDATE DRAWING AND NOTES	ARR	ELS	BXN
14	11/3/09	ADDED NEW 5 PORT PIRANHA FOR 250-350 MCM CABLES	ARR	ELS	JRD
13	6/15/09	UPDATE DRAWING AND NOTES	ARR	ELS	AEL
12	11/7/08	UPDATE DECAL	GAP	ELS	AEL
11	10/5/08	UPDATE DRAWING & NOTES	RJO	ELS	JJM
10	9/24/08	ADD NOTE 3	AR	ELS	JJM
9	9/6/07	UPDATE NOTE 1	AR	ELS	JJM
8	8/27/07	REMOVE EXAMPLE OF CUTTING FLOOD SEAL	RJO	ELS	JJM
7	8/18/05	UPDATE NOTES	SMS	ELS	JJM
6	2/24/05	UPDATE DRAWING AND NOTES	RJO	ELS	JJM
5	11/18/03	UPDATE NOTES	RJO	ELS	JJM
4	8/18/03	UPDATE DRAWING (NOTES & TEXT)	SMS	ELS	JJM
3	8/08/01	UPDATE DRAWING (NOTES & TEXT)	SMS	JES	JJM
2	9/07/99	UPDATE DRAWING (CHARTS & TEXT)	SMS	JES	JJM
1	8/09/96	ADDED MULTITAP CONNECTOR NUMBER, ADDED DRIVEWAY LOADING M&S NUMBER, CHANGED MULTITAP AND ADDED NOTE.	BB	AWB	JJM
0	8/10/96	ORIGINAL DRAWING	SMS	RAS	JJM



OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: SMS

DRAWN BY: RAS

DATE: 8/09/96

APPROVED: J.R. "PEPE" DIAZ

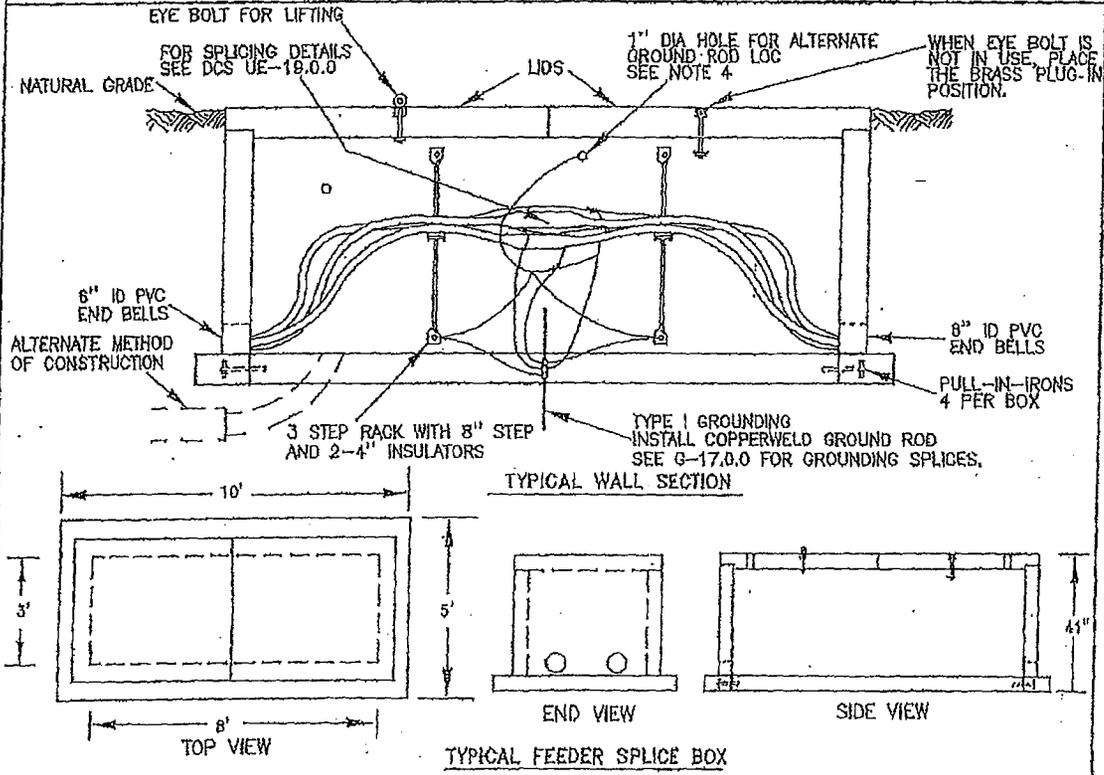
NO SCALE

RELIABILITY ENGINEERING MANAGER

UN-18.0.0

FEEDER SPLICE BOX

UN-18.0.0



M&S NUMBER	DESCRIPTION
162-240-003	CONCRETE FEEDER SPLICE BOX & LIDS.
162-241-000	CONCRETE FEEDER SPLICE BOX & LIDS COMES WITH SPECIAL BRUSHED SIDEWALK FINISH LIDS AND FLUSH INSERTS SUITABLE FOR PEDESTRIAN TRAFFIC.
162-242-203	POLYMER CONCRETE FEEDER SPLICE BOX, TO BE INSTALLED ONLY IN NON ACCESSIBLE AREAS, NOT TO BE SUBJECTED TO ANY VEHICULAR TRAFFIC SUCH AS STREETS, PARKING, LOTS OR DRIVEWAYS.

NOTES:

1. LEAVE SUFFICIENT EXPOSED GROUND ROD TO INSTALL 6 EACH #4/0-#2 CONNECTORS M&S #120-110-005.
2. GROUND ALL SPLICES PER DISTRIBUTION STANDARD G-17.0.0.
3. GROUND CABLE RACKS.
4. EACH SPLICE BOX IS SUPPLIED WITH 2-1" DIA HOLE FOR ALTERNATE GROUND ROD LOCATION, MAKE ALL GROUNDING CONNECTIONS INSIDE THE BOX, RUN SUFFICIENT AMOUNT OF 4/0 TO MAKE CONNECTION TO ANY GROUND ROD LOCATION, RESEAL 1" DIA HOLE WITH AQUASEAL.
5. DISTRIBUTION SPLICE BOX AND LIDS ARE DESIGNED FOR H-20 VEHICLE LOADING. (FULL TRAFFIC LOADING)
6. WEIGHT OF SPLICE BOX (W/O LIDS) = 8700 LBS. DIMENSIONS ARE 10' X 8' X 41" DEEP
7. WEIGHT OF EACH LID = 1400 LBS. TWO LIDS REQUIRED, M & S # FOR LID ONLY 162-240-011.
8. UNID FEEDER CABLE SPLICES MUST BE BONDED TO DRIVEN GROUNDS.
9. REFER TO UE-19.1.1 & UE-19.1.2 FOR SPLICE ASSEMBLY. A WATER TIGHT SEAL MUST BE MADE WHERE INSULATED
10. CONDUCTORS CONNECT TO SYSTEM NEUTRAL. SEE G-17.0.0
11. THE MAXIMUM PERMISSIBLE IMPEDENCE TO SYSTEM NEUTRAL FOR A DRIVEN GROUND IS 25 OHMS.
12. AS SHOWN ABOVE, THE PVC MAY ENTER UNDERNEATH THE SPLICE BOX BY USING A 45 DEGREE SWEEP, SEAL CONDUIT WITH DUCT SEAL.
13. IN AREAS SUBJECT TO WATER INTRUSION, INSTALL A SUFFICIENT AMOUNT OF PEAROCK 1/4"-3/4" SIZE ROCK TO ALLOW FOR THE PERCOLATION OF THE WATER.
14. IF FEEDER SPLICE BOX IS TO BE INSTALLED IN A SIDEWALK, A SEPERATION WILL BE NEEDED BETWEEN THE CONCRETE AND THE LIDS.
15. REFER TO UX-233.0.1

F P L
OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: RJP

DRAWN BY: J. SHOUP

0	8/16/06	ORIGINAL DRAWING	RJO	ELS	JJM	DATE: 8/27/99	APPROVED: J. McEVoy	NO SCALE
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.	SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES		

J-4.0.0

PAD-MOUNTED
CAPACITOR BANK INSTALLATIONS

J-4.0.0

WE HAVE TWO STANDARD 1200 KVAR PAD-MOUNTED, CAPACITOR BANKS. THEY ARE PRESENTLY OPERATED AS FIXED BANKS, BUT MAY BE REMOTELY SWITCHED IN THE FUTURE.

223-388-508 13KV, PAD-MOUNTED, DEADFRONT, STAINLESS STEEL ENCLOSURE, 3 PHASE, 1200 KVAR CAPACITOR BANK TO INCLUDE: A POTENTIAL TRANSFORMER, VACUUM SWITCHES, DOUBLE BUSHING CAPACITOR CANS, (7.62KV, 400 KVAR), X-LIMITER FUSES (80A), BUSHING WELLS (200A), PARKING STANDS, METER SOCKET AND CONTROL WIRING FOR RADIO RECEIVER.

223-388-001 23KV, PAD-MOUNTED, DEADFRONT, STAINLESS STEEL ENCLOSURE, 3 PHASE, 1200 KVAR CAPACITOR BANK TO INCLUDE: A POTENTIAL TRANSFORMER, VACUUM SWITCHES, DOUBLE BUSHING CAPACITOR CANS, (13.2 KVAR), 400 KVAR), X-LIMITER FUSES (50A), BUSHING WELLS (200A), PARKING STANDS, METER SOCKET AND CONTROL WIRING FOR RADIO RECEIVER.

EITHER UNIT CAN MOUNT ON FOUNDATION UX-108 (M&S 162-251-005). THE FOUNDATION, ARRESTERS, AND ROTATABLE BUSHINGS ARE INCLUDED IN THE FOLLOWING MECA UNIT.

EITHER UNIT CAN BE USED IN SALT-SPRAY AREAS.

A	B	C	D	E	F	G	H
C			1200	T	E		

DETAILS OF INSTALLATION:

1. THE UNITS ARE TO BE INSTALLED NO MORE THAN 100FT FROM A DEAD-FRONT, PADMOUNTED SWITCH CABINET, ONLY. LIVE FRONT CABINETS SHOULD BE CHANGED OUT FOR THIS APPLICATION.
2. THE UNIT WILL BE SERVED WITH 1/0, 25KV CABLE FROM THE BACK (200-AMP INTERFACE) OF THE ARRESTERS PRESENTLY FOUND IN THE CABINET, BUT THESE ARRESTERS MAY BE RE-USED IN THE CAP BANK UNIT.
3. INSTALL ROTATABLE, FEED-THRU BUSHINGS ON THE .23KV URD CAPACITOR BANK (ONE SIDE FOR THE ARRESTER ELBOW AND ONE SIDE FOR THE PRIMARY ELBOW COMING FROM THE PADMOUNTED SWITCH CABINET). NOTE: THIS ONLY APPLIES TO 23KV UNITS, SINCE IT IS TYPICALLY, NOT NECESSARY, TO PROTECT 15KV URD SYSTEMS, WITH ELBOW ARRESTERS.
4. THE PAD-MOUNTED BANK SITS ON A PRE-CAST CONCRETE PAD. REFER TO UX-108.
5. THE BANK IS PROTECTED, BY CURRENT-LIMITING FUSES, AND HAS A POTENTIAL TRANSFORMER (INTERNALLY PROTECTED AND HOOKED UP TO THE LINE SIDE OF FUSES), WHICH POWERS THE VACUUM SWITCHES.
6. FAULT INDICATORS SHOULD BE INSTALLED AT BOTH THE PADMOUNTED SWITCH CABINET AND THE CAPACITOR CABINET TO DISTINGUISH BETWEEN CAN OR CABLE FAILURE.
7. INSTALL SIGNS SHOWING "INSTRUCTIONS FOR SWITCHING" (M&S 548-223-000) AND "REPLACEMENT COMPONENTS" (M&S 548-223-100) ON INSIDE OF CABINET DOOR.

NOTES:

1. PADMOUNTED CAPACITOR BANKS REQUIRE 8' MINIMUM CLEARANCE IN FRONT AND REAR DOORS.



F P L
OH & UG DISTRIBUTION SYSTEM STANDARDS

4	9/17/13	UPDATE DRAWING (TEXT)	JJR	ELS	WM
3	4/5/13	UPDATE DRAWING (TEXT)	JJR	ELS	WM
2	5/21/12	UPDATE DRAWING (TEXT)	LFV	ELS	WM
1	12/12/11	UPDATE DRAWING (TEXT)	LFV	ELS	JJM

ORIGINATOR: LFV

DRAWN BY: J. SHOUP

DATE: 07/25/01

APPROVED: J.J. MCEVOY

SUPERVISOR, OH/UG PRODUCT

NO SCALE

J-4.0.1

CAPACITOR BANK SWITCHING INSTRUCTIONS

J-4.0.1

THE FOLLOWING INSTRUCTIONS ARE TO BE PLACED INSIDE ALL PAD-MOUNTED CAPACITOR BANKS:

INSTRUCTIONS FRO SWITCHING PADMOUNTED CAPACITOR BANKS:

TO ENERGIZE THE BANK, FOLLOW THESE STEPS:

1. TURN RC OFF AT FEEDER BREAKER.
2. VERIFY THAT ELBOWS ARE PARKED AT BOTH FEEDER PAD-MOUNTED SWITCH CABINET AND CAPACITOR BANK CABINET.
3. VERIFY ALL GROUNDS/SHORTING STRAPS HAVE BEEN REMOVED FROM THE CAPACITOR CANS.
4. VERIFY THAT SEMAPHORES IN VACUUM SWITCHES ARE IN THE "OPEN" POSITION.
5. VERIFY THAT CURRENT LIMITING FUSES ARE INSTALLED, WITH THE BLOWN INDICATOR FACING DOWN.
6. PLACE REMS CONTROLLER SWITCH IN THE LOCAL POSITION.
7. CLOSE IN ELBOWS AT CAPACITOR CABINET.
8. CLOSE IN ELBOWS AT SWITCH CABINET.
9. PRESS THE RED (CLOSE) BUTTON ON THE REMS OR USE THE REMOTE HAND OPERATOR TO CLOSE VACUUM SWITCHES.
10. TURN RC ON AT FEEDER BREAKER.

TO SWITCH OUT AND ISOLATE THE BANK, FOLLOW THESE STEPS:

1. VERIFY THAT REMS CONTROLLER'S TOGGLE SWITCH IS PLACED IN THE POSITION.
2. PRESS GREEN TRIP BUTTON ON REMS RECEIVER BOX.
3. VERIFY THAT SEMAPHORES IN VACUUM SWITCHES SHOW OPEN.
4. ALLOW AT LEAST FIVE MINUTES THEN TEST FOR VOLTAGE OR CURRENT AT THE CAPACITOR CELLS.
5. OPEN, PARK, AND CAP ELBOWS AT FEEDER PAD-MOUNTED SWITCH CABINET.
6. OPEN, PARK, AND CAP ELBOWS AT CAPACITOR CABINET.
7. ATTACH ALL NECESSARY GROUNDS.

NOTE:

THE CAPACITOR CANS ARE TO BE ENERGIZED OR DE-ENERGIZED WITH THE VACUUM SWITCHES, ONLY. DO NOT USE THE LOAD-BREAK ELBOWS OR THE CURRENT-LIMITING FUSES FOR THE ACTIVITY.

PAD-MOUNTED CAPACITOR BANK-REPLACEMENT COMPONENTS:

CURRENT LIMITING FUSES:

13KV, 80A, X-LIMITER	M&S 531-454-802
23KV, 50A, X-LIMITER	M&S 531-455-001

POTENTIAL TRANSFORMERS:

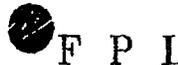
13KV, INTERNALLY FUSED	M&S 461-088-059
23KV, INTERNALLY FUSED	M&S 461-088-105

CAPACITOR CANS:

7620V, 400KVAR, TWO-BUSHING	M&S 225-402-130
13,200V, 400KVAR, TWO-BUSHING	M&S 225-402-230

VACUUM SWITCHES:

13KV, 200A	M&S 275-108-120
23KV, 200A	M&S 275-108-130



OH & UG DISTRIBUTION SYSTEM STANDARDS

4	5/21/12	ADDED "PAD-MOUNTED"	JGV	ELS	WM
3	9/19/05	UPDATE DRAWING (M&S NUMBERS)	LFV	ELS	JJM
2	3/25/05	UPDATE DRAWING (M&S NUMBERS)	LFV	ELS	JJM
		UPDATE DRAWING (TEXT)	LFV	ELS	JJM

ORIGINATOR: LFV

DRAWN BY: J. SHOUP

DATE: 04/14/00

APPROVED: J.J. MCEVOY
SUPERVISOR, OH/UG PRODUCT

NO SCALE

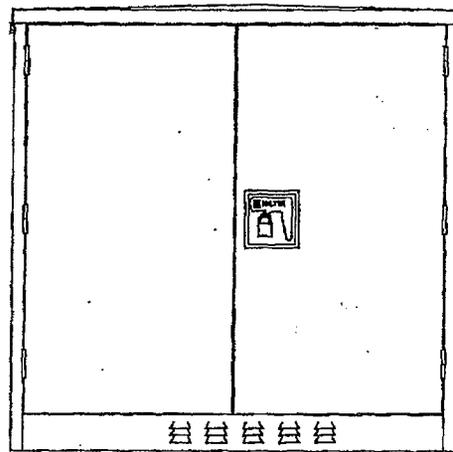
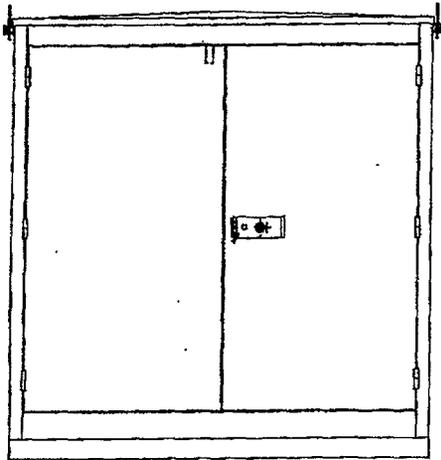
J-4.0.2

TYPICAL INSTALLATION OF 25 KV S & C DEAD FRONT SWITCHGEAR AND THREE PHASE PAD-MOUNTED CAPACITOR BANK

J-4.0.2

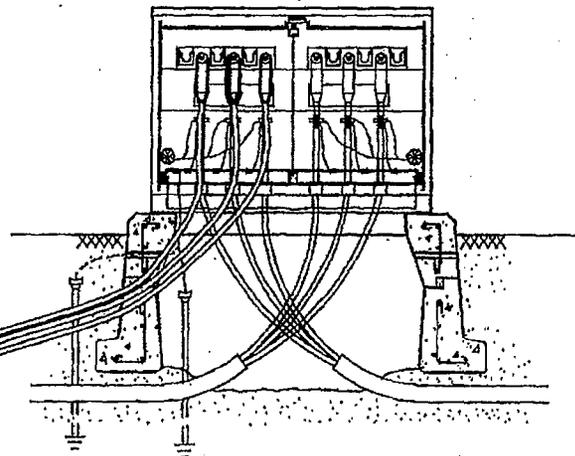
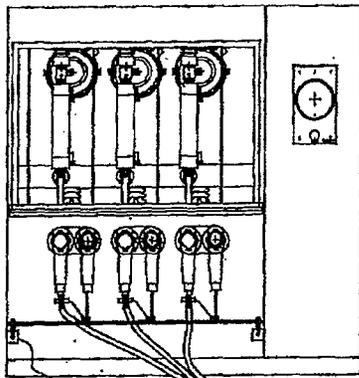
NOTES:

1. INSTALL 92" X 92" PRECAST PAD (M&S 162-251-005)
2. DRIVE GROUND RODS & ATTACH #2 CU GROUND TO GROUNDING LUGS.
3. INSTALL URD CAPACITOR BANK (M&S 223-388-001) ON PAD.
4. INSTALL ROTATABLE FEED-THRU BUSHING 25KV (M&S 163-250-002) ON EACH BUSHING.
5. INSTALL 200 AMP ELBOWS ON ROTATABLE FEED-THRU BUSHINGS.
6. INSTALL 18KV ELBOW ARRESTERS (M&S 334-015-005) ON ROTATABLE FEED-THRU BUSHINGS.

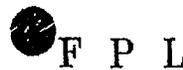


CAPACITOR CABINET

PAD-MOUNTED SWITCH CABINET



3#1/0 AL XPE 25KV CABLES
IN 1-4' CONDUIT
MAXIMUM OF 100 FEET



OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: LJV

DRAWN BY: J. SHOUP

DATE: 07/26/01

APPROVED: J.J. MCEVOY

NO SCALE

JGV ELS WM

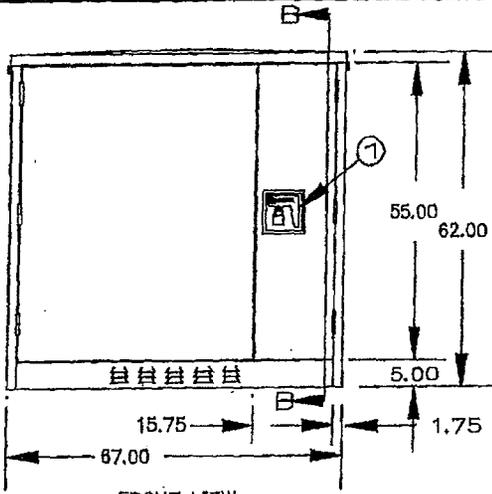
SUPERVISOR, OH/UG PRODUCT

J.

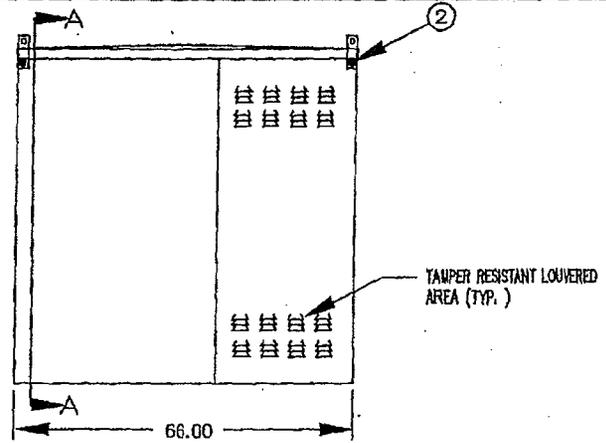
J-4.0.3

MALTON 25KV, 200A, 125KV BIL, 1200KVAR
PAD-MOUNTED CAPACITOR BANK

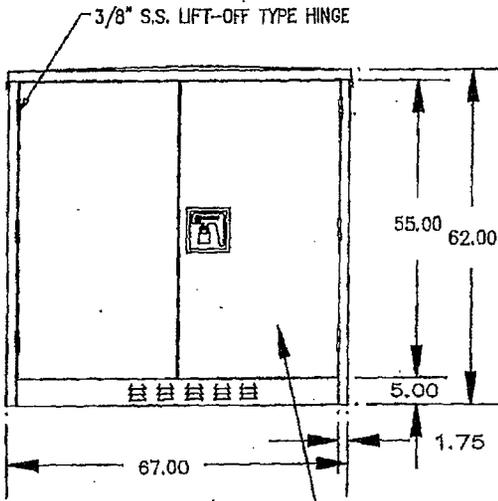
J-4.0.3



FRONT VIEW



RIGHT SIDE VIEW



REAR VIEW

DOOR STAY (SELF CATCH/ MANUAL RELEASE)

16	1	4-POINT TERMINAL BLOCK
15	3	CAPACITORS, 400 KVAR, 13200V, 150KV BIL, 1-BUSHING COOPER #CEP133M22 OR EQUAL 23
14	3	FUSE MOUNTING COOPER TYPE NX - CODE 6 W/50A X-LIMITER FUSE 23KV
13	1	INNER DOOR BARRIER - CLEAR LEXAN
12	LOT	#2 FLEXIBLE COPPER WIRE
11	11	INSULATOR 25KV, 125KV BIL
10	1	MANUFACTURERS NAMEPLATE
9	2	GROUNDING STRAPS
8	1	METER SOCKET 100 AMP, 4-TERMINAL, RING TYPE
7	3	PARKING STAND
6	3	BUSHING WELL 200AMP, 25KV, 125KV BIL
5	1	1/4" CLEAR LEXAN WINDOW (REMOVABLE TO ACCESS FUSES)
4	1	POTENTIAL TRANSFORMER, SINGLE BUSHING, 120:1 1KVA - INTERNALLY FUSED 23
3	3	VACUUM SWITCH, 200A, 25KV, 5-PIN CONTROL, MANUAL TRIP JOSLYN VERSAVAC 23
2	4	5/8-11 UNC THREADED INSERTS WITH REMOVABLE LIFTING TABS
1	2	HANDLE ASSY. W/ S.S. HEX BOLT, 3-PT. LATCHING
ITEM	QTY	DESCRIPTION

NOTES:

1. MATERIAL IS 12 GA. OR 11 GA. (.106) STEEL - AS SPECIFIED
2. STEEL IS PHOSPHATE TREATED FOR PAINT ADHESION
3. ENCLOSURE IS PAINTED WITH MALTON "POLYMAX PLUS" FINISHING PROCESS TO MEET ANSI/EEI PERFORMANCE GUIDELINES
PAINT COLOR: MUNSELL 7G13.28/1.5 GREEN.
4. ENCLOSURE CONSTRUCTION TO MEET THE LATEST ANSI STANDARD C57.12.28

D	4/1/00	TG	ADDED LBS #		
C	2/1/99	TO	CHANGE FUSE SEATING DIM FROM 12 TO 13		TOLERANCE UNLESS NOTED
B	12/25/97	RR	ADDED 4 1/2 X 24 SLOT TO HOLD DOWN CLR, REWORKED CLEAR LEXAN WINDOW FROM REAR VIEW FOR CLARITY	.XX	±.02
A	11/21/97	RR	ADDED FOLD DOWN BRACKET, REWORKED LOWER BUSHINGS TO THE FUSED BUS-ADDED DATA #2	.XXX	±.010
REV	DATE	BY	DESCRIPTION		



OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: LJV

DRAWN BY: J. SHOUP

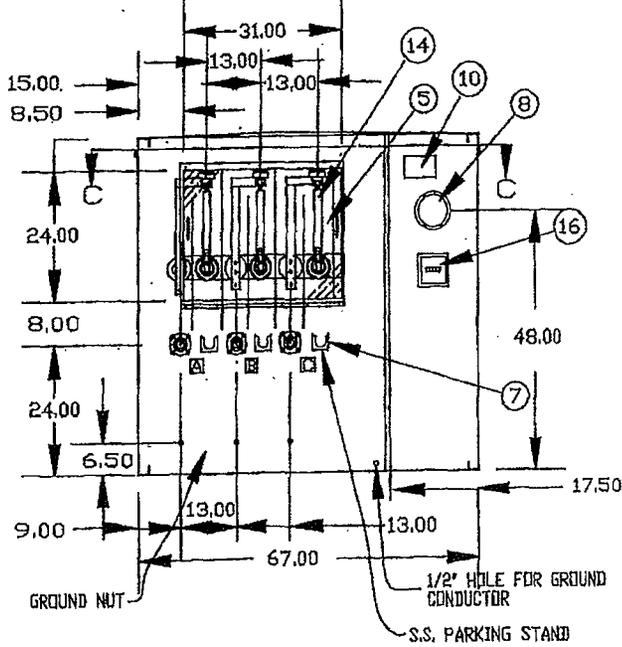
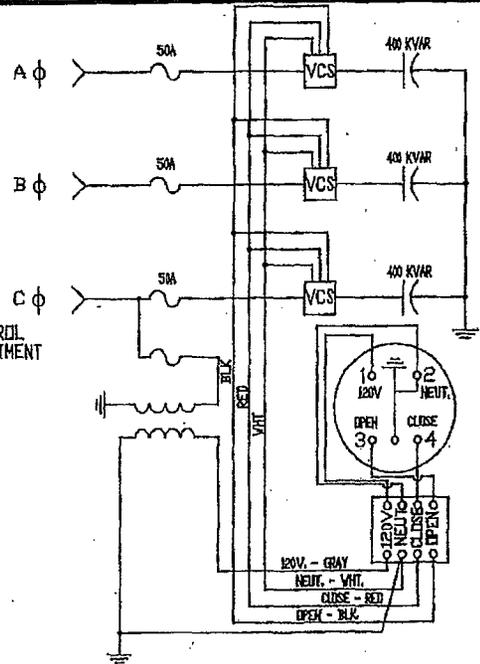
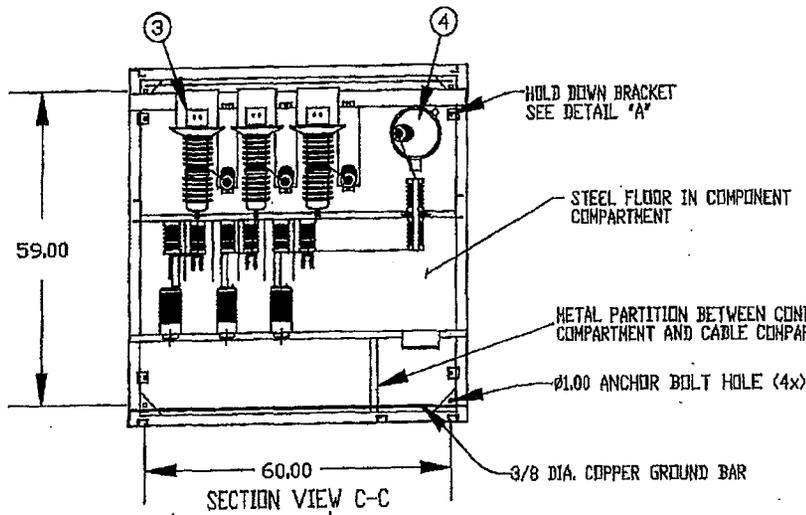
DATE: 07/26/01 APPROVED: J.J. MCEVOY
SUPERVISOR, OH/UG PRODUCT

NO SCALE

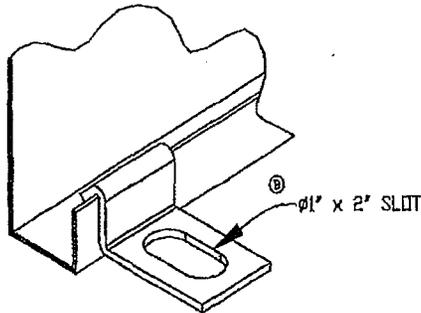
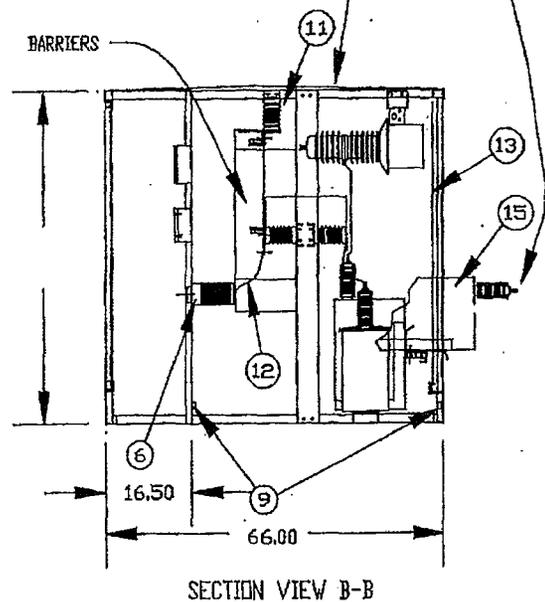
J-4.0.4

MALTON 25KV 200A, 125KV BIL, 1200KVAR PAD-MOUNTED CAPACITOR BANK

J-4.0.4



LINE DIAGRAM
CAPACITOR TILTS OUT FOR MAINTANANCE
ANTI-CONDENSATE COATING ON INSIDE OF ROOF



DETAIL "A"



OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: LFV

DRAWN BY: J. SHOUP

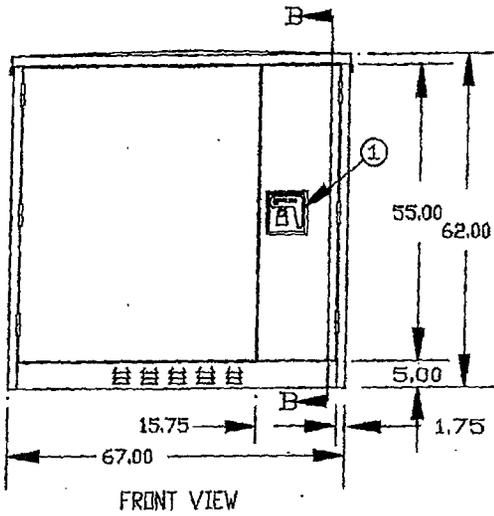
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NO SCALE

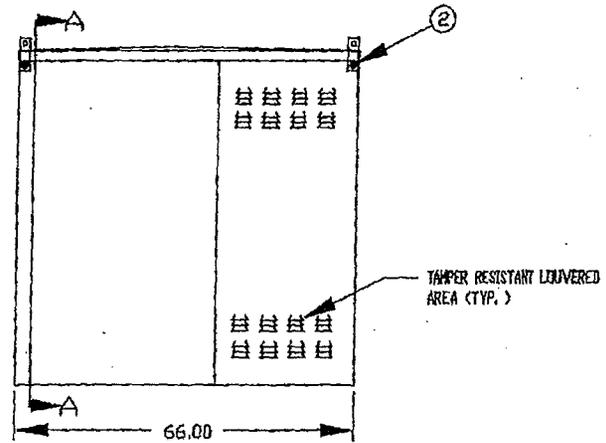
J-4.0.5

MALTON 15KV, 200A, 95KV BIL, 1200KVAR
PAD-MOUNTED CAPACITOR BANK

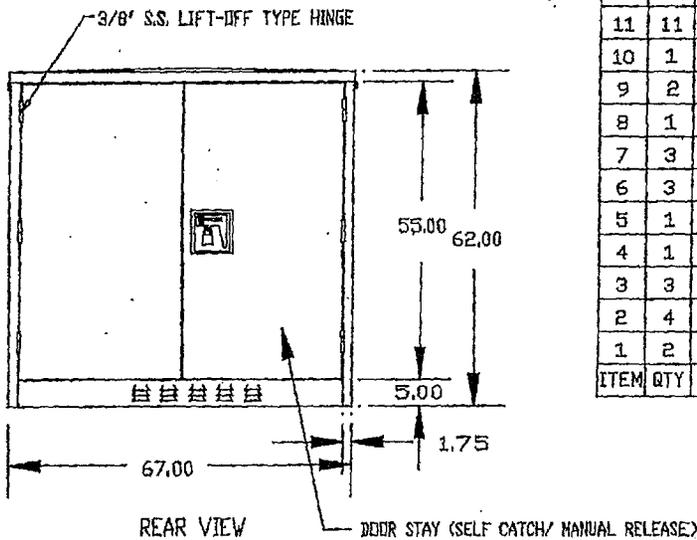
J-4.0.5



FRONT VIEW



RIGHT SIDE VIEW



REAR VIEW

ITEM	QTY	DESCRIPTION
16	1	4-POINT TERMINAL BLOCK
15	3	CAPACITORS, 400 KVAR, 7620V, 95KV BIL, 1-BUSHING COPPER HCEP170B7FA OR EQUAL IS
14	3	FUSE MOUNTING COPPER TYPE NX - CODE 6 V/80A X-LIMITER FUSE 15KV
13	1	INNER DOOR BARRIER - CLEAR LEXAN
12	LOT	#2 FLEXIBLE COPPER WIRE
11	11	INSULATOR 25KV, 125KV BIL
10	1	MANUFACTURERS NAMEPLATE
9	2	GROUNDING STRAPS
8	1	METER SOCKET 100 AMP, 4-TERMINAL, RING TYPE
7	3	PARKING STAND
6	3	BUSHING WELL 200AMP, 25KV, 125KV BIL
5	1	1/4" CLEAR LEXAN WINDOW (REMOVABLE TO ACCESS FUSES)
4	1	POTENTIAL TRANSFORMER, SINGLE BUSHING, 6351 KVA - INTERNALLY FUSED IS
3	3	VACCUUM SWITCH, 200A, 15KV, 3-PIN CONTROL, MANUAL TRIP JOSLYN VERSAVAC IS
2	4	5/8-11 UNC THREADED INSERTS WITH REMOVABLE LIFTING TABS
1	2	HANDLE ASSY. W/ S.S. HEX BOLT, 3-PT. LATCHING

NOTES:

1. MATERIAL IS 12 GA. OR 11 GA. (.105) STEEL - AS SPECIFIED
2. STEEL IS PHOSPHATE TREATED FOR PAINT ADHESION
3. ENCLOSURE IS PAINTED WITH MALTON 'POLYMAX PLUS' FINISHING PROCESS TO MEET ANSI/EEL PERFORMANCE GUIDELINES
PAINT COLOR: HUNSELL 7GY3.29/15 GREEN.
4. ENCLOSURE CONSTRUCTION TO MEET THE LATEST ANSI STANDARD C57.1228

A		TG		ADDED H & S #		TOLERANCE UNLESS NOTED	
REV	DATE	BY	DESCRIPTION	XXX	±.010	XX	±.02
	04/05/00						

F P L
OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: LFV

DRAWN BY: J. SHOUP

DATE: 07/26/01 APPROVED: J.J. MCEVOY

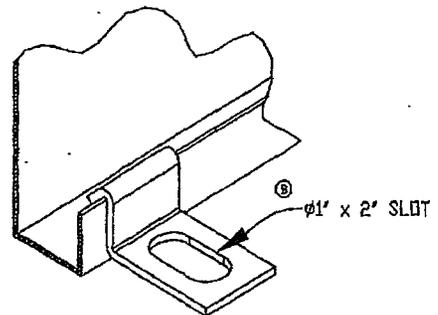
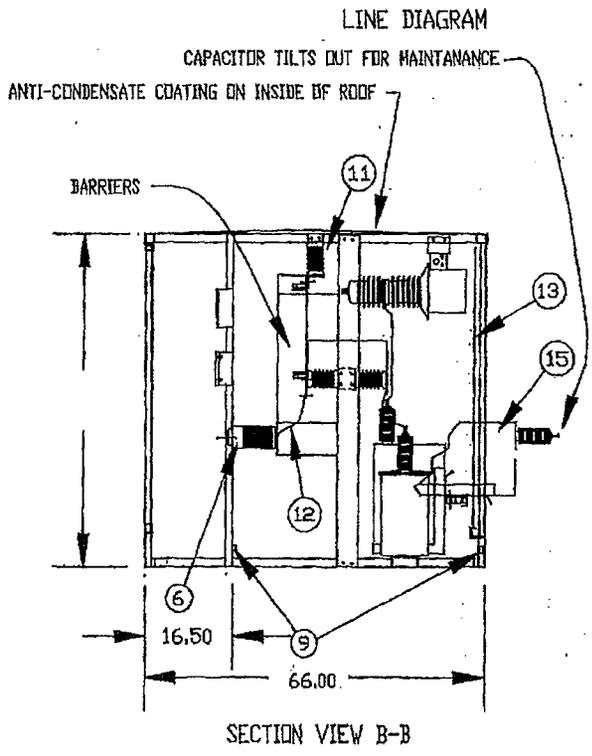
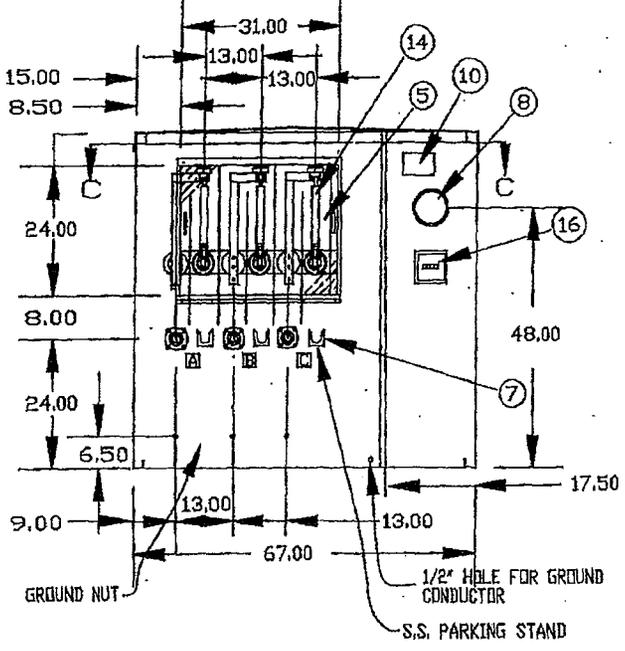
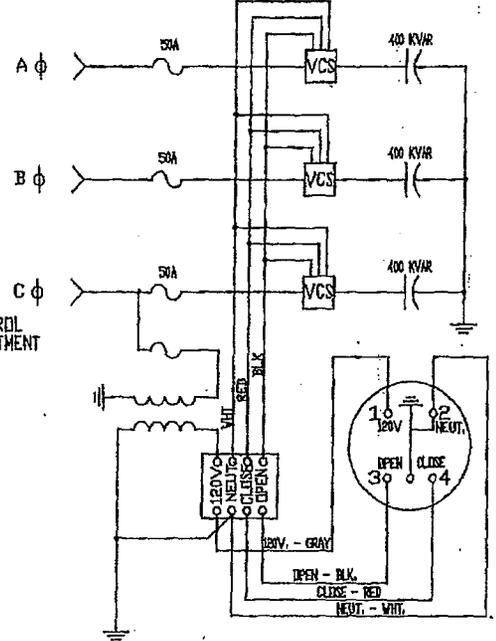
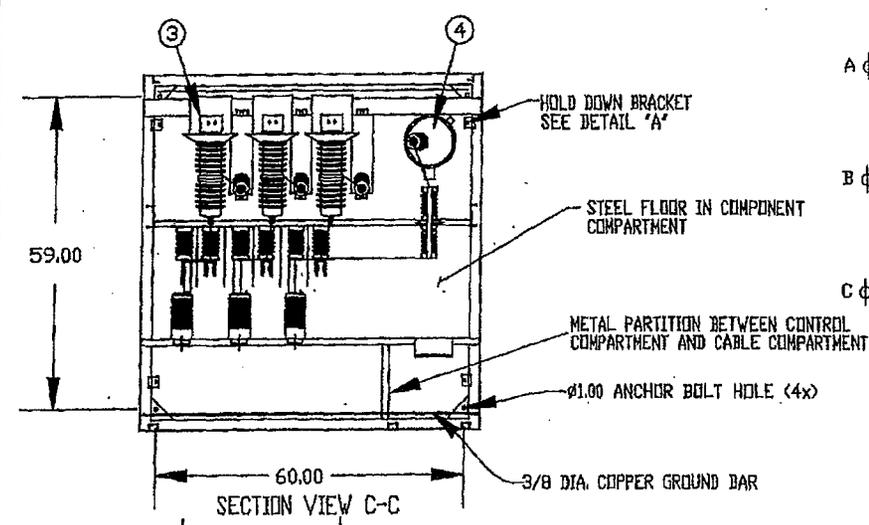
SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

NO SCALE

J-4.0.6

MALTON 15KV, 200A, 95KV BIL, 1200KVAR PAD-MOUNTED CAPACITOR BANK

J-4.0.6



F P L
OH & UG DISTRIBUTION SYSTEM STANDARDS

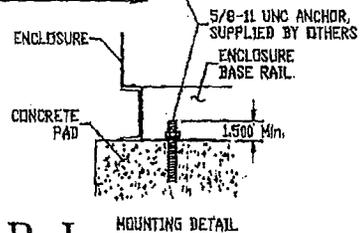
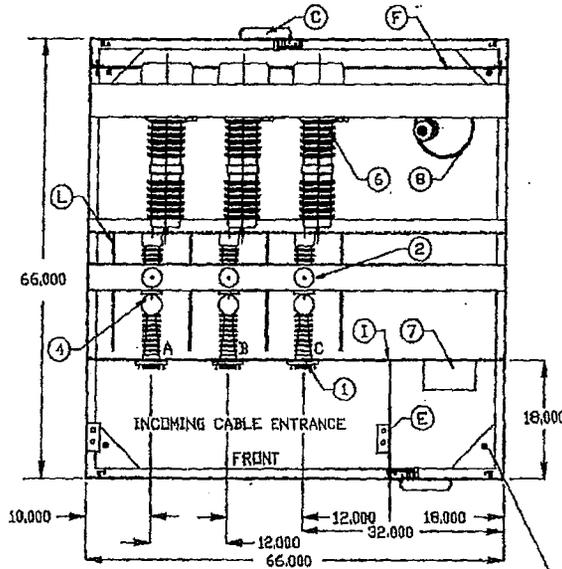
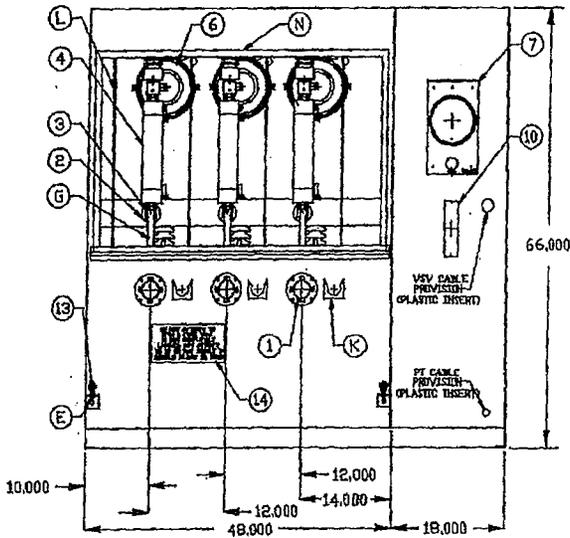
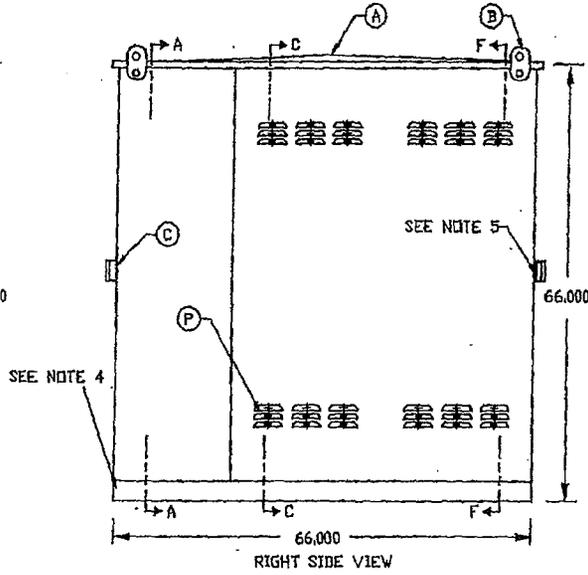
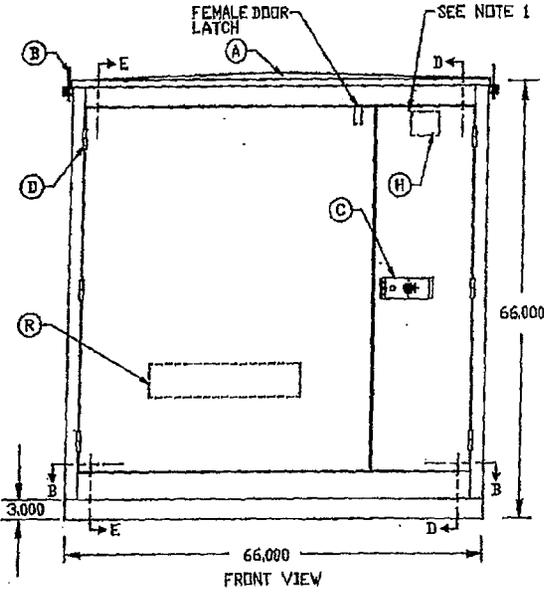
ORIGINATOR: L F V DRAWN BY: J. SHOUP

DATE: 07/28/01 APPROVED: J.J. MCEVOY NO SCALE
SUPERVISOR, OH/UG PRODUCT

J-4.0.7

SHALLBETTER 25KV, 125KV BIL, 1200KVAR,
DEAD-FRONT, PAD-MOUNTED,
CAPACITOR BANK

J-4.0.7



OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: LFV

DRAWN BY: J. SHOUP

DATE: 07/26/01

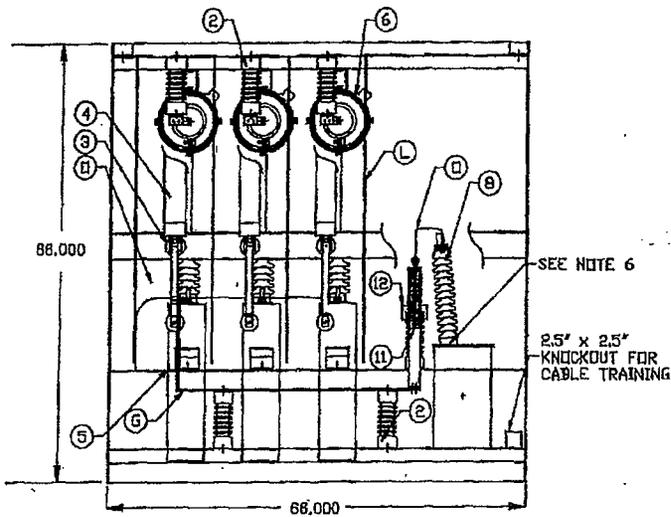
APPROVED: J.J. MCEVOY
SUPERVISOR, OH/UG PRODUCT
SUPPORT SERVICES

NO SCALE

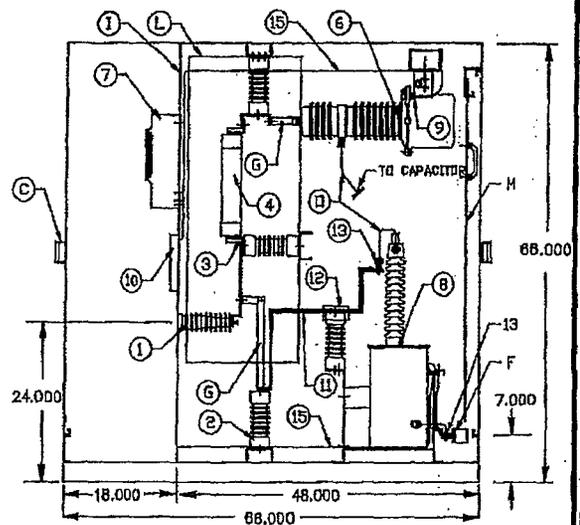
J-4.0.8

SHALLBETTER, 25KV, 125KV BIL, 1200KVAR
DEAD-FRONT, PAD-MOUNT, CAPACITOR BANK

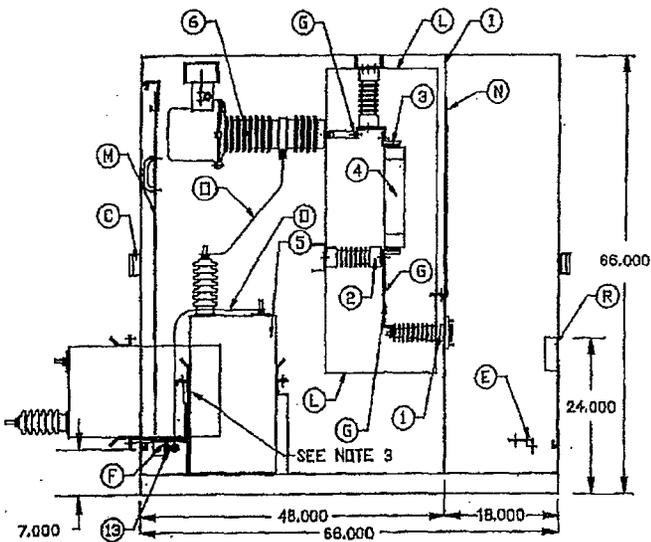
J-4.0.8



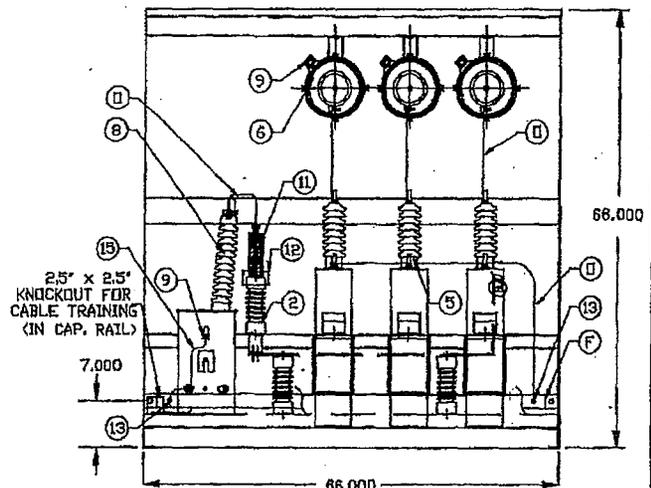
SECTION C--C



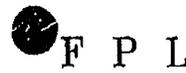
SECTION D--D



SECTION E--E



SECTION F--F



OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: LJV

DRAWN BY: J. SHOUP

DATE: 07/26/01 APPROVED: J.J. MCEVOY
SUPERVISOR, OH/UG PRODUCT

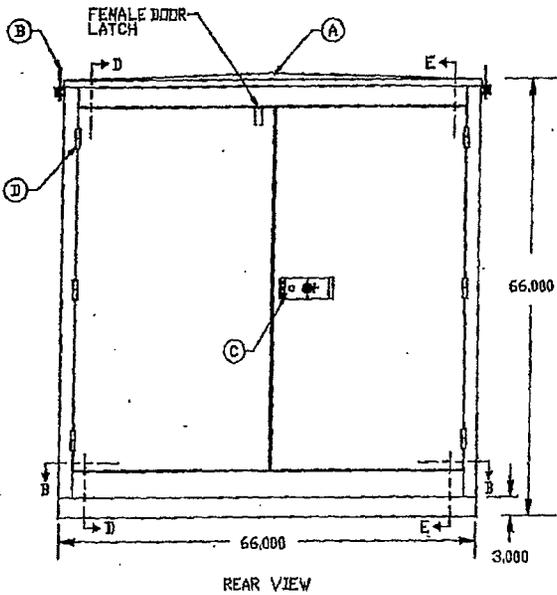
NO SCALE

J

J-4.0.9

SHALLBETTER, 25KV, 125KV BIL, 1200KVAR,
DEAD-FRONT, PAD-MOUNT,
CAPACITOR BANK

J-4.0.9



REAR VIEW

SYSTEM RATING

NOMINAL SYSTEM VOLTAGE	23/13.28 KV GROUNDED WYE
MAXIMUM DESIGN VOLTAGE	25 KV
BASIC INSULATION LEVEL (BIL)	125 KV
CONTINUOUS CURRENT	200 AMP
FUSE TYPE	NX CURRENT-LIMITING
FUSE RATING, MAXIMUM	200E AMP
FUSE INTERRUPTING, SYMMETRICAL	9,400 AMP
KVAR	1200
PHASE	THREE
HERTZ	60 HZ.
WEIGHT	2,150 Lbs.
CATALOG NUMBER	SOBD-P332612000SW-GA-FPL

CONSTRUCTION NOTES

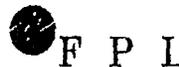
- *NEMA TYPE 3R, 11 GAUGE GALVANNEAL, WELDED CONSTRUCTION, WELDS AND SEAMS GROUND SMOOTH.
- *FINISH COAT IS MUNSELL No. 76Y 9.29/1.5, GREEN. PAINT FINISH MEETS OR EXCEEDS A.N.S.I. C57.12.28-1988 PAINT SPECIFICATIONS FOR PAD-MOUNT EQUIPMENT ENCLOSURE INTEGRITY.
- *ENCLOSURE TO HAVE A 3" 304L STAINLESS STEEL FORMED CHANNEL BASE.

FEATURES

- ACROSS KINKED ROOF FOR ADDED STRENGTH AND PREVENTING STANDING MOISTURE.
- BREMOVABLE LIFTING PLATES WITH BLIND MOUNTING HOLES.
- CSBI'S 'SENTRY LATCH' 3-POINT POSITIVE LATCH MECHANISM, SECURED AND OPERATED BY 1/2"-TURN, CAPTIVE, RECESSED HEX-HEAD BOLT AND SHIELDED PADLOCK SHACKLE.
- HINGE, LOOSE JOINT PIN, 304L STAINLESS STEEL, SOLID WELDED TO DOOR AND CABINET, ALLOWS DOORS TO BE REMOVED IN THE OPEN POSITION ONLY.
- FRONT GROUND PADS, 304L STAINLESS STEEL, WITH 1/2"-13 UNC THREADED HOLE FOR CUSTOMER SUPPLIED GROUND CONNECTORS. PADS ARE UNPAINTED AND WELDED TO ENCLOSURE.
- FRONT GROUND BUS, FULL LENGTH, CONTINUOUS, SILVER PLATED COPPER, SUPPORTED WITH UNPAINTED, STAINLESS STEEL GROUND PADS WELDED TO ENCLOSURE.
- GBUS BAR, SILVER PLATED COPPER, FREE OF SHARP EDGES OR BURRS.
- MANUFACTURE'S DATA PLATE, CONTAINS INFORMATION LISTED UNDER SYSTEM RATING, NON-CORROSIVE, PERMANENTLY STAMPED AND ATTACHED TO ENCLOSURE.
- EQUIPMENT WALL, FULL HEIGHT.
- DOOR STAYS (RETAINED) HOLD DOORS IN 90°, 110°, OR 140° OPEN POSITION.
- PARKING STANDS, 14 GAUGE 304L STAINLESS STEEL, WELDED TO EQUIPMENT WALL.
- BARRIERS, 3/16" GPD-3, GLASS REINFORCED POLYESTER.
- COMPARTMENT BARRIER, 1/4" LEXAN, CLEAR POLYCARBONATE, REMOVABLE, WITH NON-CONDUCTIVE HANDLES.
- NEUSE ACCESS BARRIER, 1/4" CLEAR POLYCARBONATE (LEXAN), SECURED WITH 3/4 TURN FASTENERS.
- COPPER ROD, HARDDRAWN 3/8" DIA.
- PSCREENED, TAMPER PROOF LOUVERS.
- RSARE FUSE POCKET

SPECIAL NOTES FOR MANUFACTURER ONLY:

- 1NO SIGNS OR LABELS TO BE ON ANY EXTERIOR PART OR INTERIOR DOORS OF ENCLOSURE, PER FPL SPEC. (SBI DATA PLATE WILL BE ON INTERIOR OF FRONT MALE DOOR).
- 2NO HIGH VOLTAGE CABLE TO BE USED ON ANY PART OF THIS GEAR. ALL HV ELECTRICAL CONNECTIONS TO BE MADE WITH HARDDRAWN BUS OR ROD.
- 3THIS ENCLOSURE UTILIZES A TILT-OUT CAPACITOR RACK. CAPACITORS TO BE ABLE TO INDIVIDUALLY TILTED OUT AT 90°.
- 4ENCLOSURE BOTTOM CHANNEL TO BE A 3" FORMED 304L STAINLESS STEEL CHANNEL.
- 5DOOR LATCH HAS A HEX HEAD BOLT.
- 6POTENTIAL TRANSFORMER IS INTERNALLY FUSED.
- 7THESE NOTES ARE FOR MANUFACTURER ONLY.



OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: LFV

DRAWN BY: J. SHOUP

DATE: 07/26/01 APPROVED: J.J. MCEVOY

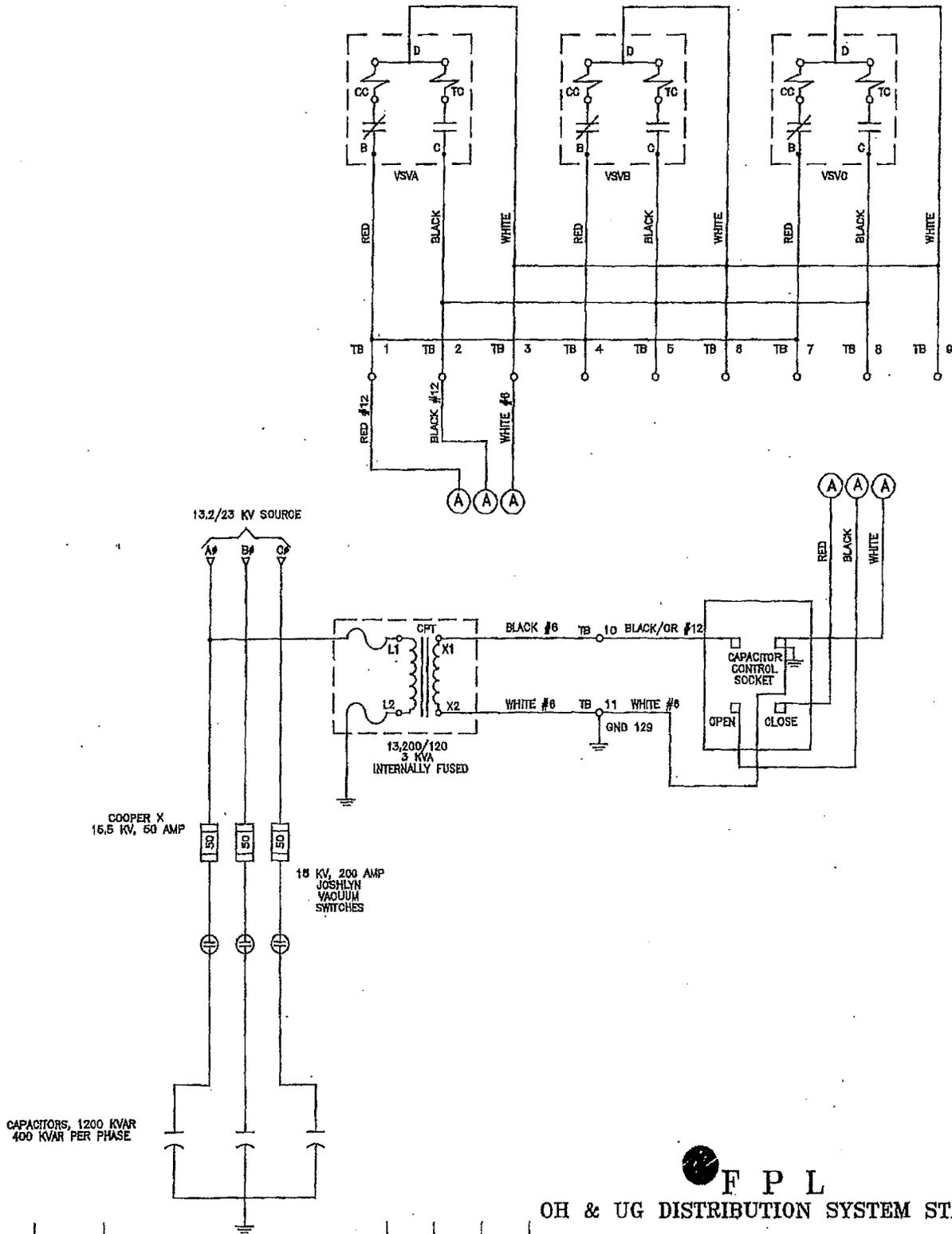
SUPERVISOR, OH/UG PRODUCT

NO SCALE

J-4.0.10

SHALLBETTER 25 KV, 1200 KVAR PAD-MOUNTED CAPACITOR BANK

J-4.0.10



ORIGINATOR: L F V

DRAWN BY: J. SHOUP

DATE: 07/26/01

APPROVED: J.J. MCEVOY

SUPERVISOR, OH/UG PRODUCT

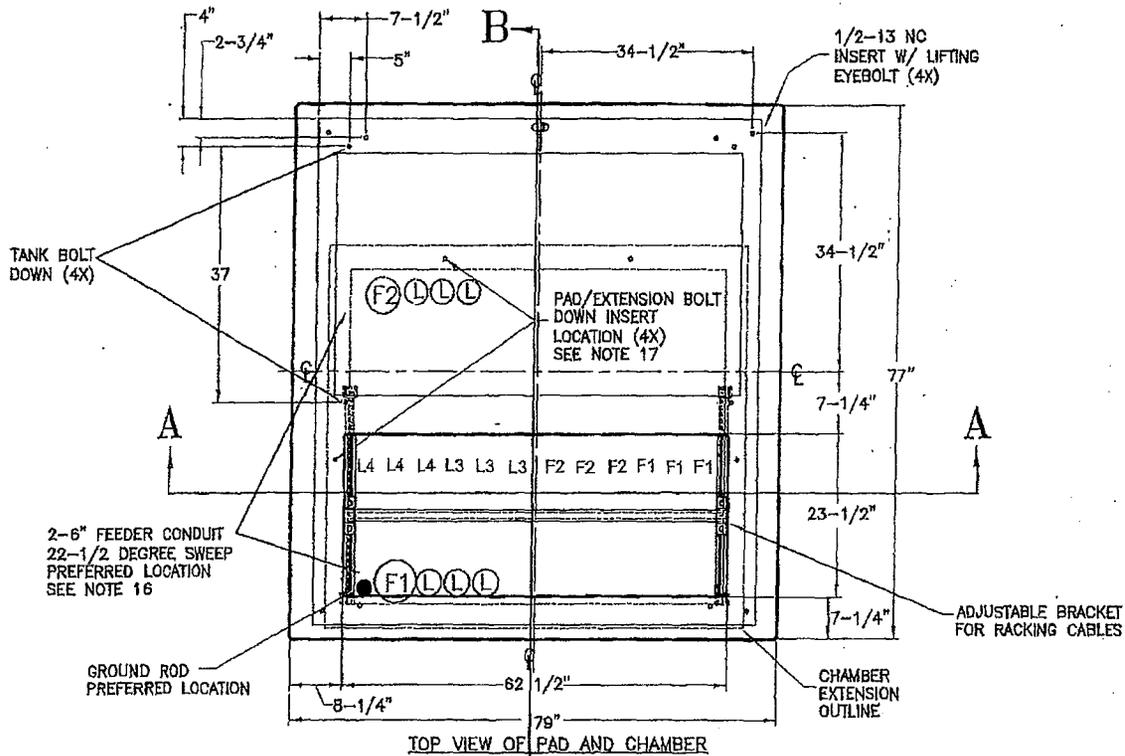
NO SCALE

C-46.0.0

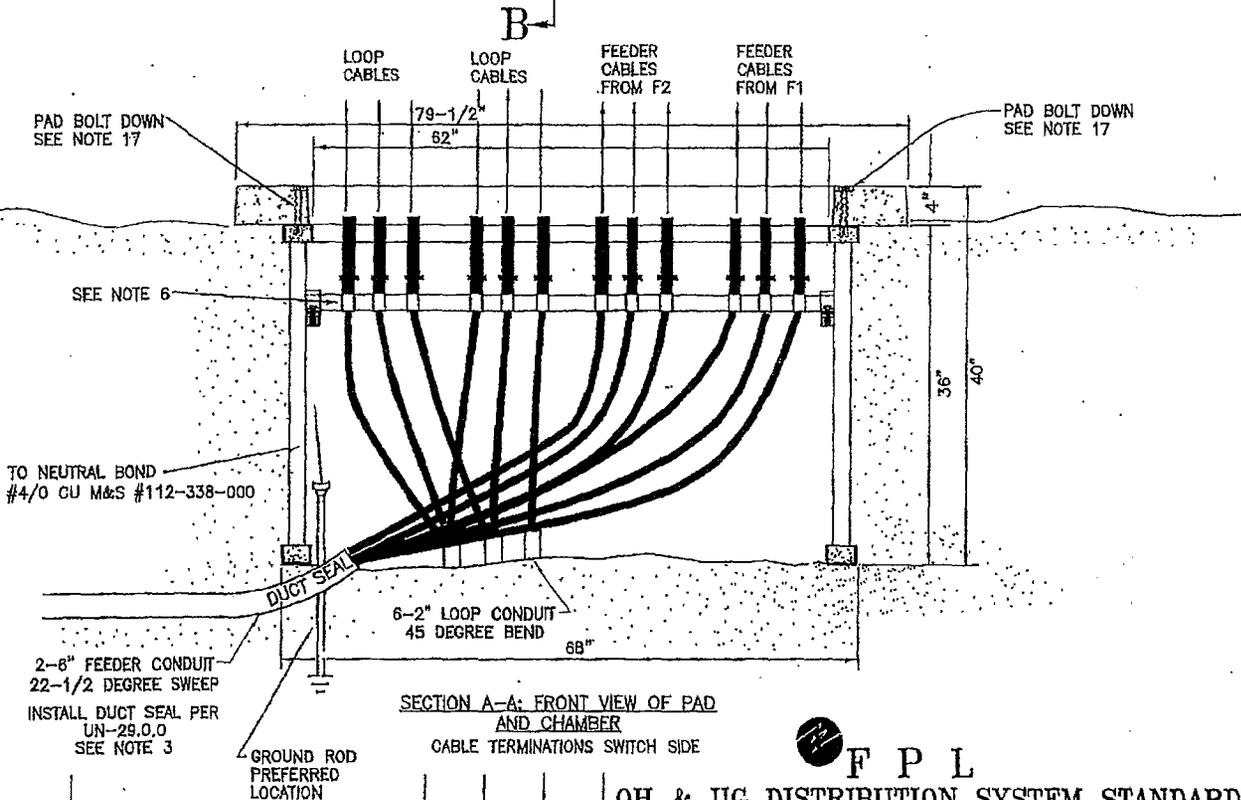
TYPICAL INSTALLATION OF 25KV S&C VISTA THREE PHASE SWITCH FOR USE IN 13KV OR 23KV BELOW GRADE AND PAD MOUNTED APPLICATIONS

C-46.0.0

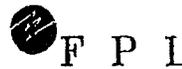
TYPICAL BUSHING POSITION ON VISTA SWITCH MODEL 422 SHOWN
F=FEEDER L=LATERAL



TOP VIEW OF PAD AND CHAMBER



SECTION A-A: FRONT VIEW OF PAD AND CHAMBER
CABLE TERMINATIONS SWITCH SIDE



OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: A. PANTOURIS

DRAWN BY: E. SCHILLING

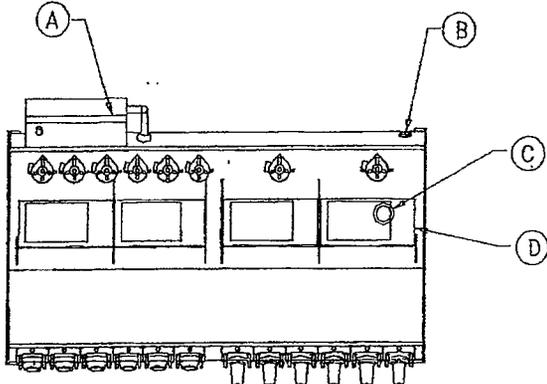
C-46.0.1

TYPICAL INSTALLATION OF 25KV S&C VISTA
THREE PHASE SWITCH FOR USE IN 13KV OR 23KV
BELOW GRADE AND PAD MOUNTED APPLICATIONS

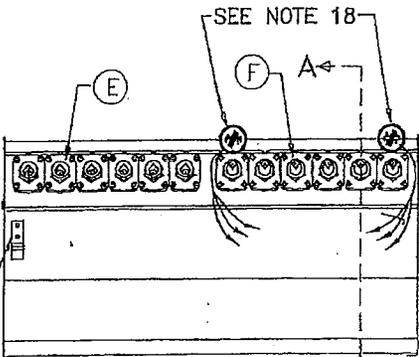
C-46.0.1

TYPICAL VISTA SWITCH MODEL 422 SHOWN

TOP VIEW OPERATION SIDE



TOP VIEW TERMINATION SIDE



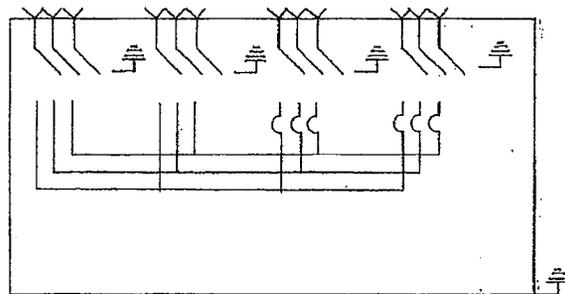
FRONT VIEW TERMINATION SIDE

A ←

FEATURES IN THIS ASSEMBLY

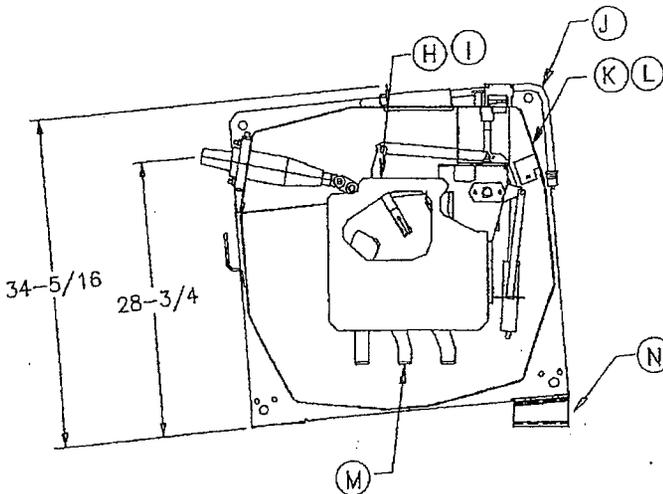
- A. OVERCURRENT CONTROL
- B. GAS FILL PORT
- C. PRESSURE GAUGE
- D. WINDOW FOR VIEWING OPEN GAP AND GROUNDED POSITION OF LOAD-INTERRUPTER SWITCH OR FAULT INTERRUPTER
- E. 200-AMPERE BUSHING-WELLS FOR FAULT-INTERRUPTER
- F. 600-AMPERE BUSHINGS FOR LOAD-INTERRUPTER SWITCH
- G. TWO-HOLE GROUND PAD
- H. 600-AMPERE THREE-POLE LOAD-INTERRUPTER SWITCH WITH GROUND POSITION
- I. OPERATING MECHANISM
- J. MANUAL OPERATING HANDLE
- K. NAMEPLATE
- L. SUBMERSIBLE SF6-INSULATED TANK
- M. 600-AMPERE ALUMINUM BUS
- N. BASE BRACKET

TERMINATION SIDE

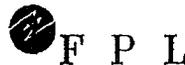


OPERATION SIDE

CONNECTION DIAGRAM



SECTION A-A: FEEDER SWITCH



OH & UG DISTRIBUTION SYSTEM STANDARDS

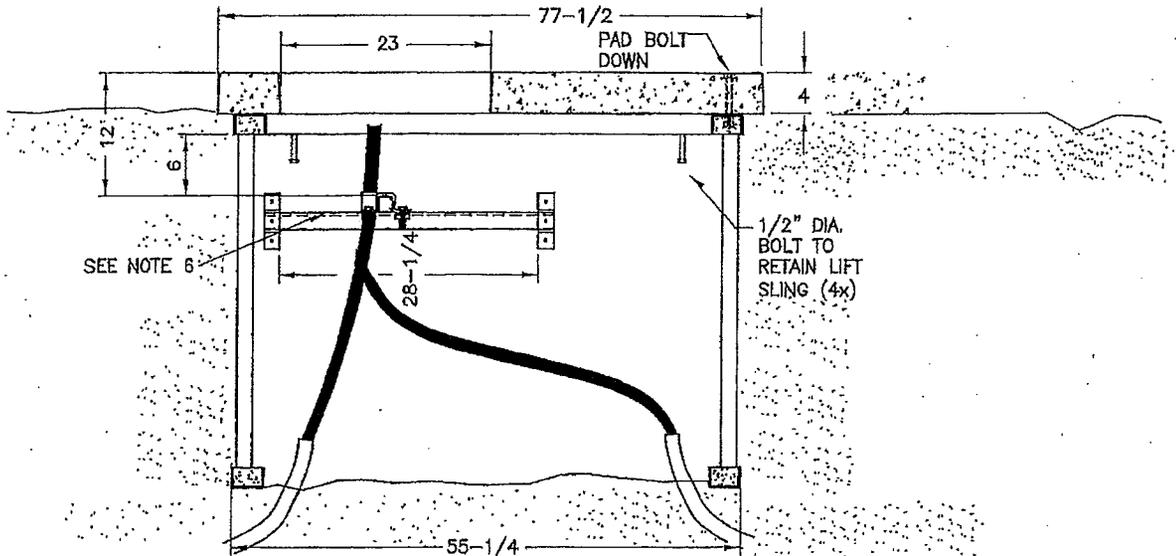
ORIGINATOR: A. PANTOURIS

DRAWN BY: E. SCHILLING

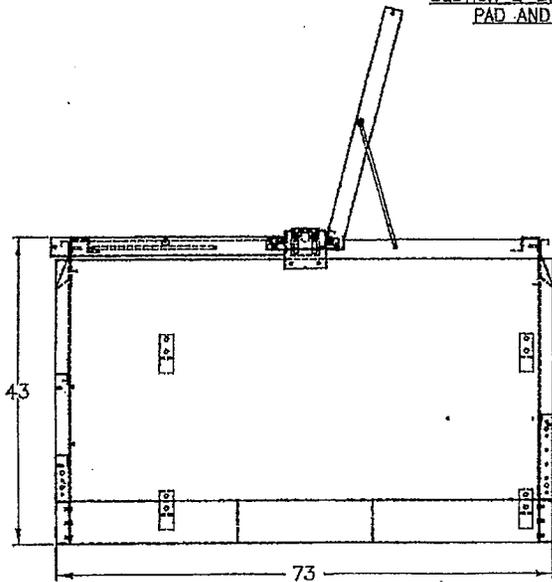
C-46.0.3

TYPICAL INSTALLATION OF 25KV S&C VISTA
THREE PHASE SWITCH FOR USE IN 13KV OR 23KV
BELOW GRADE AND PAD MOUNTED APPLICATIONS

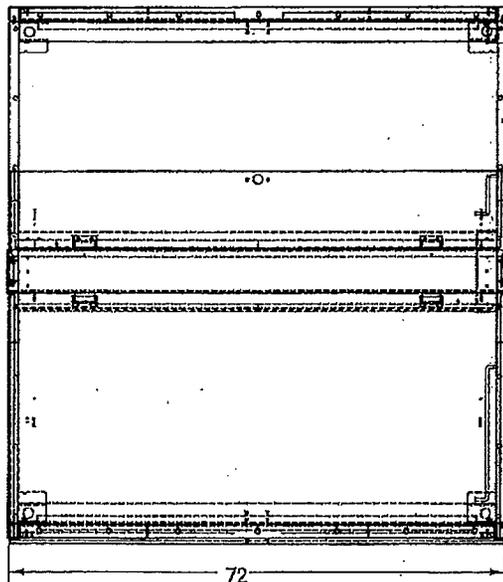
C-46.0.3



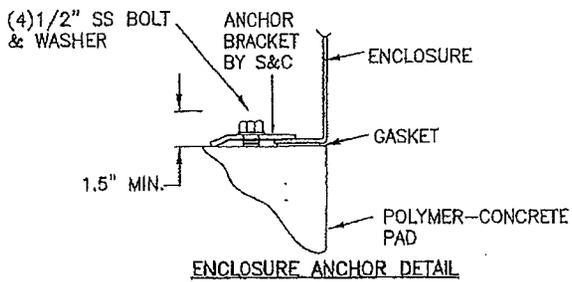
SECTION B-B: SIDE VIEW OF
PAD AND CHAMBER



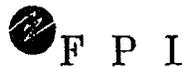
SWITCH ENCLOSURE SIDE VIEW



SWITCH ENCLOSURE TOP VIEW



ENCLOSURE ANCHOR DETAIL

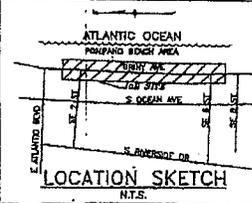


OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: A. PANTOURIS

DRAWN BY: E. SCHILLING

UNDESIRABLE 12KV FUTURE 23KV 23KV SALT SPRAY AVIAR AREA



The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

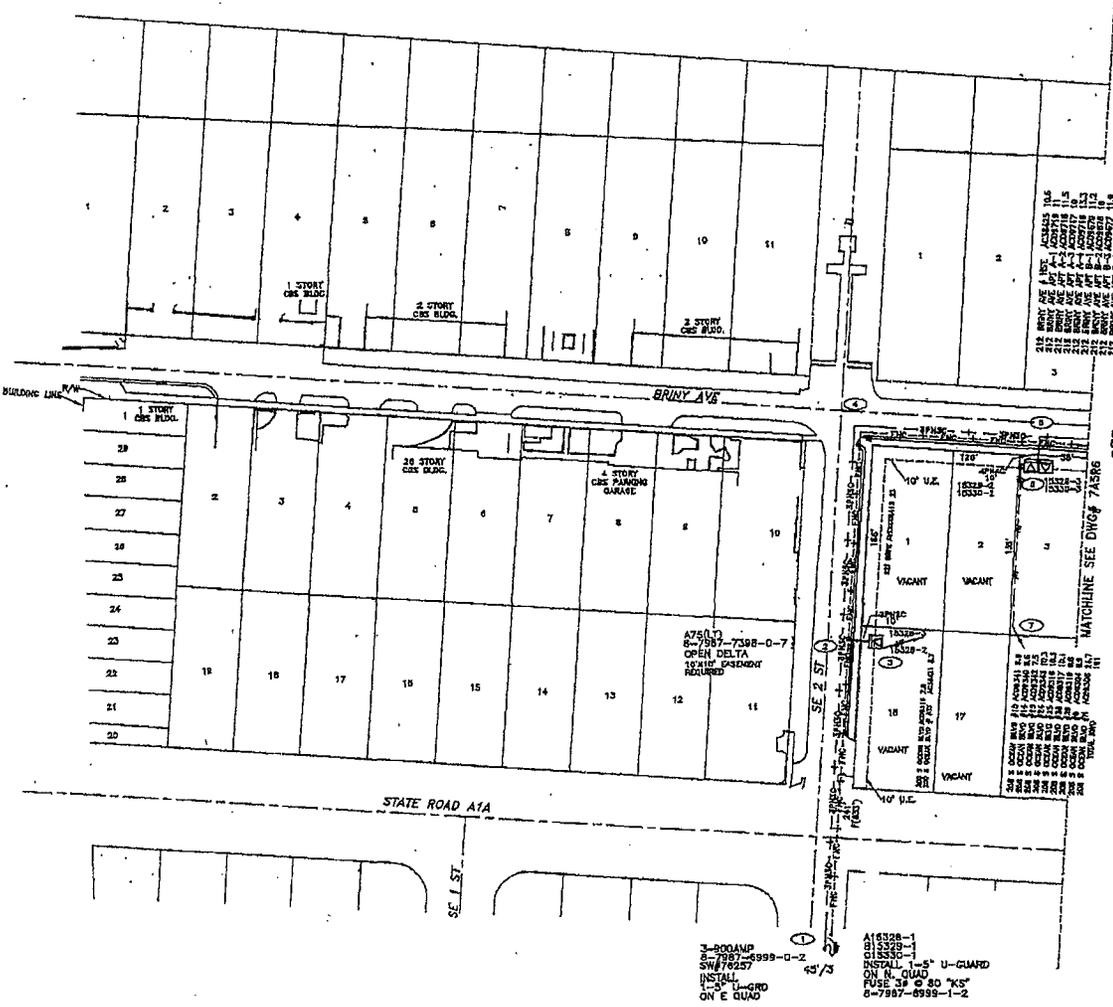
Ground Rod Information		Facilities (Other)
Location	Facilities Rod Installed	

ATTENTION
ROW AGREEMENT

IMPORTANT
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY HOLDING FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE LOCATED, UNBARRICAD, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EXISTENCE THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REBURIED FPL FOR ANY COSTS TO LOCATE, EXPOSE, PROTECT OR SUPPORT THE FACILITIES. IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES, REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM: DOC FILES/GO FOR FURTHER DETAILS.

CONSTRUCTION NOTES - WFL 488334
 REQUIRED DIMENSIONS
 7'x3" TUBES
 7'x3" TUBES
 7'x3" TUBES
 7'x3" TUBES
STANDARD NOTES
 ALL CABLES AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER
 CABLE IDENTIFY CABLE PAIR DISTANCE
 UNDERGROUND CONDUITS ARE TO BE LOCATED FROM TO ONSHORE
 INSTALL INSURAL BOND FOR COMMUNICATION COMPANIES AT ALL SINGLE PHASE
 TRANSFORMERS PER O.C.S. 0-11.2.0
 UTILITY CONTACT LIST
 CALL SURVEYOR 1-800-432-4770

REFERENCE DWG'S
 7A5R6
 7A554



3-ROOPLAND
 8-7987-6998-0-2
 SW#16257
 INSTALL
 1-5" U-GND
 ON E QUAD

A15328-1
 B15330-1
 C15332-1
 INSTALL 1-5" U-GUARD
 ON N. QUAD
 FUSE 30 @ 20 "KSP
 8-7987-6998-1-2

DATE: 1/10/13
 DRAWN: J. TORRES/AL
 CHECKED: J. TORRES/AL
 DATE: 2/12/13
 MAP NO. 0-0542
 SCALE: 30' = 1"

AS-BUILT	AUTH	NO.	DATE	REVISION
488334	1	06/10/13		FULL FR/FR CBS, INST VISTA CABINETS, INSTALL PADS, & PMTXS

FULL FR/FR CBS, INST VISTA CABINETS, INSTALL PADS, & PMTXS

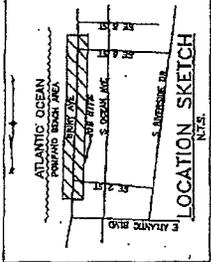
AS-BUILT COPY	AS-BUILT CREW PRINT	Completed	<input type="checkbox"/> YES <input type="checkbox"/> NO	Survey/Block	<input type="checkbox"/> YES <input type="checkbox"/> NO	Work with SHOT	<input type="checkbox"/> YES <input type="checkbox"/> NO
Job CERTIFIED COMPLETED	as shown on this AS-BUILT print	Tree Work	<input type="checkbox"/> YES <input type="checkbox"/> NO	Design/Block	<input type="checkbox"/> YES <input type="checkbox"/> NO	OT/Speed Mtg	<input type="checkbox"/> YES <input type="checkbox"/> NO
Material changes above on RDS.		Map Posting	<input type="checkbox"/> YES <input type="checkbox"/> NO	Work Point	<input type="checkbox"/> YES <input type="checkbox"/> NO	Block Bank Post	<input type="checkbox"/> YES <input type="checkbox"/> NO
Supervisor's Signature		City	OR. DIST.	COUNTY	STATE	RD	FAA
All material shown here has been shown & verified to be	as shown on this AS-BUILT print	ZIP	OR. DIST.	COUNTY	STATE	RD	FAA
as shown on this AS-BUILT print		City	OR. DIST.	COUNTY	STATE	RD	FAA
Telephone Request	<input type="checkbox"/> YES <input type="checkbox"/> NO	City Request	<input type="checkbox"/> YES <input type="checkbox"/> NO				

DESIGNED BY: J. VAZQUEZ
 DRAWN BY: J. TORRES/AL
 DATE: 2/12/13
 MAP NO. 0-0542

WFL-48, WFL-61, WFL-62, WFL-63
 WFL-48
BRYN AVE CONVERSION
 BRYN AVE BYRN, SE 2 ST & SE 8 ST
 POMPANO BEACH, BROWARD COUNTY, FL
 DWG NO. 488334
 WFL-48-0048-60-334

UNDESIRABLE 1WKY FINING 2WKY 3WKY SALT TREAT AMM AREA

P.L. VISTA DIST. SUB 1		
COMPARTMENT 1	COMPARTMENT 2	COMPARTMENT 3
SW 1/4 Sec 4-3 794454 SOUTH TO VISTA COB. 2 SW 1/4 Sec 4-3 794454	SW 1/4 Sec 5-3 794454 NORTH TO BUTTRESS POLE SW 1/4 Sec 5-3 794454	A1524-4 B1532-3 C1532-3 D1532-3 E1532-3 F1532-3 G1532-3 H1532-3



The location and addresses of any facilities corresponding to a bid or in compliance with any contract. Supplier is responsible for the accuracy of the information shown above and below ground including underground utility facilities.

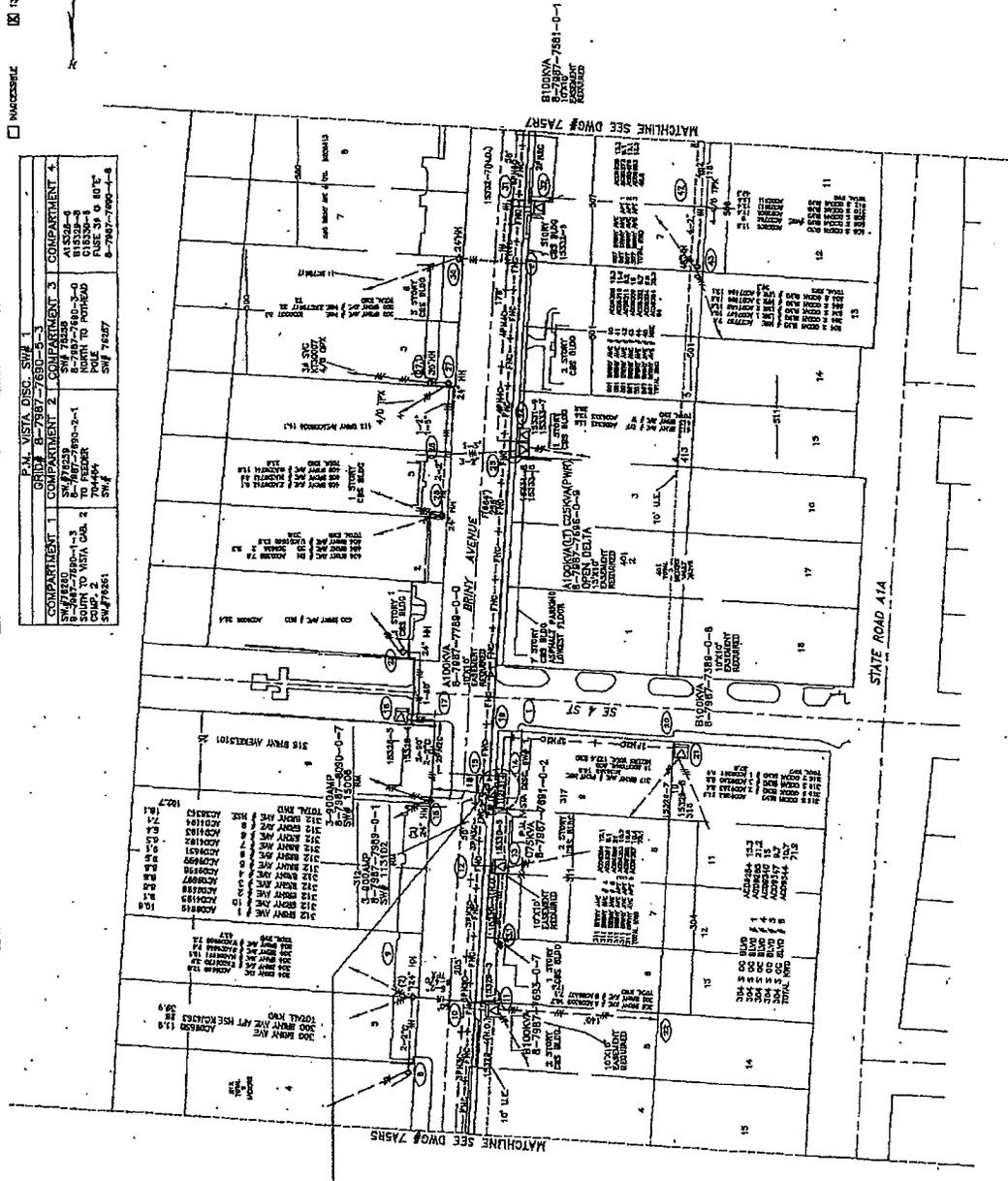
DATE	BY	REVISION

ATTENTION
ROW AGREEMENT

REMARKS: CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ROW AGREEMENTS FROM THE PROPERTY OWNERS AND THE STATE OF FLORIDA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ROW AGREEMENTS FROM THE PROPERTY OWNERS AND THE STATE OF FLORIDA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ROW AGREEMENTS FROM THE PROPERTY OWNERS AND THE STATE OF FLORIDA.

CONSTRUCTION NOTES - 10/14/83
 7AS57
 7AS58
 7AS59
 7AS60
 7AS61
 7AS62
 7AS63
 7AS64
 7AS65
 7AS66
 7AS67
 7AS68
 7AS69
 7AS70

REFERENCE DWG'S
 7AS65
 7AS67
 7AS68



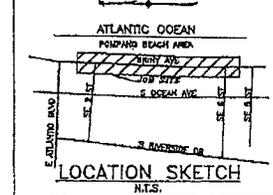
DESIGNED BY I. WATZG	DATE 8/17/83	SCALE AS SHOWN	PROJECT NO. 4860334
DRAWN BY J. WATZG	DATE 8/17/83	SCALE AS SHOWN	PROJECT NO. 4860334
CHECKED BY I. WATZG	DATE 8/17/83	SCALE AS SHOWN	PROJECT NO. 4860334
DATE 8/17/83	SCALE AS SHOWN	PROJECT NO. 4860334	PROJECT NO. 4860334

AS-BUILT COPY
 THIS DRAWING IS THE PROPERTY OF FPL
 AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF FPL
 ANY REVISIONS SHALL BE MADE TO THIS DRAWING BY THE ORIGINAL DESIGNER

DATE: 8/17/83
 TIME: 10:00 AM
 DRAWN BY: J. WATZG
 CHECKED BY: I. WATZG
 PROJECT NO.: 4860334

P.M. VISTA DISC. SW# 2 GRID# 8-7987-7571-5-0			
COMPARTMENT 1	COMPARTMENT 2	COMPARTMENT 3	COMPARTMENT 4
SW#76262 8-7987-7571-1-2 WEST TO VISTA CAB. #3 COMP. 2	SW#76263 8-7987-7571-2-1 NORTH TO VISTA CAB. #1 COMP. 1	A B C FUSE "E" 8-7987-7571-3-9	A15331-1 B15332-1 C15333-1 FUSE 3# @ 60°C 8-7987-7571-4-7

P.M. VISTA DISC. SW# 3 GRID# 8-7987-7071-5-1			
COMPARTMENT 1	COMPARTMENT 2	COMPARTMENT 3	COMPARTMENT 4
SW#76264 8-7987-7071-1-5 EAST TO FMOS# 1 COMP. 1	SW#76265 8-7987-7071-2-3 EAST TO VISTA CAB. #2 COMP. 1	A B C FUSE "E" 8-7987-7071-3-1	A15331-12 B15332-12 C15333-12 FUSE 3# @ 60°C 8-7987-7071-4-0



ATTENTION
ROW AGREEMENT

THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADES, OR OTHERWISE ALTERED. THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT OR REARRANGING. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE, PROTECT OR SUPPORT THE FACILITIES. IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES, REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOO FILES/DO FOR FURTHER DETAILS.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

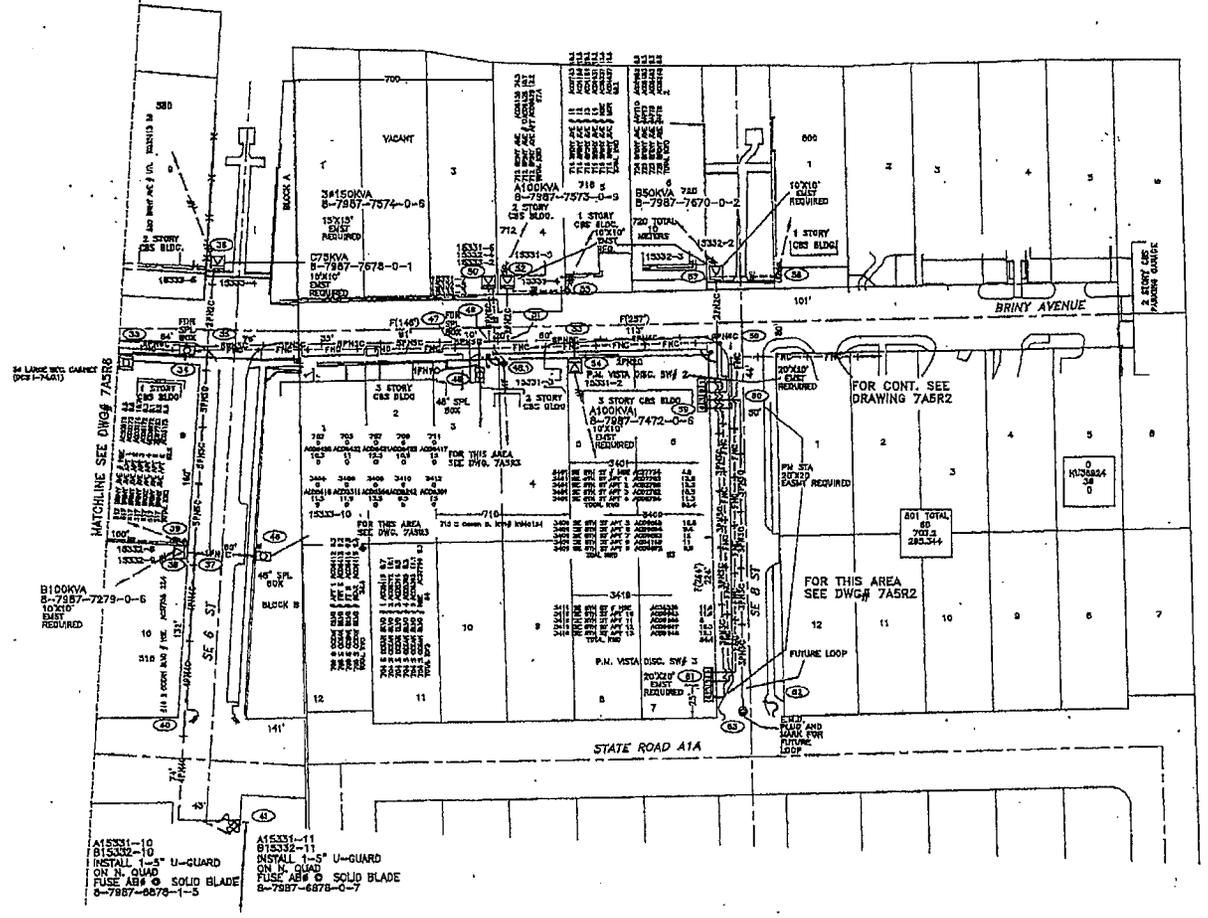
General Field Information		Incidence (Other)
Location	Part of System	

ATTENTION
PLEASE PROVIDE STREET ADDRESSES FOR THIS AREA.

CONSTRUCTION NOTES - WRP 4680334
RECORD DRAWINGS
75687 75688
75689 75690
75691 75692
75693 75694
CALL SURVEYOR 1-800-432-6770

REFERENCE DWG'S

- 75683
- 75686
- 75684



AS-BUILT COPY	AS-BUILT CREW PRINT	Comments	YES <input type="checkbox"/> NO <input type="checkbox"/>	Survey/Checked	YES <input type="checkbox"/> NO <input type="checkbox"/>	Work with SHOR	YES <input type="checkbox"/> NO <input type="checkbox"/>	DESIGNED BY	L. WIZQUEZ	DATE	8/10/15	DRW. NO.	75687
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Metric changes shown on RED.		Drawn/Checked	YES <input type="checkbox"/> NO <input type="checkbox"/>	Transit Feet	YES <input type="checkbox"/> NO <input type="checkbox"/>	City/State/County	FLA	BRAMBY	J. THORNTON				
		Map Feat/mt	YES <input type="checkbox"/> NO <input type="checkbox"/>	CITY	FLA	COUNTY	FLA						
				STATE	FLA	COUNTY	FLA						
				CITY	FLA	COUNTY	FLA						
				STATE	FLA	COUNTY	FLA						
				CITY	FLA	COUNTY	FLA						
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				CITY	FLA	COUNTY	FLA						
				STATE	FLA	COUNTY	FLA						

DATE: 8/10/15

4680334	1	08/16/15
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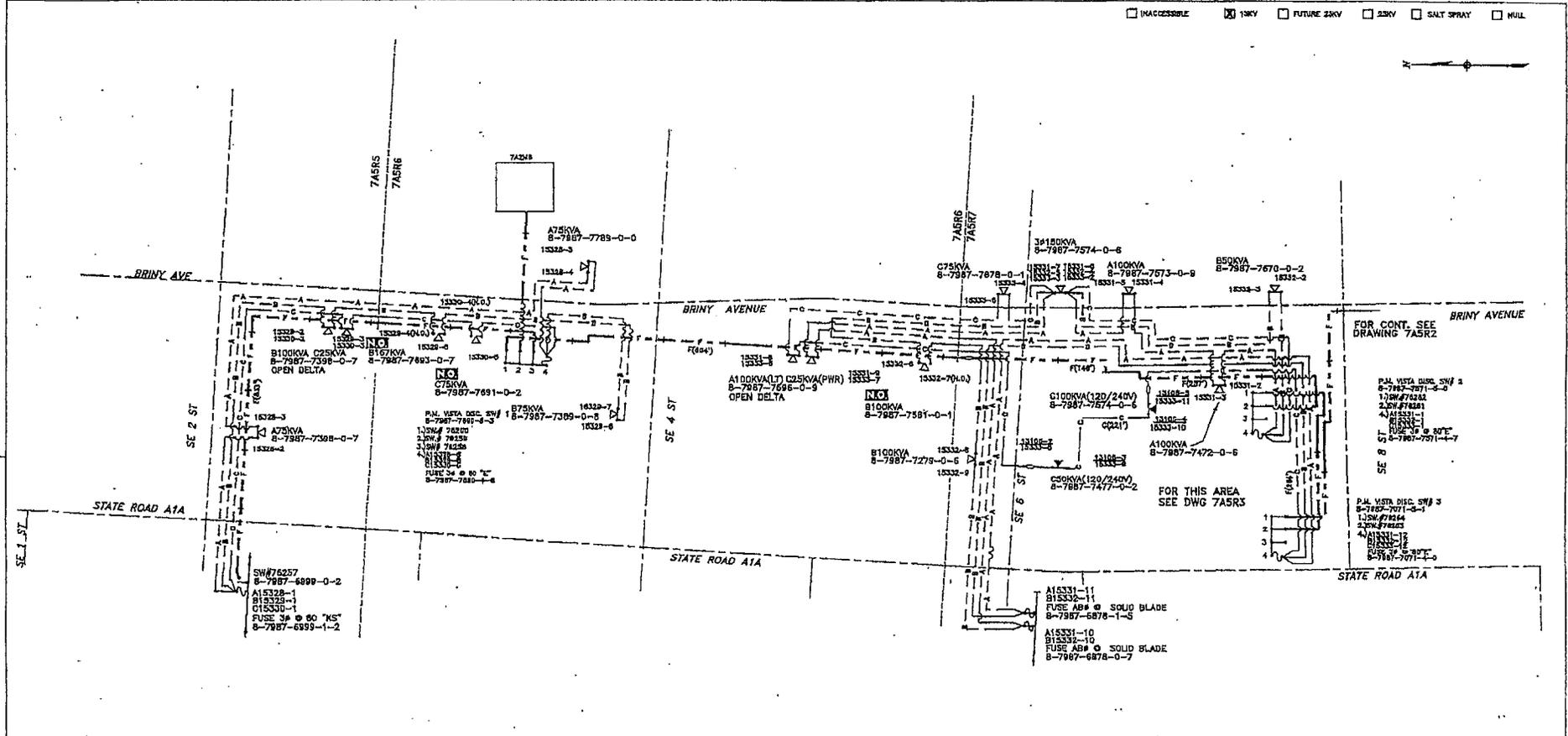
PULL PER/TPR CABLES, INST VISTA CABINETS, INSTALL PADS, & PATCHES
REVISION

ALL TRENCH RECORDS HAVE BEEN SHOWN & YELLOW IS BY WINDY TPL. WINDY TPL. VISIBLE ARE SHOWN AT ALL LOCATIONS.



4680334-D048-60-334

INACCESSIBLE 1KV FUTURE 2KV 2KV SALT SPRAY HULL



FOR CONT. SEE DRAWING 7ASR2

P.M. VISTA DISC SW# 2
 8-7887-7571-0-3
 1.5MVA 271241
 2.5MVA 271221
 4.1MVA 271211
 1. FUSE 3# @ 80 "K"
 8-7887-7511-1-7

P.M. VISTA DISC SW# 3
 8-7887-7571-0-3
 1.5MVA 271244
 2.5MVA 271223
 4.1MVA 271212
 1. FUSE 3# @ 80 "K"
 8-7887-7511-1-3

FOR THIS AREA SEE DWG 7ASR3

ATTENTION
ROW AGREEMENT

DISCLAIMER
 THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE MIND OF THE DUE TO SPECIAL RECORDS BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. THE LOCAL GOVERNMENT OR OTHER PARTY OF THE RECORDS IS BY RECORDS, AGENCY OR PERFORMANCE ANY OF THESE FACILITIES, AS THEY MAY BE INTERFERED OR LACK OF RECORDS, RECORDS OR OTHERWISE ALONG THE LOCAL GOVERNMENT SHALL PROVIDE WITH A SUFFICIENT RECORDS, INCLUDING ANY RECORDS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RECORDS, REVISIONS, OR RECONSTRUCTION. THE LOCAL GOVERNMENT SHALL ALSO REPAIR, IF FOR ANY COSTS TO LOCATE, EXPOSE, PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE FULL ROW AGREEMENT FROM DOC FILE/DO FOR FURTHER DETAILS.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

CONSTRUCTION NOTES - W/F 4800334
 INCLUDES REVISIONS
 7ASR1(01/15)
 7ASR2
 7ASR3
 7ASR4
 7ASR5
 7ASR6
 7ASR7
 7ASR8
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 7ASR100

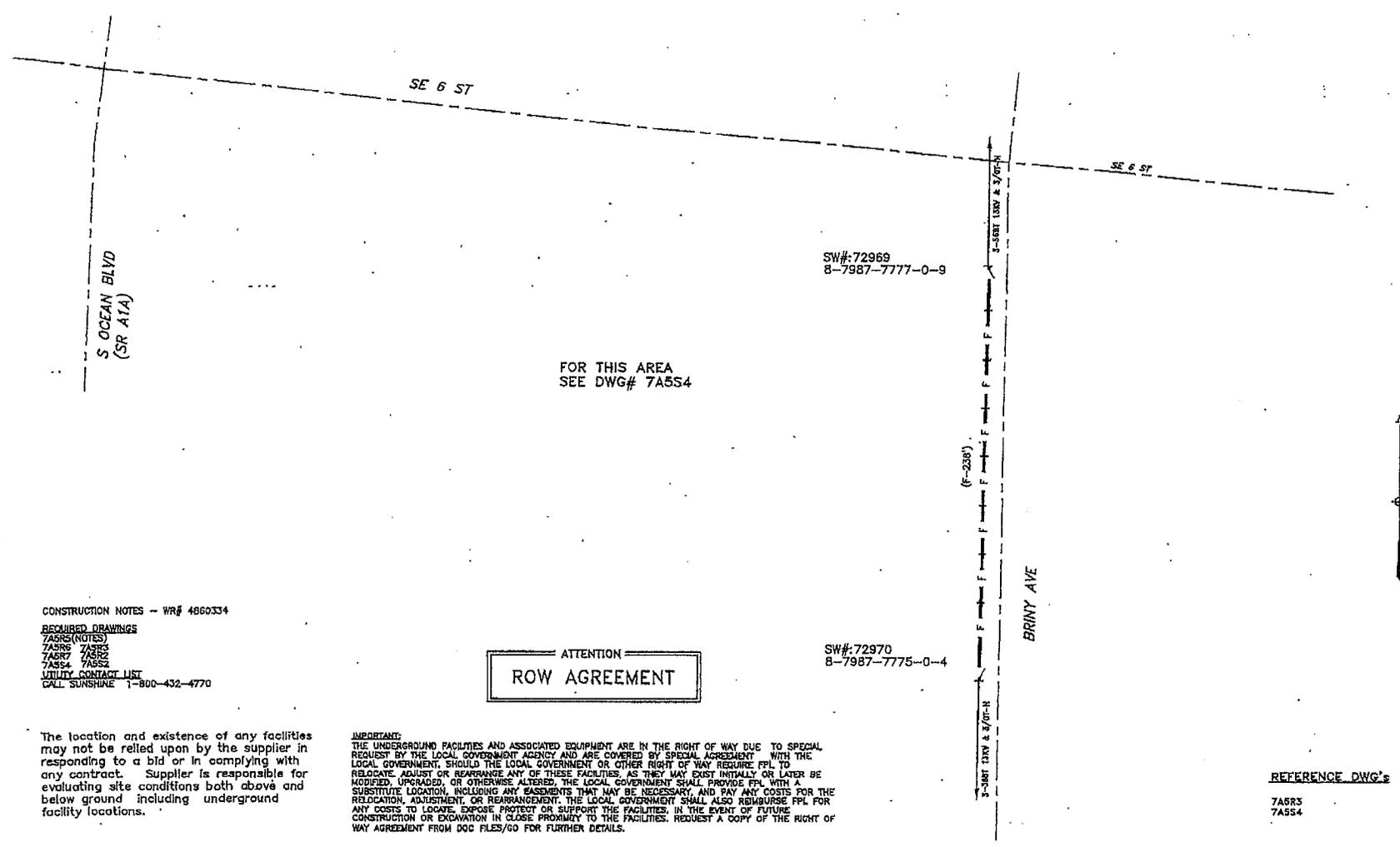
REFERENCE DWG'S

- 7ASR5
- 7ASR3
- 7ASR6
- 7ASR7
- 7ASR2

PLT DWG NO. 4800334
 PLOT DATE: 8/10/15
 PLOT SCALE: 1/8"=1'-0"
 PLOT NUMBER: 003

AS-BUILT COPY		AS-BUILT CREW PRINT		Estimated?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Survey/Status?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Work with SMO?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
REVISED		REVISED		Type Work?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Design/Status?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	City/Spec/Rev?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
MATERIAL CHANGES SHOWN ON NOS.		MATERIAL CHANGES SHOWN ON NOS.		Map Position?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Trench Feet?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Dual Bank Feet?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
4800334		0		8/10/15		FUGL PWR/FDR GRIS, INST VISTA CABINETS, INSTALL PADS, & PINTES		DESIGNED BY		L. VAZQUEZ	
AUTH NO.		NO.		DATE		REVISION		DRAWN BY		J. TORRES/MLR	
								DATE		8/10/15	
								MAP NO.		Q-6342	
								SCALE		0	
								DWG NO.		7AS54	
								PLT NO.		4860334	
								CONTRACT NO.		D048-60-334	

INACCESSIBLE 15KV FUTURE 23KV 23KV SALT SPRAY



PLOT DATE: 10/27/2015 PLOT TIME: 10:28:45 AM CAD NAME: WJR

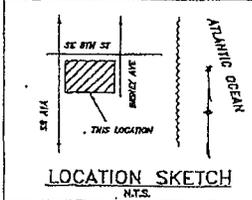
4860334	3	03/09/15	PULL PERMITS FOR SEWER, RISE UP TO CABINETS, INSTALL PUMPS, & PIPES	AS-BUILT COPY	AS-BUILT CREW PRINT	Estimate? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Survey/State? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Work with SMD? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DESIGNED BY E. AUGUSTIN	DATE 03/09/15	MAP NO. 0-0342	DATE NO. 0-0342	DESIGNED BY E. AUGUSTIN	DATE 03/09/15	MAP NO. 0-0342	DATE NO. 0-0342	DESIGNED BY E. AUGUSTIN	DATE 03/09/15	MAP NO. 0-0342	DATE NO. 0-0342
2037784	2	07/05/07	INSTALL 2 BRINY TO SERVICE MYSTIC PALMS	AS-BUILT COPY	AS-BUILT CREW PRINT	Tree Work? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Design/State? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CT/Spec'd Mkt? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DRAWN BY T. COLLINS/H.R.	DATE 03/09/15	MAP NO. 0-0342	DATE NO. 0-0342	DRAWN BY T. COLLINS/H.R.	DATE 03/09/15	MAP NO. 0-0342	DATE NO. 0-0342	DRAWN BY T. COLLINS/H.R.	DATE 03/09/15	MAP NO. 0-0342	DATE NO. 0-0342
4/10/07	1558915	0	08/20/05	INSTALL PH SWS & PULL FOR CABLE	AS-BUILT COPY	Mop Posting? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Trench Feet	Quiet Bank Feet	DESIGNED BY E. AUGUSTIN	DATE 03/09/15	MAP NO. 0-0342	DATE NO. 0-0342	DESIGNED BY E. AUGUSTIN	DATE 03/09/15	MAP NO. 0-0342	DATE NO. 0-0342	DESIGNED BY E. AUGUSTIN	DATE 03/09/15	MAP NO. 0-0342	DATE NO. 0-0342
AS-BUILT	AUTH NO.	NO.	DATE	REVISION	AS-BUILT COPY	AS-BUILT CREW PRINT	Estimated by	Telephone Request? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CATY Request? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO											

700 BRINY AVE
POMPAHO BEACH/BROWARD COUNTY, FL
7A5S2
4860334
D048-60-334

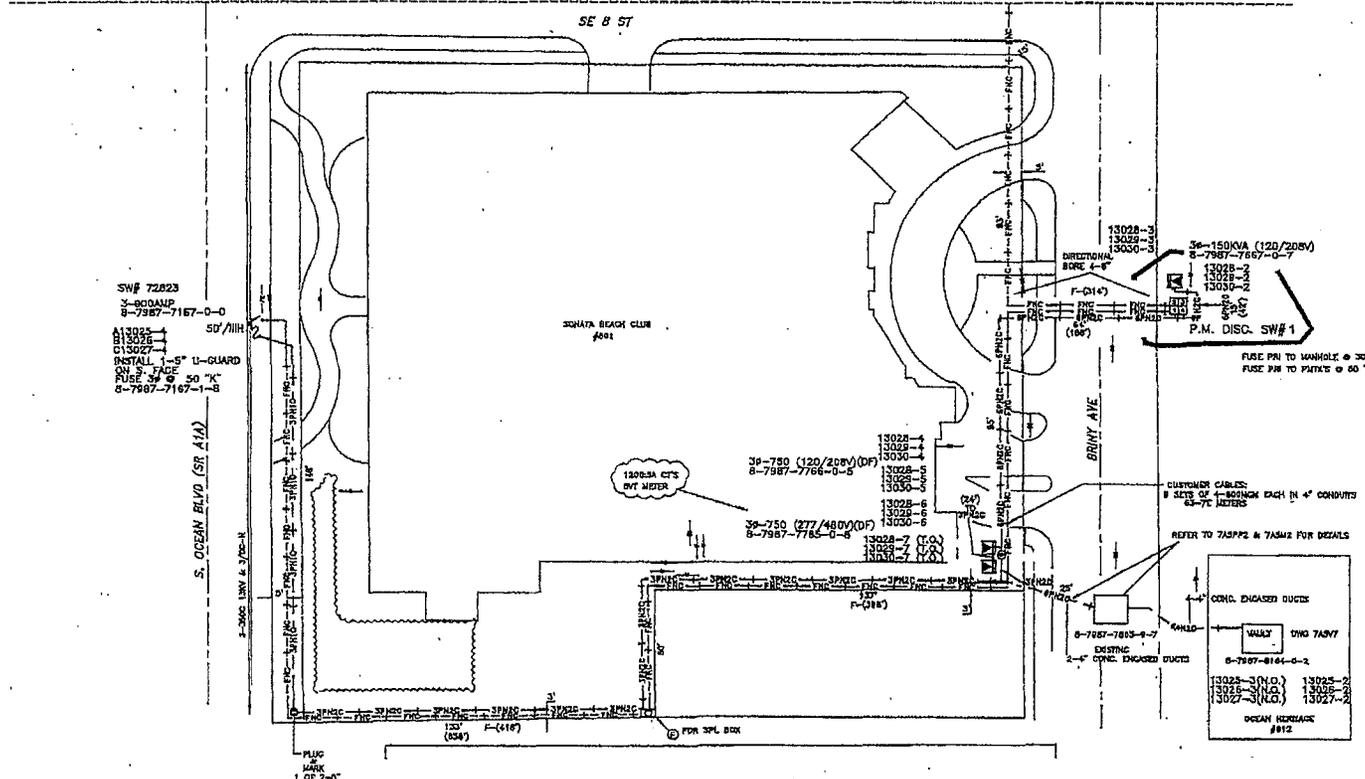
UNACCESSIBLE 15KV FUTURE 23KV 23KV SALT SPRAY ROCK

ATTENTION
ROW AGREEMENT

IMPORTANT:
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FOR CONT. SEE DWG# 7ASR7



CONSTRUCTION NOTES -- WAF 480034
RESUME EXAMINE
ZONES (NOTES)
7ASR7 7ASR2
7ASR2 7ASR1
UTILITY CONTRACT LIST
CALL SONATENA 1-800-433-4770

P.M. DISC. SW# 1	
GRID 8-7592-7666-0-1	COMPARTMENT 3
SW# 72823 8-7987-7167-0-0	A13028-1 813028-1 C13027-1 FUSE SW @ 60' E" 8-7987-7488-0-5
WEST TO SW# 72823	COMPARTMENT 4
SW# 72823 8-7987-7167-1-0 NORTH TO VERA CAL. FUSE SW @ 30' E" SW# F 72824	A13028-4 813028-4 C13027-4 FUSE SW @ 30' E" 8-7987-7167-1-0

COMP 3 TO 34' PATHS
COMP 4 TO OCEAN HERITAGE WALL

REFERENCE DWG'S

- 7ASR1
- 7ASPP2
- 7ASM2
- 7ASV7
- 7ASR7

DATE PLOTTED: 10/08/04 AM 0:00 HOURS

NO.	DATE	BY	DESCRIPTION
4810334	3/23/06	EA	FULL PRIOR CBL. INST VISTA CABINETS, INSTALL PHAS. & PATHS
1488832	2/13/05	EA	I.P.C. ADD TX TO LOOP
1488832	1/24/05	EA	FULL PRIMARY CABLE & INST 2 3# 700KVA PHX'S TO SVC SONATA BEACH CLUB
1488818	0/18/04	EA	FULL FEEDER CABLE & INST PHASE 1 TO PROV SVC TO OCEAN HERITAGE VAULT

AS-BUILT	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY	AS-BUILT CREW PRINT	Government YES <input type="checkbox"/> NO <input type="checkbox"/>	Survey/Status YES <input type="checkbox"/> NO <input type="checkbox"/>	Work with SMO? YES <input type="checkbox"/> NO <input type="checkbox"/>
NO CONTRACT COMPLETED as shown on this AS-BUILT print. Material changes shown on RVS.		Too Work? YES <input type="checkbox"/> NO <input type="checkbox"/>	Design/Status YES <input type="checkbox"/> NO <input type="checkbox"/>	CT/Spced MUF YES <input type="checkbox"/> NO <input type="checkbox"/>
		Map Posting? YES <input type="checkbox"/> NO <input type="checkbox"/>	Thruout Fee? YES <input type="checkbox"/> NO <input type="checkbox"/>	Duct Bank Fee? YES <input type="checkbox"/> NO <input type="checkbox"/>
			CITY NO. DIST. COUNTY AIR STATE NO. FAA	
			STATE NO. DIST. COUNTY NO. TOWN	
			Telephone Request? YES <input type="checkbox"/> NO <input type="checkbox"/>	CITY Request? YES <input type="checkbox"/> NO <input type="checkbox"/>

DESIGNED BY	E. AUGUSTIN	DATE	03/09/16
DRAWN BY	T. COLLINS/MR.	MAP NO.	P-0343
SONATA BEACH CLUB		801 BRINY AVENUE POMPANO BEACH/BROWARD COUNTY, FL	
DWG NO. 7ASR2		DPO NO. 4860334	
REV. 60-334		REV. 60-334	

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 WORK AUTHORIZATION NO. 1 IN THE AMOUNT OF \$106,609.63 PURSUANT TO THE AGREEMENT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES BETWEEN THE CITY OF POMPANO BEACH AND DESIGN KOLLABORATIVE ARCHITECTS PLANNERS, INC. FOR THE BRINY AVENUE STREETScape AND UNDERGROUNDING IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Design Kollaborative Architects Planners, Inc. (DK Architects) previously completed the design of the Briny Avenue Undergrounding and Streetscape Improvements project. This project is currently in the permitting phase with an anticipated construction start date of late June. We are requesting construction administration services from DK Architects for this project, consistent with our continuing professional services agreement awarded to them in December of 2015 via Ordinance No. 2016-32. DK Architects will be utilizing the IBI Group, Smith Engineering Consultants, and Specialty Engineering Consultants as sub-consultants under this agreement. The attached proposed construction administration services will include but not be limited to shop drawing submittal reviews, addressing City permitting comments, responses to contractor requests for information (RFI's), construction observations, meetings, permit renewals, and City and Regulatory certifications for the construction that will be completed by Burkhardt Construction.



Accomplishing this item supports achieving Initiative 2.3, Objective 2.3.4 "Undergrounding Utility Lines on Briny" 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: John Sfiroopoulos, PE / Horacio Danovich Ext 7044 / 7834
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$106,609.63, CIP 12-208, Account No. 302-7486-530-6504

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>6/1/16</u>	APPROVE	
City Attorney	<u>6/2/16</u>	APPROVE	
Finance	<u>6/1/16</u>	APPROVE	
Budget	<u>6/2/16</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager

Donna W. Beach

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2016-856

June 1, 2016

TO: John Sfiropoulos, P.E., City Engineer

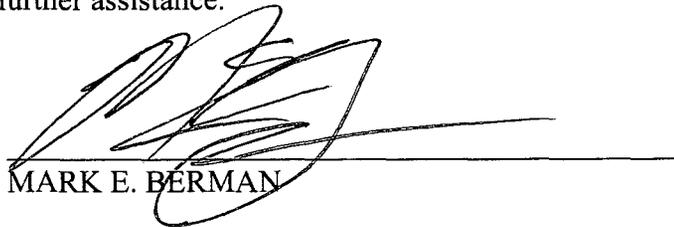
FROM: Mark E. Berman, City Attorney

RE: Resolution – Work Authorization No. 1 for Design Services for the Briny Avenue Streetscape and Undergrounding Improvements

Pursuant to your memorandum dated May 24, 2016, Engineering Department Memorandum No. 16-82, 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 WORK AUTHORIZATION NO. 1 IN THE AMOUNT OF \$106,609.63 PURSUANT TO THE AGREEMENT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES BETWEEN THE CITY OF POMPANO BEACH AND DESIGN KOLLABORATIVE ARCHITECTS PLANNERS, INC. FOR THE BRINY AVENUE STREETScape AND UNDERGROUNDING IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE.

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



MARK E. BERMAN

/jrm
l:cor/engr/2016-856

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. 1 IN THE AMOUNT OF \$106,609.63 PURSUANT TO THE AGREEMENT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES BETWEEN THE CITY OF POMPANO BEACH AND DESIGN KOLLABORATIVE ARCHITECTS PLANNERS, INC. FOR THE BRINY AVENUE STREETScape AND UNDERGROUNDING IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Work Authorization between the City of Pompano Beach and Design Kollaborative Architects Planners, Inc. for design services for the Briny Avenue Streetscape and Undergrounding Improvements, 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 Design Kollaborative Architects Planners, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

**WORK AUTHORIZATION PURSUANT TO THE AGREEMENT
FOR PROFESSIONAL SERVICES BETWEEN
CITY OF POMPANO BEACH
AND DESIGN KOLLABORATIVE ARCHITECTS PLANNERS INC**

Date: June 1, 2016

WORK AUTHORIZATION NO. 1 FOR CONSTRUCTION ADMINISTRATION SERVICES

PROJECT NO. 12.208

TITLE: Briny Avenue Streetscape & Undergrounding Improvements

The services rendered pursuant to this Task Authorization No. 1 are in accordance with the terms and conditions of the agreement for Professional Services between the City of Pompano Beach and Design Kollaborative Architects Planners Inc., dated December 8, 2015 and approved by City Ordinance No. 2016-32

PROJECT DESCRIPTION: CONSTRUCTION PHASE SERVICES

SCHEDULE: 365 days commencing upon issuance of Construction Manager's Notice To Proceed

SCOPE OF WORK:

The following is our understanding of the required services.

**CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE
IBI Group (contract attached – Hourly Not To Exceed)**

1. Pre Construction	\$3,010
a. Submittal Review	
b. Pre-Construction Meeting	
2. Construction Observation	\$31,680
a. Engineering	
b. Landscape	
3. RFI Responses	\$ 22,135
4. Weekly/ Bi Weekly Construction Meetings	\$9,062.50
5. Permit Renewals & Extensions	\$3,900
a. FDEP & FWC	
b. FDOT	

6. Certifications \$5,555
- a. City of Pompano Beach
 - b. Broward County
 - c. FDEP & FWC

Professional Staff/ Hours	Principle \$225	Landscape \$115	Engineering Intern II \$95
Pre Construction	6	7	9
Construction Observation	44	44	176
RFI's	22.5	10	30
Meetings	54	10	93
Permitting	8	0	20
Certifications	8	12	25

SUBTOTAL
Hourly Not To Exceed **\$75,342.50**

PHOTOMETRIC ENGINEERING

Smith Engineering Consultants, Inc. (contract attached – Lump Sum Fee)

1. Attend pre-construction meeting
2. Review electrical equipment shop drawings
3. Respond to contractor RFI's and review change order requests
4. Attend up to three (3) construction meetings/site visits during construction
5. Attend the final walk through and prepare a final punch list
6. Measure final illumination levels at night
7. Prepare record drawings based upon contractor as-builts

LUMP SUM FEE **\$6,000**

LIGHT POLE STRUCTURAL ENGINEERING

Specialty Engineering Consultants, Inc. (contract attached – Lump Sum Fee)

- Soil Borings (6) 10 foot (2) 15 foot FEE \$2,500
- Light Pole and Ballard Foundation Design FEE \$ 750

LUMP SUM FEE **\$3,250**

ARCHITECTURAL

Design Kollaborative Architects (Hourly Not To Exceed)

1. Weekly/ Bi Weekly Construction Meetings FEE \$7,400
40 hours Principal @ 185
2. RFI Responses, Submittal Reviews,
Walk Through, Punch List etc. FEE \$7,400
40 hours Principal @ 185
3. Project Management/Administration FEE \$3,450
10 hours Principal @ \$185
40 hours Administrative @ \$40

SUBTOTAL
Hourly Not To Exceed **\$18,250**

TOTAL Lump Sum and Hourly Not To Exceed

\$102,842.50

EXPENSES

(Allowance Not To Exceed)

FEE \$3,767.13

Additional \$ 102,842.50

Expenses (N.T.E) \$ 3,767.13

TOTAL \$ 106,609.63

"CORPORATION":

Witnesses:

Wendy Weller

David M. Surr

Design Kollaborative Architects Planners Inc

Corporation Name

A. Capi

Signature

PRESIDENT

Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10th day of May, 2016 by A. Capi, as PRESIDENT, of Design Kollaborative Architects Planners Inc on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Janice M. Wirt

NOTARY PUBLIC, STATE OF FLORIDA

Janice M. Wirt

(Name of Acknowledger Typed, Printed or Stamped)

FF 230508

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 _____, 2016 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Meeting Date: June 14, 2016

Agenda Item 25

REQUESTED COMMISSION ACTION:

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

SHORT TITLE APPOINTMENT TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS ALTERNATE #1; TO FILL THE UNEXPIRED TERM OF TOBI AYCOCK; SAID TERM TO EXPIRE ON JUNE 1, 2018; PROVIDING AN EFFECTIVE DATE.

- APPLICANTS:
- Amalia Papadimitriou – District 1
 - Kenneth Rodgers – District 1
 - Salah Elroweny – District 3
 - Latoya T. Almonord – District 4
 - David Baumwald – District 4
 - Carmen Jones – District 4
 - Marcus A. McDougle – District 4
 - Deidra Daisey – District 5
 - Linda H. Jones – District 5
 - Clovis B. Nelson – District 5



Accomplishing this item supports achieving *Initiative 5.2.1*. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

City Commission Appointment.

Members are: **Joan Kovac** (District 1), **Richard Klosiewicz** (District 3), **Fred Stacer** (District 1), **Jerold Mills** (District 5), **M. Dwight Evans** (District 4), **Jeffrey Alan Torrey** (District 2), **Tobi Aycock** (District 3/Alter.#1), **Walter Syrek** (District 2/Alter. #2), **Charles H. Bechert, III** (District 3/Alter. #3),

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: Asceleta Hammond Ext. 4611
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Clerk's Office	5/24/16	Approve	
<u>X</u> City Manager			

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

RESOLUTION NO. 2016-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS ALTERNATE #1; TO FILL THE UNEXPIRED TERM OF TOBI AYCOCK; SAID TERM TO EXPIRE ON JUNE 1, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Planning and Zoning Board/Local Planning Agency of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Planning and Zoning Board/Local Planning Agency as alternate #1 to fill the unexpired term of Tobi Aycock; said term to expire on June 1, 2018.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



**CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION**

**City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org**

Mr. ___ Mrs. ___ Ms. Miss ___ Name: Amalia Papadimitriou
(Optional)

Residence Information:

Home Address: 405 North Ocean Blvd. #1718

City/State/Zip: Pompano Beach, FL 33062

Home Phone: 954-942-2302

Cell Phone: 561-271-6357

Email: amalia.papadimitriou@gmail.com

Fax: 1-800-574-9197

Business Information:

Employer/Business Name: D.R. Horton, Inc.

Current Position / Occupation: Corporate Counsel

Business Address: 1245 South Military Trail, #100

City/State/Zip: Deerfield Beach, FL 33442

Business Phone: 954-949-3086

Fax: 1-800-574-9197

Email: apapadimitriou@drhorton.com

Are you a U.S. Citizen? Yes No ___

Are you a resident of Pompano Beach? Yes No ___

Reside in District: 1 2 ___ 3 ___ 4 ___ 5 ___

Do you own real property in Pompano Beach? Yes No ___

Are you a registered voter? Yes No ___

Have you ever been convicted of a felony? Yes ___ No

Current or prior service on governmental boards and/or committees: Cultural Arts Committee

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input type="checkbox"/>	Affordable Housing	<input type="checkbox"/>	Cultural Arts	<input type="checkbox"/>	Parks and Recreation
<input type="checkbox"/>	Air Park	<input type="checkbox"/>	Education	<input checked="" type="checkbox"/>	*Planning & Zoning/Local Planning Agency
<input type="checkbox"/>	Architectural Appearance	<input type="checkbox"/>	Emergency Medical Services	<input type="checkbox"/>	*Police & Firefighter's Retirement System
<input type="checkbox"/>	Budget Review	<input type="checkbox"/>	*Employee's Board of Appeals	<input type="checkbox"/>	Pompano Beach Economic Development Council
<input type="checkbox"/>	Charter Amendment	<input type="checkbox"/>	Employee's Health Insurance	<input type="checkbox"/>	Recycling & Solid Waste
<input type="checkbox"/>	Community Appearance	<input type="checkbox"/>	*General Employee's Retirement System	<input type="checkbox"/>	Sand & Spurs Riding Stables
<input type="checkbox"/>	*Community Development	<input type="checkbox"/>	Golf	<input type="checkbox"/>	Marine
<input checked="" type="checkbox"/>	CRA East	<input type="checkbox"/>	Historic Preservation	<input type="checkbox"/>	*Unsafe Structures
<input type="checkbox"/>	CRA West	<input type="checkbox"/>	*Housing Authority of Pompano	<input type="checkbox"/>	*Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached
(PLEASE SEE ATTACHED RESUME FOR AMALIA PAPADIMITRIOU)

Education: University of Miami, School of Law, Degree: Juris Doctor, 1999,
Florida Atlantic University, Degree: Bachelor of Science, Major: International Business, 1995

Experience: As Corporate Counsel of the country's largest home builder, I have been exposed to working with development of several counties, including but not limited to Broward, Miami-Dade, and Martin Counties and understand and appreciate the complexities involved in the development process, including working with several municipalities. I find this area extremely interesting and feel that my professional experience can assist Pompano Beach in achieving objectives in improving the growth and stabilization of our city.

Past Positions: Committee Member: Cultural Art Committee, City of Pompano Beach

Hobbies: Running marathons, scuba diving

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: 

Date: 3/16/12

Initials of Clerk or Deputy: MS

Date received or confirmed: 3/14/12

Please check one: New Application Currently Serving on Board Updated Information

AMALIA PAPADIMITRIOU

405 North Ocean Boulevard, Unit 1718 • Pompano Beach, Florida 33062
(561) 271-6357 Phone • (866) 605-0573 Fax • Amalia.Papadimitriou@gmail.com

STATE BAR ADMISSIONS

- **Member:** State of Florida Bar; District of Columbia Bar; United States District Court for the Southern District of Florida

PROFESSIONAL EXPERIENCE

12/2005 – Present **D.R. HORTON, INC.** **Deerfield Beach, FL**
Division Counsel

- Draft and negotiate a wide variety of legal documents: land acquisition, consulting services, construction, purchase, and reseller agreements, and commercial leases
- Manage legal counsel and paralegal on all legal matters for the South Florida Division
- Advise division president on all real estate and property management matters
- Manage all aspects of condominium documentation, from filing through approval, for residential, commercial, mixed-use, and phased condominiums
- Analyze all regulatory agency and environmental litigation reports for General Counsel
- Manage all litigation matters with outside counsel
- Advise and manage property management company and three property managers on all legal and financial issues of eight home developments from Jupiter, Florida to Homestead, Florida
- Advise federal and state regulatory agencies with inquiries and submittals for funding programs
- Assist land development personnel and local municipalities with land entitlement process
- Advise and train sales personnel on all legal documents and statutory compliance including purchase agreements and Condominium and Homeowners' Association Declarations

03/2005 – 12/2005 **TECHNICAL OLYMPIC USA, INC.** **Hollywood, FL**
Corporate Counsel

- Negotiated, drafted, and revised company and home purchase agreements, as well as commercial lease and software licensing agreements
- Managed litigation with outside counsel and corporate compliance of government regulations
- Drafted and negotiated company supplier templates, electronic document retention policies, home purchase and employment agreements
- Assisted the Board of Directors with legal matters and with the translation of legal documents from Greek to English and from English to Greek
- Assisted General Counsel with research projects relating to the Sarbanes-Oxley and Interstate Land Sales Full Disclosure Acts

04/2002 – 03/2005 **ECLIPSYS CORPORATION, INC.** **Boca Raton, FL**
Lead Regional Counsel

- Advised Chief Financial Officer on legal aspects of the company's financing in regard to software licensing agreements
- Successfully negotiated software agreements in excess of \$20 million between the company and hospitals in the United States
- Managed a junior level attorney responsible for agreements, amendments, work orders, and consulting agreements
- Drafted, negotiated, and improved the following types of agreements for healthcare information technology systems:
Outsourcing, software licensing, third-party, reseller, sub-contracting, and end user

AMALIA PAPADIMITRIOU

(Continued)

11/2000 – 04/2002

OFFICE DEPOT, INC. (CORPORATE HEADQUARTERS)
Commercial Litigation Counsel

Delray Beach, FL

- Drafted responses to inquiries from United States Attorney General's Office and all regulatory agencies
- Worked with outside counsel on claims for all litigation cases
- Advised Vice President and Associate General Counsel on pending cases
- Administered cases for Senior Litigation/Compliance Corporate Counsel

EDUCATION

1999

UNIVERSITY OF MIAMI
Juris Doctor

Coral Gables, FL

- Who's Who Among American Law School Students
- Author of "Money Laundering in International Trade," *Law Review: International & Comparative Law Journal*, Spring 1999.
- Semi-finalist of University of Miami School of Law, Negotiation Competition

1995

FLORIDA ATLANTIC UNIVERSITY
Bachelor of Science, International Business

Boca Raton, FL

- Rotary Club Scholarship Recipient, 1991 – 1995
- Student Ambassador, Student Alumni Association, Executive Board of Directors

ADDITIONAL INFORMATION

- Native fluency in reading, writing, and speaking Greek
- Extensive research on the legal ramifications of money laundering in international trade



CITY OF POMPANO BEACH ADVISORY BOARD / COMMITTEE APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. X Mrs. ___ Ms. ___ Miss ___ Name: KENNETH RODGERS
(Optional)

Residence Information:

Home Address: 1340 SOUTH OCEAN UNIT 1807
City/State/Zip: POMPANO BEACH FL 33062
Home Phone: 954-782-1709 Cell Phone: 407-718-2877
Email: BUGSDOLL@ATT.NET Fax: 954-782-1709

Business Information:

Employer/Business Name: RETIRED
Current Position / Occupation: _____
Business Address: _____
City/State/Zip: _____
Business Phone: _____ Fax: _____ Email: _____

Are you a U.S. Citizen? Yes X No ___
Are you a resident of Pompano Beach? Yes X No ___ Reside in District: 1 X 2 3 4 5
Do you own real property in Pompano Beach? Yes X No ___
Are you a registered voter? Yes X No ___
Have you ever been convicted of a felony? Yes ___ No X
Current or prior service on governmental boards and/or committees: _____

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input checked="" type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Sand & Spurs Riding Stables
<input type="checkbox"/> *Community Development	<input type="checkbox"/> Golf	<input type="checkbox"/> Marine
<input checked="" type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> *Unsafe Structures
<input type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: KENT STATE BA

Experience: SPENT 50 YEARS IN LOGGING INDUSTRY FROM
TRAINER TO PRESIDENT & CEO

Past Positions: SERVED ON BOARDS OF BOYS RANCH, KANAWHA CLUB
BOYS CLUB - PAST PRESIDENT OF GA HOSPITALITY ASSO. AND VARIOUS
CHURCH POSITIONS.

Hobbies: GOLF - BOWTING - TRAVEL

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: [Handwritten Signature]

Date: 3-12-12

Initials of Clerk or Deputy: [Handwritten Initials]

Date received or confirmed: 3/15/12

Please check one: New Application Currently Serving on Board Updated information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.



**CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION**

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. Mrs. ___ Ms. ___ Miss ___ Name: SALAH ELroweny, AIA, CGC, LEED AP.
(Optional)

Residence Information:

Home Address: 9932 NW 46 Court
City/State/Zip: Sunrise, FL 33351
Home Phone: 954-785-1314 Cell Phone: 954-803-6484
Email: Salah@igroup1.com Fax: 954-785-1315

Business Information:

Employer/Business Name: Innovative Group Inc.
Current Position / Occupation: President, Architect & General Contractor
Business Address: 480 S. Cypress Road Suite #100
City/State/Zip: Pompano Beach, FL 33060
Business Phone: 954-785-1314 Fax: 954-785-1315 Email: Salah@igroup1.com

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes ___ No Reside in District: 1 ___ 2 ___ 3 4 ___ 5 ___
Do you own real property in Pompano Beach? Yes No ___
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: Unsafe Structures Board

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input type="checkbox"/>	Affordable Housing	<input type="checkbox"/>	Cultural Arts	<input type="checkbox"/>	Parks and Recreation
<input type="checkbox"/>	Air Park	<input type="checkbox"/>	Education	<input checked="" type="checkbox"/>	*Planning & Zoning/Local Planning Agency
<input checked="" type="checkbox"/>	Architectural Appearance	<input type="checkbox"/>	Emergency Medical Services	<input type="checkbox"/>	*Police & Firefighter's Retirement System
<input type="checkbox"/>	Budget Review	<input type="checkbox"/>	*Employee's Board of Appeals	<input type="checkbox"/>	Pompano Beach Economic Development Council
<input type="checkbox"/>	Charter Amendment	<input type="checkbox"/>	Employee's Health Insurance	<input type="checkbox"/>	Recycling & Solid Waste
<input type="checkbox"/>	Community Appearance	<input type="checkbox"/>	*General Employee's Retirement System	<input type="checkbox"/>	Sand & Spurs Riding Stables
<input type="checkbox"/>	*Community Development	<input type="checkbox"/>	Golf	<input type="checkbox"/>	Marine
<input type="checkbox"/>	CRA East	<input type="checkbox"/>	Historic Preservation	<input type="checkbox"/>	*Unsafe Structures
<input type="checkbox"/>	CRA West	<input type="checkbox"/>	*Housing Authority of Pompano Beach	<input type="checkbox"/>	*Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: Master of Architecture, University of Nebraska. 5/94
B.S. in Architecture Study University of Nebraska 12/91

Experience: Please see attached Resume & website.
www.innovativegroupinc.com

Past Positions: _____

Hobbies: Reading, Painting, & Travelling

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: [Signature] Date: 1/11/2012

Initials of Clerk or Deputy: NS AH Date received or confirmed: 5/14/15

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at 954-786-4611, or send via fax to: 954-786-4095.

Salah Elroweny, AIA, CGC, LEED AP
President
Innovative Construction & Management Inc.
Innovative Group Inc.
480 S. Cypress Road # 100
Pompano Beach, FL 33060
(954)785-1314 - (954)785-1315 (Fax)
www.innovativegroupinc.com

REGISTRATION

Florida Registered Architect No. 17516
NCARB No. 54630
Florida Certified General Contractor No. CGC1516330
Leader in Energy Efficient Design Accredited Professional, Green Building Certification Institute
State of California Safety Assessment Program Worker ID# 65485

MEMBERSHIP

American Institute of Architects
National Council of Architectural Registration
City of Pompano Beach Unsafe Structure Board
International Code Council

EXPERIENCE

18 years of professional experience
Principal in charge of design, project management and development.

Responsibilities:

- Plan, develop and manage projects from schematic design through construction completion.
- Negotiate, and issue subcontracts and purchase orders
- Make and enforce required decisions to assure objectives are met.
- Plan, direct, schedule, and coordinate all phases of the project.
- Monitor cost, perform projections, and prepare cash flow report.
- Review and approve subcontractor's certificates of payment and process Change Orders.
- Conduct progress meetings and produce status report.
- Conduct inspections as required, and manage quality control program
- Full Client representation and coordination with municipalities.

Projects:

- Oasis Plaza, Pompano Beach, FL - Commercial/ Retail (2009- 2010)
- Stanford Office, Pompano Beach, FL- New Office (2009-2010)
- Nissan Dealership, Pompano Beach, FL - Concrete Work (2010)
- Stimson Company, Pompano Beach, FL - Repair and upgrade (2010)
- ICBR Center, Boca Raton, FL -Community Center. (2009)
- Stimpson Company, Pompano Beach, FL- 40 years certificate repair (2009)
- JCSF Center, Pompano Beach, FL -Community Center.(2008-2009)
- Aldahan Residence, Light House Point, FL (2008)
- Assalam Center Boca Raton ,FL -Community Center (2007-2008)
- Royal Palm Commerce Park, Pompano Beach ,FL -Warehouse (2008)
- Spielberg Residence Ft. Lauderdale ,FL - Residential (2008)
- G.S. Academy, Boca Raton, FL -School. (2007)
- Innovative Group, Pompano Beach, FL- Office (2007)
- Stimpson Company, Pompano Beach, FL -Office building (2006)
- Pearl Matrix Office Complex, 50,000 SF office development, City of Lauderhill, FL (2005)
- Alazhar School, 12,000 SF school, Tamarac, FL (2004)
- Texaco Station, Pompano Beach, FL (2004)
- Target Engineering, Ft. Lauderdale, FL- Office (2004)
- Conch Key Villa, Pompano Beach, FL- Townhomes (2004)



**CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION**

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. ___ Mrs. ___ Ms. X Miss ___ Name: LATOYA T. ALMONORD
(Optional)

Residence Information:

Home Address: 501 NW 17TH AVENUE
City/State/Zip: POMPANO BEACH, FL 33069
Home Phone: 954-394-3473 Cell Phone: SAME
Email: LALMONORD28@GMAIL.COM Fax: N/A

Business Information:

Employer/Business Name: EMBRACING TEAM, INC.
Current Position / Occupation: FOUNDER / CEO
Business Address: P.O. BOX 668402
City/State/Zip: POMPANO BEACH, FL 33066
Business Phone: 954-394-6344 Fax: N/A Email: EMBRACINGTEAMINC@GMAIL.COM

Are you a U.S. Citizen? Yes X No ___

Are you a resident of Pompano Beach? Yes X No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 X 5 ___

Do you own real property in Pompano Beach? Yes ___ No X

Are you a registered voter? Yes X No ___

Have you ever been convicted of a felony? Yes ___ No X

Current or prior service on governmental boards and/or committees: CHAIR, POLICY COUNCIL COMMITTEE, HEADSTART & EARLY HEADSTART BROWARD CTY SCHOOLS

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input checked="" type="checkbox"/>	Affordable Housing	<input checked="" type="checkbox"/>	Cultural Arts	<input checked="" type="checkbox"/>	Parks and Recreation
	Air Park	<input checked="" type="checkbox"/>	Education	<input checked="" type="checkbox"/>	*Planning & Zoning/Local Planning Agency
	Architectural Appearance	<input checked="" type="checkbox"/>	Emergency Medical Services	<input checked="" type="checkbox"/>	*Police & Firefighter's Retirement System
	Budget Review		*Employee's Board of Appeals	<input checked="" type="checkbox"/>	Pompano Beach Economic Development Council
	Charter Amendment		Employee's Health Insurance		Public Art Committee
	Community Appearance		*General Employee's Retirement System		Recycling & Solid Waste
	*Community Development		Golf		Sand & Spurs Riding Stables
<input checked="" type="checkbox"/>	CRA East		Historic Preservation	<input checked="" type="checkbox"/>	*Unsafe Structures
<input checked="" type="checkbox"/>	CRA West	<input checked="" type="checkbox"/>	*Housing Authority of Pompano Beach		*Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: BACHELORS: THEATRE- FLORIDA ATLANTIC UNIVERSITY, BOCA RATON, FL

MASTERS: NOVA SOUTHEASTERN UNIVERSITY, DAVIE, FL

GOLDCOAST: REALESTATE SALES LICENSE

Experience: CUSTOMER RELATIONS MANAGEMENT, TEACHING & MENTORING, PROJECT DEVELOPMENT & IMPLEMENTATION, TEAM BUILDING, WORKSHOP AND SEMINAR

PRESENTATION, PRENTAL & COMMUNITY INVOLVMENT, LEADERSHIP

Past Positions: PRINCIPAL- TOUCHDOWNS 4 LIFE CHARTER SCHOOL, ASST. SCHOOL

ADMINISTRATOR-MAVERICKS HIGH SCHOOL, ASST PRINCIPAL INTERN-BROWARD CTY

SCHOOLS, TEAM LEAD/ASSOCIATE DIRECTOR OF ADMISSIONS-KAPLAN UNIVERSITY,

REALTOR, CENTURY 21 HANSEN REALTY

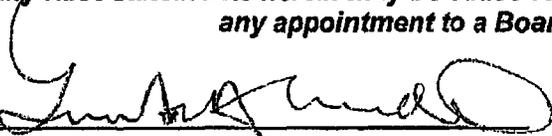
Hobbies: MOTIVATIONAL SPEAKING, PRESENTATIONS, PREFORMING ARTS, HAIRSTYLIST

HELPING OTHERS, GETTING INVOLVED IN ANY ACTIVITY THAT FIGHTS FOR A WORTHY

CAUSE!

**** PLEASE SEE ATTACHED DOCUMENT: RESUME

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: 

Date: MARCH 20, 2013

Initials of Clerk or Deputy: _____

Date received or confirmed: ^{updated} 8/25/13

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.



Latoya T. Almonord

501 NW 17th Avenue • Pompano Beach, FL 33069 • 954-394-6344 • latmonord28@gmail.com

PROFESSIONAL SUMMARY

Dedicated and compassionate education professional, who is committed to providing a well-balanced, supportive, and engaging learning environment for *all* students. Possession of in-depth knowledge of policies and procedures that govern schools and districts. Proven track record of exemplary student instruction, staff evaluations knowledge, and current student disciplinary actions. Adept in critical thinking, problem solving, communication skills, listening and articulation of ideas and group interaction. Strives to collaborate with all members of the school community to meet the needs of students and promote the philosophy of the school.

Flexible and versatile – able to maintain a sense of humor under pressure. Poised and competent with demonstrated ability to easily transcend cultural differences. Thrive in deadline-driven environments. Excellent working knowledge using PC, IBM and Mac systems; MS Word, Excel, PowerPoint, Access, Pinnacle, Backpack, Virtual Counselor, FileMaker Pro Windows, E-Learning

CORE COMPETENCIES

Grant Writing & Proposals	Individualized Education Plans
Customer Relationship Management	Parental and Community Involvement
Teaching Mentoring & Development	School Administration
Project Development and Implementation	Leadership and Team Building/A
Instructional Best-Practices	Program Management and Coordination
Team Building	Professional Development/Training
Workshops and Seminar Presentations	Enrollment & Recruitment
Career Training & Counseling	School & Community Fundraisings

EDUCATION & CREDENTIALS

Masters: Major: Educational Leadership - Nova Southeastern University, Davie, FL, 2011

State Certification: Florida Educational Leadership (All levels)

Professional Development

Ethical School Leadership ~ Problem Solving and Visionary Leadership ~ Organizational Management of Schools ~ HR- Process and Staff Development

Bachelors: Major: Theater - Florida Atlantic University, Boca Raton, FL, 2005

PROFESSIONAL EXPERIENCE

Touchdowns 4 Life Charter Middle School, Tamarac, FL

Principal, 8/12

Key Contributions:

Responsible for managing the policies, regulations, and procedures to ensure that all students are supervised in a safe learning environment that meets the approved curricula and mission of the school.

Mavericks High School, Sunrise, FL

Lead Teacher/Assistant School Administrator

Career Counselor

English Teacher, 07/11 to 06/12

Key Contributions:

Chaired collaborative meetings concerning best practices, professional development, and available resources. Assist with standardized testing in close collaboration with Curriculum Coordinator. Maintain knowledge of enrollment process, student policies, and instructional policies. Maintain thorough knowledge of the curriculum and appropriate modifications to meet student needs and work collaboratively with Administration on assessment, test data, and response to intervention. Other duties as assigned

- Increase Student Enrollment by 10% by restoring student-faculty relationships.
- Decreased student discipline rate 6% by implementing student discipline program
- Appointed by Principal as "Lead Teacher" to assist new teachers

Lauderdale Lakes Academy, Oakland Park, FL

10th Grade Team Lead/Language Arts Teacher (9-12), 08/10 to 6/11

Key Contributions:

Developed innovative approaches that were held as the model standard for meeting district goals in areas including technology integration across the curriculum, experiential learning, literacy and diversity. Taught language arts students and individuals with learning challenges within a mainstreamed, inclusive classroom. Consistently commended for ability to redirect students exhibiting behavior problems by replacing disruptive, unproductive patterns with positive behaviors. Led district-wide in-service on classroom management. Served on school committees and taskforces focused on curriculum development, textbook review, fundraising and anti-bullying efforts.

Blanche Ely High School, Pompano Beach, FL

Assistant Principal (Intern), 11/09 to 06/10

Key Contributions:

Responsible for assisting with supervision and evaluation of teaching and other school staff, and other duties as assigned. Assist all school administrators in the supervision of all school functions, including support services, special activities and programs, student discipline, and curricula development. Supports the principal and administrative team in fostering a positive school climate and maintaining appropriate school and community relationships.

Kaplan University, Boca Raton, FL

Team Lead/Associate Director of Admissions 03/06 to 11/09

Sr. Admission Advisor,

Key Contributions:

Responsible for a team of fifteen+ sales advisors, tasks included corrective actions, student files, particular requests, plan scheduling, and recruiting. Managed all daily admissions operations, managed prospective student communications and application processing. Delegate team tasks as needed (e.g. recording, gathering information, etc). Facilitate ongoing self-evaluation of individual and team effectiveness, prepared meeting agendas. Coached and mentored new advisors and current advisors. Facilitate team meetings using appropriate brainstorming, problem solving, decision making, and project planning techniques. Conducted department meetings to coordinate and monitor planned implementation.

CERTIFICATIONS AND TRAINING

Certification in Florida Educational Leadership (FELE)

Certification in Drama (6-12)

Certification in Professional Education (PED)

General Knowledge Test (GKT)

Real Estate Sales Associate

Training and Workshops

Child Abuse Training

First Aid & CPR

AFFILIATIONS

Chair, Policy Council Committee- Head Start of Broward County Public School District, Fort Lauderdale, FL

Founder/President, Embracing TEAM Incorporation (*Teens Entering Active Motherhood*), Pompano Beach, FL

Tutor, Education Advantage, Fort Lauderdale, FL

Member, Alumni Association, Nova Southeastern University, Davie, FL

Member, PTA/SAC, Markham Elementary, Pompano Beach, FL

Scholarship Ambassador, Gates Millennium Scholars (GMS)/UNCF

SCHOOL AND COMMITTEE MEMBERSHIPS

Teacher Peer Mentor

Positive Behavior Support Team

Senior Graduation Committee

Reading Across Curriculum

REFERENCE

Immediately Upon Request



CITY OF POMPANO BEACH ADVISORY BOARD / COMMITTEE APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

2014 FEB 19 AM 11:21
CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

Mr. Mrs. ___ Ms. ___ Miss ___ Name: David Baumwald
(Optional)

Residence Information:

Home Address: 900 NW 21 street

City/State/Zip: Pompano beach, Florida

Home Phone: _____

Cell Phone: 954-295-4118

Email: DavidBaumwald@ymail.com

Fax: _____

Business Information:

Employer/Business Name: D and M home dev.corp.

Current Position / Occupation: Owner

Business Address: _____

City/State/Zip: _____

Business Phone: 954-295-4118

Fax: _____

Email: _____

Are you a U.S. Citizen? Yes No

Are you a resident of Pompano Beach? Yes No

Reside in District: 1 2 3 4 5

Do you own real property in Pompano Beach? Yes No

Are you a registered voter? Yes No

Have you ever been convicted of a felony? Yes No

Current or prior service on governmental boards and/or committees: Vice-Chair Pompano Appearance comm. 4 yrs

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input checked="" type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input checked="" type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input checked="" type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input checked="" type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input checked="" type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input checked="" type="checkbox"/> Public Art Committee
<input checked="" type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> *Community Development (CDAC)	<input type="checkbox"/> Golf	<input type="checkbox"/> Sand & Spurs Riding Stables
<input checked="" type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> Marine
<input checked="" type="checkbox"/> CRA West	<input checked="" type="checkbox"/> *Housing Authority of Pompano Beach	<input checked="" type="checkbox"/> *Unsafe Structures
		<input checked="" type="checkbox"/> *Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

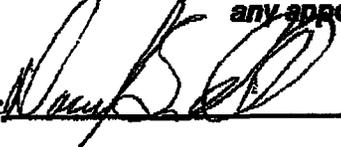
Education: H.S. Pompano High; Bert Rogers school of Real estate: Gold Coast Construction

Experience: 13 yrs as Owner hom/commercial remodeling company. Resident Pompano beach 32

Past Positions: Vice-Chair Appearance committee still active

Hobbies: Home remodeling, Construction investing, Dining

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: 

Date: 02/13/2014

Initials of Clerk or Deputy: _____

Date received or confirmed: 2/13/14

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at 954-786-4611, or send via fax to: 954-786-4085.



**CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION**

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. ___ Mrs. ___ Ms. Miss ___ Name: Carmen Jones
(Optional)

Residence Information:

Home Address: 721 NW 16th Street
City/State/Zip: POMPANO FL 33060
Home Phone: 954-249-9026 Cell Phone: 954-249-9026
Email: cjones@BRPH.COM Fax: _____

Business Information:

Employer/Business Name: Boca Raton Regional Hospital
Current Position / Occupation: PAYROLL
Business Address: 800 Meadows Road
City/State/Zip: Boca Raton FL 33486
Business Phone: 561-955-4756 Fax: 561-955-2165 Email: CJONES@BRPH.COM

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 5 ___
Do you own real property in Pompano Beach? Yes No ___
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: N/A

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input checked="" type="checkbox"/> Education	<input checked="" type="checkbox"/> Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input checked="" type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input checked="" type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Sand & Spurs Riding Stables
<input type="checkbox"/> *Community Development	<input type="checkbox"/> Golf	<input type="checkbox"/> Marine
<input type="checkbox"/> CRA East	<input checked="" type="checkbox"/> Historic Preservation	<input type="checkbox"/> *Unsafe Structures
<input type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: Pompano Beach Senior High School graduate

Experience: _____

Past Positions: ^{Pompano} Education Advisory Board, Pompano Economic Dev. Council

Hobbies: _____

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: Carmen Jones

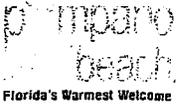
Date: 7/20/12

Initials of Clerk or Deputy: ly

Date received or confirmed: 7/20/12

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.



CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE APPLICATION

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

2013 JAN 28 PM 4:22

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. Mrs. ___ Ms. ___ Miss ___ Name: Marcus A. McDiagle
(Optional)

Residence Information:

Home Address: 971 NW 6 Ave
City/State/Zip: Pompano BEACH, FL 33060
Home Phone: 954-825-3769 Cell Phone: SAME as HOME
Email: PLAYERSFIRST@gmail.com Fax: _____

Business Information:

Employer/Business Name: PLAYERSFIRST Sports
Current Position / Occupation: President
Business Address: 971 NW 6 Ave
City/State/Zip: Pompano BEACH, FL 33060
Business Phone: 954-825-3769 Fax: _____ Email: PLAYERSFIRST@gmail.com

Are you a U.S. Citizen? Yes No ___

Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 5 ___

Do you own real property in Pompano Beach? Yes ___ No

Are you a registered voter? Yes No ___

Have you ever been convicted of a felony? Yes ___ No

Current or prior service on governmental boards and/or committees: _____

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input checked="" type="checkbox"/> Affordable Housing	<input checked="" type="checkbox"/> Cultural Arts	<input checked="" type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input checked="" type="checkbox"/> Education	<input checked="" type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input checked="" type="checkbox"/> Architectural Appearance	Emergency Medical Services	*Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	*Employee's Board of Appeals	<input checked="" type="checkbox"/> Pompano Beach Economic Development Council
<input checked="" type="checkbox"/> Charter Amendment	Employee's Health Insurance	Public Art Committee
<input type="checkbox"/> Community Appearance	*General Employee's Retirement System	Recycling & Solid Waste
<input checked="" type="checkbox"/> Community Development	Golf	Sand & Spurs Riding Stables
<input checked="" type="checkbox"/> CRA East	Historic Preservation	Marine
<input checked="" type="checkbox"/> CRA West	*Housing Authority of Pompano Beach	<input checked="" type="checkbox"/> *Unsafe Structures
		<input checked="" type="checkbox"/> *Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

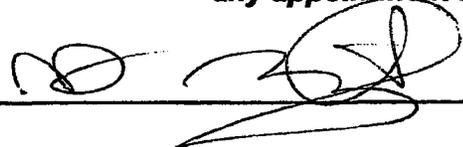
Education: B. A. in Sociology From Bethune Cookman
Studying for Masters in Health Service adm.

Experience: over 12 yrs. experience event planning working
organizations that are community based
for kids.

Past Positions: Alumni Board for Bethune Cookman
Take Stock in Kids mentor, Adviser to College
board kids;

Hobbies: Cultural events; sporting events;
family function organizing

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: 

Date: 1/28/13

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

Youth Development Consultant

Offering over ten (10+) years of developing programs that specialize in youth mentoring and guidance experience with a unique events planning background. Working knowledge of substance abuse, behavioral and performance, learning and motivation of children and young adults as it relates to their varied life situations. Qualifications also include proficiency in working within the Department of Children and Families, county and city court systems as a children advocate. Possess the knowledge, skills, and abilities to efficiently provide proactive methods for treatment, rehabilitation of mental dysfunctions and overall guidance for children and young adults.

HIGHLIGHTS OF ACCOMPLISHMENTS:

- Program development for troubled children and young adults involved in juvenile, foster care and sports.
- Developed and facilitated community events such as health fairs, family crisis and job/life skills. CPR, First Aid, hand to hand combat, physical and mechanical restraint
- Recipient of the '2007 Mentor of the Year' when working with Palm Beach Elementary School Mentor
- Recipient of the "Assistant Coach of the Year" for two consecutive years (1997 and 1998) for working with Pop Warner team representing Daytona Beach Buccaneers
- Associated with Professional Development Group

VALUE ADDED:

- Consistently apply critical thinking skills and good decision making abilities in business through deductive and sharp inductive reasoning ability.
- Possess and utilize active listening skills to assure clear and concise communication is maintained.
- Practice discipline, energetic, enthusiastic, goal-oriented, problem sensitivity and management skills.
- Exhibit responsible, self-motivated attributes and complemented by key organizational skills.
- Work efficiently with Microsoft Office including Word, Excel, Outlook and PowerPoint.

EXPERIENCE:

2005 - 2013

Event Planner/Coordinator

PlayersFirst, Inc.

Fort Lauderdale and Miami, Florida

Worked directly with HOT105 Radio personality, City of Oakland Park, City of Pompano, Land Rover Dealership, Stocker McDougle of the Miami Dolphins, The Jerome McDougle and NFL Friends to arrange and implement several key sporting events. Coordinated services for events, such as accommodation and transportation for participants, facilities, catering, signage, displays, special needs requirements, printing and event security. Plan and develop programs, agendas, budgets, sponsors, and services for each sport and health related event.

- Achieved success with "The Good Life" which was a health fair event including health care, social services and other professional providers, displayed Brazilian Martial Arts, and provided free health snack giveaways to raise awareness on individual health.
- Implemented 3 on 3 basketball tournaments, 7 on 7 Flag Football Challenge which raised funds for school supplies dispersed at the conclusion of the event
- Coordinated three (3) day event for at-risk youths which included 1st Football Camp held on South Beach and the Orange Bowl raised awareness for service that serviced substance abuse, mental health, developmentally challenge youth and young adults

2008 - 2010

Milieu Counselor

Spectrum Programs, Inc./Miami Behavioral Health Center (MBHC)

Miami, Florida

Supervised, mentored and counseled young adults dealing with substance abuse and mental health issue within the court system. Encouraged young adults to express their feelings and discuss their lives, helped them develop insight into themselves and their relationships. Processed the paper work associated with documenting client's behaviors and progression. Evaluated young adults, individually and in group sessions, to assist in overcoming dependencies, adjusted to life, and made changes. Developed and implemented treatment plans based on evaluations and clinical experience.

2001 – 2004

Case Manager

Working directly with Volusia County's Department of Children and Families, court system, legal department and law enforcement. Resolved family crisis that directly involved at-risk children and their families. Advocated for the at-risk children/youth by acting as a liaison between the court system and the families in care. Educated children/youth and families about mental illness, abuse, medication, and available community resources. Monitored, evaluated, and recorded client progress with respect to treatment goals. Modified treatment plans according to changes in children/youth status. Increased social work knowledge by reviewing current literature, conducting social research, and attending seminars, training workshops.

Community Base Care
Daytona Beach, Florida

EDUCATION:

Graduated May 2002

Bachelors' Degree in Sociology and Psychology (earned)

Received Football Letterman in Spring 1993 and Fall 1995

Bethune-Cookman College
Daytona Beach, Florida

Graduated June 1992

High School Diploma (earned)

Blanche Ely High
Pompano Beach, Florida

State of Florida 2010

Certified in early childhood development

HIV awareness

HIPAA

Crisis Intervention

State of Florida
Pompano Beach, Florida



**CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION**

**City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061**

**Fax No.: (954) 786-4095
Phone No.: (954) 786-4611**

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Economic Development Council

NAME OF APPLICANT: DEIDRA JENSEN

RESIDENCY ADDRESS: 2309 S. CYPRESS BOWD DR #413

ZIP CODE: 33069 **HOME PHONE NO.:** (954) 599-7253

MAILING ADDRESS: 2309 S. CYPRESS BOWD DR #413

CITY/STATE/ZIP CODE: POMPANO BEACH FLA 33069

ARE YOU A CITY RESIDENT?

YES: **NO:**

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: 2: 3: 4: 5:

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? **YES:** **NO:**

ARE YOU A REGISTERED VOTER?

YES: **NO:**

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED. **YES:** **NO:**

BUSINESS OR OCCUPATION: REAL ESTATE AGENT (10 YRS)

BUSINESS ADDRESS: 4757 N OCEAN BLVD

CITY/STATE: FT LAUDERDALE FLA 33308

ok
12

ZIP CODE: 33060

BUSINESS PHONE NO. (954) 781-9393

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? NO

IF YES, PLEASE LIST NAME: _____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? NO

IF YES, PLEASE LIST NAME:
APPROPRIATE HOUSING ADVISORY UNSAFE STRUCTURES & HOUSING
PLANNING & ZONING BOARD HOUSING AUTHORITY OF POMPANO
COMMUNITY DEVELOPMENT

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? NO

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: _____

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION: GRADUATE OF POMPANO BEACH HIGH; FLORIDA
REAL ESTATE LICENSE, CERTIFIED WATERFRONT PROPERTY, LICENSED
HOME SPECIALIST

EXPERIENCE: PAST V.P. FOR CYPRESS BLDG CONDO PROTECTIVE BOARD
BOARD OF DIRECTORS FOR CYPRESS BLDG CONDO; GOVERNMENT AFFAIRS
COMMITTEE FOR BOARD OF REALTORS

CURRENT POSITION: REAL ESTATE AGENT FOR POMPANO

PAST POSITIONS: STATE OF FLORIDA FOR 15 YRS

HOBBIES: COMMUNITY INVOLVEMENT & VOLUNTEER WORK FOR
BOARD OF REALTORS (GOVERNMENT AFFAIRS)

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

Debra Hanes
SIGNATURE OF APPLICANT

2/10/09
DATE OF APPLICATION

INITIALS OF CLERK OR DEPUTY

DATE RECEIVED OR CONFIRMED

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.



CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

2015 FEB 11 PM 2:58
CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

Mr. Mrs. Ms. Miss Name: Linda Houston Jones
(Optional)

Residence Information:
Home Address: 3499 Oaks Way Bldg. 117
City/State/Zip: Pompano Beach, FL 33069
Home Phone: Cell Phone: 754-422-4638
Email: jone1044@bellsouth.net Fax:

Business Information:
Employer/Business Name: Ashanti Cultural Arts, Inc.
Current Position / Occupation: Founder / President
Business Address: P.O. Box 100646
City/State/Zip: Ft. Lauderdale, FL 33310
Business Phone: 954-792-3700 Fax: Email: ashanticultural@bellsouth.net

Are you a U.S. Citizen? Yes No
Are you a resident of Pompano Beach? Yes No Reside in District: 1 2 3 4 5
Do you own real property in Pompano Beach? Yes No
Are you a registered voter? Yes No
Have you ever been convicted of a felony? Yes No
Current or prior service on governmental boards and/or committees: None

Please make a check next to the Advisory Boards/Committees you would like to serve on:

Table with 3 columns of advisory boards/committees and checkboxes. Checked items include Cultural Arts, Education, Parks and Recreation, Planning & Zoning/Local Planning Agency, Police & Firefighter's Retirement System, Pompano Beach Economic Development Council, Public Art Committee, Recycling & Solid Waste, Sand & Spurs Riding Stables, Marine, Zoning Board of Appeals.

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: BS Florida A + M University
MS Nova University

Experience: 35 years, retired Broward
School Board, media specialist
25 years Ashanti Cultural Arts

Past Positions: NA

Hobbies: Mentoring youth, business + community
empowerment, attending Cultural
arts events, traveling, reading

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: Linda H. Jones Date: 2/10/15

Initials of Clerk or Deputy: _____ Date received or confirmed: _____

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at 954-786-4611, or send via fax to: 954-786-4095.

RESUME

Linda Houston Jones

3499 Oaks Way Building 117 #708 Pompano Beach , Florida 33069
(754) 422-4638 | jone1044@bellsouth.net

OBJECTIVE: To Pursue opportunities in business, education, community service, and the arts.

EXPERIENCE: **FOUNDER/ PRESIDENT ASHANTI CULTURAL ARTS, INC.** Responsible for all administrative and supervisory duties. Developed collaborations, partnerships and programs with community businesses, corporations and organizations.

BROWARD COUNTY SCHOOL BOARD

Media Specialist. Responsible for administrative and supervisory duties in the media center. Work with teachers, students and staff in the use of technology, print and nonprofit materials develop incentive programs for youth and provide resources to help implement the school curriculum.

EDUCATION: NOVA UNIVERSITY, FT. LAUDERDALE, FL
Master of Science, Learning Resources
FLORIDA A&M UNIVERSITY, TALLAHASSEE, FL
Administration Supervision
FLORIDA A&M UNIVERSITY TALLAHASSEE, FL
Bachelor of Science, Media Specialization

COMMUNITY PAST:

Sun-Sentinel/United Way Diversity Advisory Board
Grant Evaluator Broward County Cultural Affairs
Art in Public Places Advisory Committee
Grant Evaluator State of Florida
ArtServe Founding Board Member
Broward Center For the Performing Arts Advisory Board/Pacers
President's Council
Junior League of Broward County
Senator Graham Young Democrats Advisory Board
Broward County Cultural Council
Broward County Diversity Advisory Board
Leadership Broward Class XXVI
Friends of the African – American Research Library and Cultural Center Delta Sigma
Theta Sorority, Inc.
The Links, Inc.
Cultural Executives of Broward County

1000+ Club of the American Cancer Society
Broward School Board Mentor
Community Foundation Emridge Jones, Jr. Arts Scholarship Fund.
Board President of Art Serve

AWARDS & HONORS

March of Dimes Women of Distinction
JM Family Enterprises, Inc.
African American Achiever in the Arts
Girl Scouts of America,
Juliette Lowe Arts Award
Price Waterhouse Up & Comers Award
Soroptomist of Boca Raton,
Woman of the Year
Coalition of 100 Men Community Service Award
Samuel Delevoe Community Service Award
Les Boines Amie Community Service Award
Feature Story in local and national news publication
ICABA Outstanding Business Leader
Eta Phi Beta Community Service Award

COLLABORATIONS

YMCA Boys and Girls Club
Children Services Council and Broward County Cultural Affairs
Broward County Parks & Recreation
Kids IN Distress
Urban League of Broward County
School Board of Broward County
Girls Scouts of America
Hispanic Unity
Broward Center for the Performing Arts
Cities of: Lauderdale Lakes, Ft. Lauderdale, Pompano, Sunrise, Lauderhill, Tamarac,
Hallandale, Hollywood, Coral Springs, to name a few.

Linda Houston Jones

Founder & President, Ashanti Cultural Arts

ACCA: ACCOMPLISHED COMMUNITY LEADERS



Believes in giving of her time, talents, and treasures to others. I know that It is through our giving we are blessed."

Broward County Cultural Commission, The Broward County Diversity Advisory Board and the Starting Place.

Her fervor for service is also defined in her active organizational participation. Jones is a charter member of the Pompano Beach Alumnae Chapter of Delta Sigma Theta Sorority, Inc., the North Broward County Chapter of the Links and the 1000+ Club as well as Mount Hermon AME Church in Fort Lauderdale.

Linda Houston Jones is a firm believer in the old adage, "to whom much is given, much is required." Thus, she takes every opportunity possible to pay it forward. Jones is the founder and president of Ashanti Cultural Arts, Inc., a non-profit organization that facilitates cultural arts, literacy, wellness and after-school programs for the community. In line with her love of the arts, she is also the president of Newreli, a recording label founded by her late husband, musician Emridge "E.J." Jones.

In terms of public service, Jones serves on the boards of three cities with days named in her honor: Lauderdale, Fort Lauderdale, and Lauderdale Lakes. Additionally, she sits on the boards of the

Jones dedication to service has not gone unrewarded. As such, she is the recipient of numerous awards, including the ArtServe Arts Administrator of the Year Award, President Bush Volunteer Action Award, March of Dimes Woman of Distinction, Price Waterhouse Outstanding Business Leader, JM Family Enterprise African-American Achievers Award in the Arts and Girl Scouts Juliette Lowe Arts Award.

Jones holds a Bachelor of Science and Master's degrees from Florida A & M University and Nova

Southeastern University in Media Specialization, Learning Resources, and Administration Supervision and is also a graduate of Leadership Broward Class of XXVI.

Among Jones' proudest achievements is her family. The Daytona Beach, Florida native is the proud mother of two beautiful children, Jemilah & Emridge III., and one "daughter in love" Iyinka Jones.



**CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION**

**City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061**

**Fax No.: (954) 786-4095
Phone No.: (954) 786-4611**

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Education Advisory Committee

NAME OF APPLICANT: Mr. Clovis B. Nelson.

RESIDENCY ADDRESS: 1090 NW 24th Avenue.

ZIP CODE: 33069 **HOME PHONE NO.:** (954) 297-2881

MAILING ADDRESS: 1090 NW 24th Avenue.

CITY/STATE/ZIP CODE: Pompano Beach Florida 33069.

ARE YOU A CITY RESIDENT? YES: NO:

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: 2: 3: 4: 5:

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: NO:

ARE YOU A REGISTERED VOTER? YES: NO:

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED. YES: NO:

BUSINESS OR OCCUPATION: Teacher / Professor.

BUSINESS ADDRESS: N/A

CITY/STATE: N/A

*oh
12*

ZIP CODE: _____ BUSINESS PHONE NO. _____

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? NO

IF YES, PLEASE LIST NAME: _____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? _____

IF YES, PLEASE LIST NAME:

Education Advisory Committee

Cultural Arts Committee

Community Development Advisory

NW CRA ADVISORY BOARD

Planning and Zoning Board

Housing Authority of Pompano Beach

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? No

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: _____

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION: Two Bachelors Degrees, a Masters Degree, / currently pursuing a P.H.D. Degree in Leadership.

EXPERIENCE: Over 20 years experience as an educator / academic writer and reseacher.

CURRENT POSITION: P.H.D student.

PAST POSITIONS: Teacher / professor.

HOBBIES: Art, Poetry, reading, singing, intellectual discussions.

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

C. B. [Signature]
SIGNATURE OF APPLICANT

09 / 02 / 09
DATE OF APPLICATION

INITIALS OF CLERK OR DEPUTY

DATE RECEIVED OR CONFIRMED

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE _____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

155.2204. PLANNING AND ZONING BOARD (P&Z)

A. Establishment

The Planning and Zoning Board (P&Z) is hereby established in accordance with state law.

B. Powers and Duties

The P&Z shall have the following powers and duties under this Code:

1. Decide Applications for Development Permit

To review and decide the following applications for a development permit:

- a. Major Site Plan (Sec. 155.2407); and
- b. Major Administrative Adjustment (Sec. 155.2421).

2. Make Recommendations on Applications for Development Permit

To review and make a recommendation on the following applications for a development permit:

- a. Text Amendment (Sec. 155.2402);
- b. General Map Amendment (Rezoning) (Sec. 155.2403);
- c. Site-Specific Map Amendment (Rezoning) (Sec. 155.2404);
- d. Planned Development (Sec. 155.2405);
- e. Plat (Sec. 155.2410);
- f. Interim Use Permit (Sec. 155.2415);
- g. Development Agreement (Sec. 155.2427);
- h. Takings or Vested Right Determination (Sec. 155.2429) [placeholder]; and
- i. Right-of-Way of Easement Vacation or Abandonment (Sec. 155.2431).

3. Other Powers and Duties

- a. To act as the city's local planning agency and assume general responsibility for conduct of the city's comprehensive planning program;
- b. To work in conjunction with the Development Services Director and other city staff to prepare the city's comprehensive plan and plan amendments, and to make final recommendations to the City Commission regarding the adoption or amendment of the plan;
- c. To monitor and oversee the effectiveness and status of the comprehensive plan, make recommendations to the City Commission regarding necessary changes to the plan, work with the Development Services Director and other city staff to prepare periodic evaluation and appraisal reports assessing the city's progress in implementing its comprehensive plan in accordance with Florida Statutes (Sec. 163.3191, Fla. Stat.), and make recommendations to the City Commission regarding adoption of the report;
- d. To promote public interest in an understanding of the comprehensive plan and the city's planning, development regulation, and community development programs;
- e. To annually submit to the City Commission, not less than 90 days before the beginning of the budget year, a prioritized list of recommended capital improvement projects deemed necessary or desirable in the next five years;
- f. To work with the Development Services Director and other city staff to prepare the official city map of streets and changes to such map, and to make recommendations to the City Commission regarding adoption or amendment of the map;
- g. To request city staff assistance in the preparation of special studies;
- h. To seek through the City Manager information from other city agencies that is pertinent to the board's work; and

i. To carry out any other powers and duties delegated to it by the City Commission, consistent with state law.

C. Membership, Appointment, and Terms of Office

1. Membership and Appointment

a. The P&Z shall consist of seven regular voting members and three alternate members appointed by resolution of the City Commission as a whole.

b. Appointed regular voting members shall include:

i. One member nominated by the Mayor;

ii. One member nominated by each City Commissioner from among residents of the Commissioner's district-provided, however, that a City Commissioner may nominate a person who does not reside in the City Commissioner's district on determining such person would better serve the public interest; and

iii. One member appointed by the City Commission as a whole.

c. Alternate members shall be appointed by the City Commission as a whole.

d. Each regular voting member and alternate member shall be a resident of the city.

e. The P&Z shall also include one nonvoting member appointed by the Broward County School Board, to attend those meetings at which the board considers applications for a comprehensive plan amendment (See Chapter 154 (Planning) of the Code of Ordinances .), General Zoning Map Amendment (Rezoning) (See Section 155.2403.), Site-Specific Zoning Map Amendment (Rezoning) (See Section 155.2404.), or Planned Development (See Section 155.2405.) that proposes increasing the residential density of land.

f. Regular voting members and alternate members shall serve without compensation.

2. Terms

a. Regular voting members of the P&Z shall be appointed for a term which shall run concurrently with the term of the member of the City Commission who appointed them.

b. Alternate members shall be appointed for three-year, concurrent terms.

c. Regular and alternate members shall continue to serve until their successors are appointed.

3. Alternate Members

The Chair of the P&Z shall be authorized to assign one of the three alternate members to serve as a substitute for a regular voting member who is temporarily absent or disqualified, in accordance with the following:

a. The Chair shall rotate assignments among the alternate members unless the unavailability of alternate members makes such rotation impossible.

b. No alternate member may serve as a substitute member for a period of more than three months.

c. No more than two alternate members may serve as substitute members at any one time.

d. No alternate member may take action as a substitute member unless the Chair first announces assignment of that role and the assignment is recorded in the official minutes of the meeting.

e. When substituting for regular voting members, alternate members shall have the same powers and duties as the regular voting member they replace.

4. Removal and Replacement; Attendance

a. Removal for Good Cause

The City Commission may, by majority vote of a quorum present, remove and replace any member of the P&Z at any time for good cause, including, but not limited to, poor attendance (See subsection b below.), lack of participation, unfitness, malfeasance, and conflict of interest (See Section 155.2204.H.). Any allegation of cause for removal shall be in writing, and the City Commission shall hold a public hearing on such an allegation before taking action to remove a board member.

b. Removal for Poor Attendance

Any member of the P&Z who is absent from three consecutive regularly scheduled board meetings or more than 50 percent of regularly scheduled board meetings held within a calendar year shall be removed from the board by the City Commission in accordance with subsection a. above. The Chair of the P&Z shall notify the Mayor and City Commission if a member qualifies for removal under this subsection.

5. Vacancies

Vacancies occurring for reasons other than expiration of terms shall be filled for the period of the unexpired term only, in accordance with the following:

a. A vacancy in the term of a regular voting member nominated by the Mayor or by an individual City Commissioner shall be filled with a person nominated by the Mayor or the City Commissioner, respectively.

b. A vacancy in the term of the regular voting member and alternate members appointed by the City Commission as a whole shall be filled by the City Commission as a whole.

D. Chair and Vice-Chair

1. The P&Z shall elect a Chair and a Vice-Chair from among its members, each to serve a one-year term. The Chair and Vice-Chair may be elected to successive terms without limitation.

2. The Chair shall preside over all board meetings. The Vice-Chair shall preside over board meetings in the absence of the Chair. If both the Chair and Vice-Chair are absent, the P&Z shall vote to determine who shall serve as acting Chair for the meeting.

E. Staff

The Development Services Director shall serve as the professional staff liaison to the P&Z, provide it with administrative support, and serve as its Secretary, notifying board members of all meetings and keeping the minutes of the meetings.

F. Meetings

1. Schedule

The P&Z shall adopt a schedule establishing the date, time, and location of regular meetings, provided that the ZBA shall meet at least once in a calendar month. The Chair may adjourn a regular meeting on determining that there are no agenda items for consideration, and may call special meetings.

2. Official Record

The P&Z shall keep a written record of its recommendations, transactions, findings, and determinations. Such record shall include minutes of meetings in

accordance with state law (Sec. 286.011, Fla. Stat.) and shall be a public record and filed with the Development Services Director.

3. Notice of Meetings

a. The Development Services Director shall provide notice of P&Z meetings to each board member at least 48 hours before the meeting.

b. Notice of all P&Z meetings and public hearings shall be provided in accordance with state law and the public hearing requirements in Section 155.2305.C, Public Hearing Notice, as appropriate.

4. Open Meetings

All meetings of the P&Z shall be open to the public.

5. Procedure

In conducting its meetings, the P&Z shall follow rules of procedure adopted in accordance with Section 155.2204.1, Rules of Procedure.

G. Quorum and Necessary Vote

1. Quorum

Four voting members of the P&Z shall constitute a quorum. No official business of the board shall be conducted without a quorum present.

2. Voting

An affirmative vote of the majority of P&Z members present and constituting a quorum is required for all decisions of the P&Z.

H. Disqualification from Participation and Voting Based on Conflict of Interest

1. A member of the P&Z shall not participate in the review of, or vote on, an application for a development permit if the action proposed by the application creates a conflict of interest—that is, if the action proposed by the application would inure to the special private gain or loss of the member, any principal or corporation (or a parent organization or subsidiary of such corporation) that employs or otherwise retains the services of the member, or a close relative (e.g., parent, sibling, spouse, or parent- or sibling-in-law) or business associate of the member.

2. If an objection is raised to a board member's participation in a matter based on a conflict of interest (as defined in subsection 1 above), and that member does not recuse himself or herself, the remaining members of the board present shall, by majority vote of a quorum present, determine whether the member is or is not disqualified from participating in and voting on the matter.

3. If a board member is disqualified on a regular and continuing basis due to a conflict of interest (as defined in subsection 1 above), the Chair of the board may request, in writing, that the member resign. If the member does not resign in response to such a request, the Chair shall report the conflict of interest to the Mayor and City Commission, who may consider whether to remove and replace the member in accordance with Section 155.2204.C.4, Removal and Replacement; Attendance.

I. Rules of Procedure

The P&Z shall adopt rules of procedure governing its procedures and operations. Copies shall be made available for public inspection in the Development Services Department.

(Ord. 2012-64, passed 9-11-12; Am. Ord. 2013-37, passed 1-22-13; Am. Ord. 2014-16, passed 1-28-14)

ORDINANCE NO. 2006- 18

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 154, "PLANNING", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 154.16, "PLANNING AND ZONING BOARD", TO ADD A NON-VOTING REPRESENTATIVE OF THE BROWARD COUNTY SCHOOL BOARD TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY; PROVIDING FOR FUTURE APPOINTMENTS BY THE MAYOR; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3174 F.S. requires that municipalities include a representative of the Broward County School Board to be appointed as a non-voting member of the Planning and Zoning Board/Local Planning Agency to attend those meetings at which the Planning and Zoning Board/Local Planning Agency considers comprehensive plan amendments and rezoning requests that would, if approved, increase residential densities on subject properties; and

WHEREAS, the City Commission has passed Resolution 2003-173, effective April 22, 2003, which authorized the proper City officials to enter into an Interlocal Agreement with the School Board of Broward County, Florida, the City of Pompano Beach and various other municipalities, said Interlocal Agreement requiring that the City of Pompano Beach to include a representative of the School Board to serve on the Planning and Zoning Board/Local Planning Agency; and

WHEREAS, two public hearings, duly advertised, have been held pursuant to said published hearings and all persons so desiring had the opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 154.16, "Planning and Zoning Board", of Chapter 154, "Planning", of the Code of Ordinances of the City of Pompano Beach, Florida, is amended to read as follows:

§ 154.16 PLANNING AND ZONING BOARD.

(A) ~~Creation. In accordance with section 234 of the Charter,~~ There is hereby created the Planning and Zoning Board.

(B) (1) **Members.** There shall be seven voting members of the Planning and Zoning Board; all of which shall be city residents and there shall be one non-voting member. The Mayor shall nominate one voting member and each Commissioner shall nominate for appointment one voting member who shall be a resident of the nominating Commissioner's district; however, a Commissioner may nominate for appointment a member who does not reside in the nominating Commissioner's district if the Commissioner determines such person would better serve the interests of the public. The remaining one seat shall be filled by the City Commission. Thereafter, upon expiration of a member's term, the Mayor, if the member was the mayor's appointment, or the Commissioner, if the member was the Commissioner's appointment, in whose district the vacancy occurs shall nominate for appointment, or if in the event the vacancy was the one of the two seats the City Commission appointed, the City Commission shall fill such vacancy. In the event of a vacancy other than by expiration of the term, the appointment to fill such vacancy shall be of the unexpired term. The term of office of the voting members of the Planning and Zoning Board shall be three years except that of the seven members first appointed, two members shall be appointed for a term of one year; two shall be appointed for a term of two years; and three for a term of three years. Members of the Board shall serve without compensation. The Board shall elect a Chairman and Vice Chairman from its members. The City Manager, City Attorney and other city officials are considered as advisors to the Planning and Zoning Board and may be called on from time to time to meet with the Board.

(2) The City Commission shall by resolution appoint three alternate voting members of the Planning and Zoning Board, to be designated as alternate 1, alternate 2, and alternate 3. Each alternate member shall be appointed for a term of three years, the terms to run concurrently. Vacancies shall be filled for the unexpired term of any alternate member by the City Commission. In case of temporary absence or disqualification of any member of the Planning and Zoning Board, the Chairman of the Board shall have the right and authority to designate one of the alternate members to serve as a substitute for voting members on the Planning and Zoning Board during the continuance of absence or disqualification. The Chairman shall rotate assignments among the three alternate members, unless unavailability of an alternate or alternates make rotation

impossible. No substitute shall serve in such a capacity for a longer period than three months, nor shall more than two substitutes serve on the Planning and Zoning Board at any time. In cases where substitutes are designated to serve for such limited periods, that fact shall be recorded in the official minutes of the Planning and Zoning Board before the substitute shall act in any manner presented to the Board and, while serving, substitutes shall have the same powers as regular voting members.

(3) A representative of the Broward County School Board, appointed by Broward County School Board, shall serve as a non-voting member of the Planning and Zoning Board/Local Planning Agency to attend those meetings at which the Planning and Zoning Board/Local Planning Agency considers comprehensive plan amendments and rezoning requests that would, if approved, increase the residential density on subject properties.

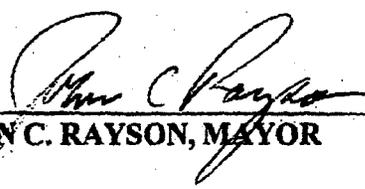
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SECTION 2. If any section or provision of this Ordinance shall be held invalid, such holding shall not affect or indicate any other section or provision which may be given effect without the invalid provision, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION 3. This Ordinance shall become effective upon passage.

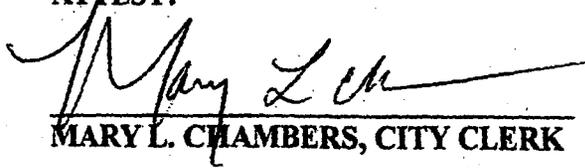
PASSED FIRST READING this 10th day of January, 2006.

PASSED SECOND READING this 24th day of January, 2006.



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/LS:jrm
12/28/05
l:ord/ch154/2006-75

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 154, "PLANNING", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 154.16, "PLANNING AND ZONING BOARD", TO PROVIDE FOR NOMINATION OF A MEMBER OF THE PLANNING AND ZONING BOARD BY THE MAYOR AND ESTABLISHING A TERM OF OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Planning and Zoning Board consisting of seven (7) members; and

WHEREAS, the City Commission now wishes to allow for the nomination of a member by the Mayor; and

WHEREAS, the City Charter has been amended to allow the City Commission to establish the number and term of office of members on advisory boards; and

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 154.16, "Planning and Zoning Board", of Chapter 154, "Planning", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 154. 16 PLANNING AND ZONING BOARD.

(B) (1) Members. There shall be seven members of the Planning and Zoning Board; all of which shall be city residents. The Mayor shall nominate one member and Each Commissioner shall nominate for appointment one member who shall be a resident of the nominating Commissioner's district; however, a Commissioner may nominate for appointment a member who does not reside in the nominating Commissioner's district if the Commissioner determines such person would better serve the interests of the public. The remaining ~~two~~ one seats shall be filled by the City Commission. Thereafter, upon the expiration of a member's term, the Commissioner in whose district the vacancy occurs shall nominate for appointment, or in the event the vacancy was one of the two seats the City Commission appointed, the City Commission shall fill such vacancy. In the event of a vacancy other than by expiration of the term, the appointment to fill such vacancy shall be for the unexpired term. ~~In accordance with section 234 of the Charter,~~ The term of office of the members of the Planning and Zoning Board shall be three years except that of the seven members first appointed, two members shall be appointed for a term of one year; two shall be appointed for a term of two years; and three for a term of three years. Members of the Board shall serve without compensation. The Board shall elect a Chairman and Vice-chairman from its members. The City Manager, City Attorney and other city officials are considered as advisors to the Planning and Zoning Board and may be called on from time to time to meet with the Board.

...

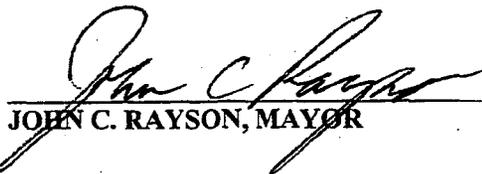
SECTION 2. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

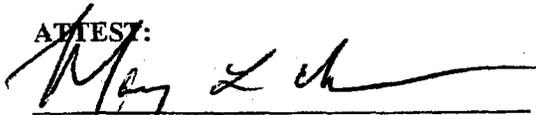
SECTION 3. All ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 11th day of January, 2005.

PASSED SECOND READING this 25th day of January, 2005.


JOHN C. RAYSON, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/22/04
l:ord/chi 54/2005-103

CITY OF POMPAHO BEACH
Broward County, Florida

AN ORDINANCE CREATING A SEVEN (7) MEMBER "PLANNING AND ZONING BOARD" OF THE CITY OF POMPAHO BEACH; PROVIDING FOR THE REPEAL OF THOSE ORDINANCES WHICH CREATED THE "PLANNING BOARD" AND THE "ZONING BOARD"; PROVIDING FOR THE DUTIES OF THE "PLANNING AND ZONING BOARD"; PROVIDING FOR THE MEMBERSHIP AND TERMS OF THE "PLANNING AND ZONING BOARD"; PROVIDING FOR THE "PLANNING AND ZONING BOARD" TO RECOMMEND REGULATIONS REGARDING THE SUBDIVISION OR PLATTING OF LAND; PROVIDING FOR THE "PLANNING AND ZONING BOARD" TO PREPARE MAPS OF STREETS TO BE EXTENDED, WIDENED, OR CONSTRUCTED AND TO PRESENT SUCH RECOMMENDATIONS TO THE CITY COMMISSION; PROVIDING FOR MONTHLY MEETINGS; PROVIDING THAT THE "PLANNING AND ZONING BOARD" BE DESIGNATED AS THE LOCAL PLANNING AGENCY FOR THE CITY OF POMPAHO BEACH; PROVIDING THAT REFERENCES TO "PLANNING BOARD" AND "ZONING BOARD" IN THE CODE OF ORDINANCES BE CHANGED TO "PLANNING AND ZONING BOARD"; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the electorate of the City of Pompano Beach did on March 10, 1981 approve Charter Amendment No. 1 to repeal Articles XXI and XXII of the Charter of the City of Pompano Beach, which Articles, established the City Planning Board and City Zoning Board; and

WHEREAS, the Charter Amendment repealing Articles XXI and XXII provided for the establishment by ordinance of either a Planning Board and a Zoning Board or a single board which would perform both the planning and zoning advisory functions; and

WHEREAS, it was provided in the Charter Amendment repealing the Articles which established the Planning Board and the Zoning Board that such Boards would remain in existence until such time as an ordinance creating a new board or boards was passed; and

WHEREAS, the electorate of the City of Pompano Beach did on March 9, 1982 approve Charter Amendment No. 1 which amended Section 234 of the City Charter to provide that a Planning and Zoning Board may consist of seven (7) members; and

WHEREAS, the City Commission is desirous of effectuating the mandate of the electorate with regard to the above approved Charter Amendments; and

WHEREAS, pursuant to law, fourteen (14) days notice has been given by publication in a newspaper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the Commission Meeting Room of the City of Pompano Beach, Florida; 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 Sections 41.04, 41.05, and 41.05.1 of Article II, Chapter 41 of the Code of Ordinances of Pompano Beach, Florida are hereby repealed.

SECTION 2: That a successor Article II of Chapter 41 of the Code of Ordinances of Pompano Beach, Florida is hereby created which shall be entitled "Planning and Zoning Board". Section 41.04 of the Code of Ordinances is hereby created as follows:

Sec. 41.04. Created; powers and duties.

In accordance with section 234 of the charter of the City of Pompano Beach, there is hereby created the City of Pompano Beach Planning and Zoning Board. The powers and duties of the Planning and Zoning Board are as follows:

- (1) To act as the local planning agency for the City of Pompano Beach and to fulfill the responsibilities of that agency as prescribed by the Local Government Comprehensive Planning Act (LGCPA) of 1975, Florida Statutes 163.3161 et seq;
- (2) To act in an advisory capacity with the director of planning to the city commission in the formulation of the City's comprehensive plan and any amendments thereto as required by the LGCPA of 1975;
- (3) To make recommendations and assist in the preparation of the official map of the city and to recommend proposed changes in such official map from time to time;
- (4) To submit annually to the city manager, not less than ninety (90) days prior to the beginning of the budget year, a list of recommended capital improvements, which in the opinion of the Planning and Zoning Board are necessary or desirable to be constructed during the

forthcoming six (6) year period. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year;

- (5) To promote public interest in an understanding of the comprehensive plan, and of planning, zoning and community development;
- (6) To keep a public record of its resolutions, findings and determinations;
- (7) To seek pertinent information from the other agencies of the city government through the city manager in relation to the work of the Planning and Zoning Board;
- (8) To request of the city manager additional assistance for special studies who may at his discretion assign to the Planning and Zoning Board, members of the staff of any city department or direct such department to make special studies requested by the Planning and Zoning Board;
- (9) To review all rezoning petitions and plats before they are presented to the City Commission to determine that all right-of-way necessary to meet the requirements of the City Trafficways Plan and any other applicable city law, are designated as public right-of-way and dedicated to the City. Additionally the proposed plat or rezoning shall be reviewed for compliance with all other requirements of the city's comprehensive plan.
- (10) To review any changes or amendments relating to the boundaries of the various zoning districts, or any changes in the text of the city's zoning regulations. No action may be taken by the City Commission until it has received a recommendation from the Planning and Zoning Board on a proposed zoning change or a proposed change in the text of the regulations of any zoning district.
- (11) Such other powers and duties as are or may be provided for elsewhere in this Code of Ordinances or as may be established from time to time by the City Commission.

SECTION 3: Section 41.05 of the Code of Ordinances is hereby created

as follows:

Sec. 41.05. Membership; terms; compensation.

There shall be seven (7) members of the City of Pompano Beach Planning and Zoning Board, each shall be appointed by separate resolution of the City Commission. In accordance with section 234 of the city charter, the term of office of the members of the Planning and Zoning Board shall be three years except that of the seven (7) members first-appointed, two (2) members shall be appointed for a term of one year; two (2) shall be appointed for a term of two (2) years; and three (3) for a term of three (3) years. Members of the board shall serve without compensation. The board shall elect a chairman and vice-chairman from its members. The city manager, city attorney and other city officials are considered as advisors to the Planning and Zoning Board and may be called on from time to time to meet with the board.

The City Commission shall by resolution appoint three (3) alternate members of the Planning and Zoning Board, to be designated as Alternate 1, Alternate 2, and Alternate 3. Each alternate member shall be appointed for a term of three (3) years, said terms to run concurrently, and shall be subject to removal for cause by the City Commission on written charges and after public hearing. Vacancies shall be filled for the unexpired term of any alternate member whose term becomes vacant. In case of temporary absence or disqualification of any member of the Planning and Zoning Board, the Chairman of the Board shall have the right and authority to designate one of such alternate members to serve as a substitute on the Planning and Zoning Board during the continuance of such absence or disqualification. The Chairman shall rotate such assignments among the three (3) alternate members, unless unavailability of an alternate or alternates makes such rotation impossible. No substitute shall serve in such capacity for a longer period than three (3) months, nor shall more than two (2) substitutes serve on the Planning and Zoning Board at any time. In cases where substitutes are designated to serve for such limited periods, such facts shall be recorded in the official minutes of the Planning and Zoning Board before such substitute shall act in any matter presented to the Board and, while serving, substitutes shall have the same powers as regular members.

SECTION 4: Section 41.05.1. of the Code of Ordinances is hereby created as follows:

Sec. 41.05.1. Regulations governing the subdivision or platting of land.

The Planning and Zoning Board shall recommend to the City Commission for adoption regulations regarding the subdivision or platting of land within its jurisdiction. Such regulations may provide for the harmonious development of the city and its environs, for the coordination of streets and other ways within the subdivided or platted land with other existing or planned streets and ways, or for conformance to the comprehensive plan or official map, for adequate open spaces, for spaces for traffic, utilities, recreation, light and air, and for the avoidance of congestion of population. Such regulations may include requirements as to the extent to which and the manner in which streets and other ways shall be graded and improved and water, sewer and other utility mains, piping, connections or other facilities shall be installed as a condition precedent to the approval of a subdivision of plat.

SECTION 5: Section 41.05.2. of the Code of Ordinances is hereby created as follows:

Sec. 41.05.2. Lines of mapped streets.

The Planning and Zoning Board may request the City to make or cause to be made, from time to time, surveys for the exact location of the lines of new, extended, or widened streets in any portion of the City, and to make and certify to the City Commission plats of the area thus surveyed, on which are indicated the location of the lines recommended by the Planning and Zoning Board as the planned or mapped lines of future streets, street extensions or street widenings, together with the Planning and Zoning Board's estimate of the time period within which the land shown on the plat or street locations should be acquired for street purposes. The City Commission may by ordinance adopt any such plat, in accordance with the procedure prescribed by state statute for the adoption of municipal ordinances, provided, that notice of the time and place when and where it will be considered for first reading and final passage, shall be sent by mail to the record owners of land on or abutting which the future street lines designated on the plat are located. Any modification of such plat shall before passage be submitted to the Planning and Zoning Board for examination and recommendation to the City Commission.

SECTION 6: Section 41.05.3. of the Code of Ordinances is hereby created as follows:

Sec. 41.05.3. Meetings of the Board.

- (1) Regular monthly meetings of the board shall be held on the last Wednesday of each month, but emergency or special meetings may be called throughout the year.
- (2) All meetings shall be public and a quorum shall consist of four members and notice shall be given by the secretary to each member of the board at least forty-eight hours in advance of said meeting.
- (3) The board shall adopt reasonable rules and regulations for the presentation of matters before the board.

SECTION 7: That Section 41.06. of Article III of Chapter 41 of the Code of Ordinances, is hereby amended as follows:

Sec. 41.06. ~~Planning-board-~~ Planning and Zoning Board to serve as local planning agency; officers, staff, budget, meetings, etc.

~~The-planning-board-~~ Planning and Zoning Board of the City of Pompano Beach is hereby designated as the local planning agency for the City of Pompano Beach Comprehensive Plan. The agency has that title as defined under the Local Government Comprehensive Planning Act of 1975. The proper city officials are hereby directed to officially inform the ~~Division of State Planning of the State of Florida-~~ Department of Veteran and Community Affairs and the South Florida Regional Planning-Agency- Council of the aforesaid designation. The agency shall choose its officers and set its rules of procedure. Clerical and secretarial staff for the local planning agency shall be provided by the administration of the City of Pompano Beach. The agency shall be funded by the city commission in the annual budget of the City of Pompano Beach. All meetings of the agency shall be public meetings and its records shall be public records. Regular meetings of the agency shall be ~~regularly-scheduled-and-held-twice-monthly-~~ held on the last Wednesday of each month. Special meetings may be called by the chairman of the agency when deemed appropriate. The agency shall encourage comments from any citizen regarding the plan and its development. All written comments will be acknowledged and will become a part of the public records of the agency. The agenda for each meeting of the agency shall be published at least three (3) days prior to the date of the meeting and copies made available at Pompano Beach City Hall. Each agenda shall contain an "audience to be heard" item where members of the audience may speak on any subject not on that meeting's agenda.

SECTION 8: That Section 41.10.(3) of Article IV of Chapter 41 of the Code of Ordinances, is hereby amended as follows:

Sec. 41.10. (3)

Board shall mean the ~~planning~~ Planning and Zoning Board of the City of Pompano Beach.

SECTION 9: That Sections 50.288., 50.289., 50.290., 50.291. of Article XIV., Chapter 50 of the Code of Ordinances are hereby repealed.

SECTION 10: That Article XIV. of Chapter 50 of the Code of Ordinances entitled "ZONING BOARD" shall be amended to read "ZONING PETITIONS."

SECTION 11: That Sections 50.287. (5), 50.292.1., 50.293., 50.293.1., 50.294., 50.294.1., of Article XIV. of Chapter 50 of the Code of Ordinances, and Sections 50.297., 50.298., of Article XV. of Chapter 50 of the Code of Ordinances shall be amended so that the term "zoning board" is replaced by the phrase "Planning and Zoning Board."

SECTION 12: If any section or provision of this ordinance shall be held invalid, such holding shall not affect or invalidate any other section or provision which is not of itself invalid.

SECTION 13: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 14: This Ordinance shall become effective upon passage.

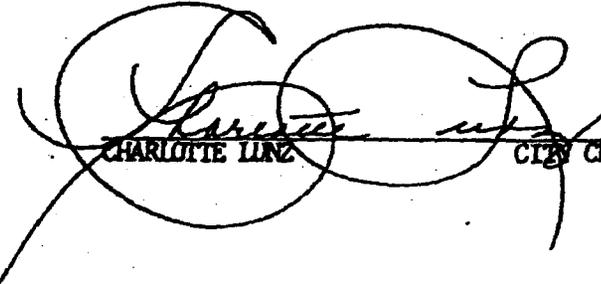
PASSED FIRST READING this 25th day of May, 1982.

PASSED SECOND READING this 1st day of June, 1982.


HERB SKOLNICK

MAYOR

ATTEST:


CHARLOTTE LINZ

CITY CLERK

recommendations relative to the priority of items listed and their conformity to the comprehensive plan, for submission to the City Commission.

(4) Review and analyze all proposed subdivisions to assure that the development will be in conformance with the comprehensive plan, and prepare reports thereon for submission to the Planning and Zoning Board.

(5) Carry on research relative to existing subdivision and platting regulations and make recommendations to the Planning and Zoning Board concerning amendments or changes to these regulations.

(6) Investigate and examine all planning matters which have been referred to the Planning and Zoning Board.

(7) Make presentations on planning and zoning matters, before the City Commission, the Planning and Zoning Boards, and other governmental agencies and civic groups.

(8) To be responsible for determining the consistency of all governmental and private actions regarding the use and development of land with the comprehensive plan elements as adopted.

(9) Enforce the zoning code. This function may be performed by the Code Enforcement Officer and zoning inspectors under the supervision of the Director of Planning and Growth Management.

(10) Perform any other duties as prescribed in this code.

('58 Code, § 41.03)

(Ord. 75-16, passed 12-30-74; Am. Ord. 76-32, passed 3-2-76; Am. Ord. 82-1, passed 10-20-81)

Cross-reference:

Director of Planning and Growth Management, see § 31.18

§ 154.16 PLANNING AND ZONING BOARD.

(A) Creation. In accordance with section 234 of the Charter, there is hereby created the Planning and Zoning Board.

(B) (1) Members. There shall be seven members of the Planning and Zoning Board; all of which shall be city residents. Each Commissioner shall nominate for appointment one member who shall be a resident of the

nominating Commissioner's district; however, a Commissioner may nominate for appointment a member who does not reside in the nominating Commissioner's district if the Commissioner determines such person would better serve the interests of the public. The remaining two seats shall be filled by the City Commission. Thereafter, upon the expiration of a member's term, the Commissioner in whose district the vacancy occurs shall nominate for appointment, or in the event the vacancy was one of the two seats the City Commission appointed, the City Commission shall fill such vacancy. In the event of a vacancy other than by expiration of the term, the appointment to fill such vacancy shall be for the unexpired term. In accordance with section 234 of the Charter, the term of office of the members of the Planning and Zoning Board shall be three years except that of the seven members first appointed, two members shall be appointed for a term of one year; two shall be appointed for a term of two years; and three for a term of three years. Members of the Board shall serve without compensation. The Board shall elect a Chairman and Vice-Chairman from its members. The City Manager, City Attorney and other city officials are considered as advisors to the Planning and Zoning Board and may be called on from time to time to meet with the Board.

(2) The City Commission shall by resolution appoint three alternate members of the Planning and Zoning Board, to be designated as alternate 1, alternate 2, and alternate 3. Each alternate member shall be appointed for a term of three years, the terms to run concurrently. Vacancies shall be filled for the unexpired term of any alternate member by the City Commission. In case of temporary absence or disqualification of any member of the Planning and Zoning Board, the Chairman of the Board shall have the right and authority to designate one of the alternate members to serve as a substitute on the Planning and Zoning Board during the continuance of absence or disqualification. The Chairman shall rotate the assignments among the three alternate members, unless unavailability of an alternate or alternates makes rotation impossible. No substitute shall serve in such a capacity for a longer period than three months, nor shall more than two substitutes serve on the Planning and Zoning Board at any time. In cases where substitutes are designated to serve for such limited periods, that fact shall be recorded in the official minutes of the Planning and Zoning Board before the substitute shall act in any matter presented to the Board and, while serving, substitutes shall have the same powers as regular members.

(C) Meetings.

(1) Regular monthly meetings shall be held. The meeting date shall be established by the Board and set forth in the rules and regulations governing the presentation of matters before the Board, but emergency or special meetings may be called throughout the year.

(2) All meetings shall be public and a quorum shall consist of four members. Notice shall be given by the secretary to each member of the Board at least 48 hours in advance of the meeting.

(3) The Board shall adopt reasonable rules and regulations for the presentation of matters before the Board.

(D) Powers and duties. The powers and duties of the Planning and Zoning Board are as follows.

(1) To act as the local planning agency for the city and to fulfill the responsibilities of that agency as prescribed by the Local Government Comprehensive Planning Act (LGCPA) of 1975, F.S.A. §163.3161 et seq.

(2) To act in an advisory capacity with the Director of Planning and Growth Management to the City Commission in the formulation of the city's comprehensive plan and any amendments thereto as required by the LGCPA of 1975.

(3) To make recommendations and assist in the preparation of the official map of the city and to recommend proposed changes in the official map from time to time.

(4) To submit annually to the City Manager, not less than 90 days prior to the beginning of the budget year, a list of recommended capital improvements, which in the opinion of the Planning and Zoning Board are necessary or desirable to be constructed during the forthcoming six-year period. The list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year.

(5) To promote public interest in an understanding of the comprehensive plan, and of planning, zoning, and community development.

(6) To keep a public record of its resolutions, findings, and determinations.

(7) To seek pertinent information from the other agencies of the city government through the City Manager in relation to the work of the Planning and Zoning Board.

(8) To request of the City Manager additional assistance for special studies who may at his discretion assign to the Planning and Zoning Board, members of the staff of any city department or direct the department to make special studies requested by the Planning and Zoning Board.

(9) To review all rezoning petitions and plats before they are presented to the City Commission to determine that all right-of-way necessary to meet the requirements of the city traffic ways plan and any other applicable city law, are designated as public right-of-way and dedicated to the city. Additionally the proposed plat or rezoning shall be reviewed for compliance with all other requirements of the city's comprehensive plan.

(10) To review any changes or amendments relating to the boundaries of the various zoning districts, or any changes in the text of the city's zoning regulations. No action may be taken by the City Commission until it has received a recommendation from the Planning and Zoning Board on a proposed zoning change or a proposed change in the text of the regulations of any zoning district.

(11) Other powers and duties as are or may be provided for elsewhere in this code, or as may be established from time to time by the City Commission. (Ord. 82-57, passed 6-1-82; Am. Ord. 83-10, passed 10-19-82; Am. Ord. 86-91, passed 9-30-86; Am. Ord. 95-45, passed 3-14-95; Am. Ord. 95-66, passed 5-23-95)

Cross-reference:

Planning and Zoning Board recommendations as to subdividing or platting of land, see § 154.19
Request for surveys of lines of mapped streets by Planning and Zoning Board, see § 154.21

§ 154.17 PLANNING AND ZONING BOARD AS LOCAL PLANNING AGENCY.

(A) The Planning and Zoning Board of the city is hereby designated as the Local Planning Agency for the city comprehensive plan. The Agency has that title as defined under F.S. §§ 163.3161 et seq. The proper city officials are hereby directed to officially inform the Department of Veteran and Community Affairs and the South Florida Regional Planning Council of this designation. The Agency shall choose its officers and set its rules of procedure. Clerical and secretarial staff for the Local Planning Agency shall be provided by the administration of the city. The Agency shall be funded by the City Commission in the annual budget of the city. All meetings of the Agency shall be public meetings and its records shall be public records. Regular meetings of the

Planning and Zoning Board/Local Planning Agency MEMBERS

Name	Address	District	Phone	Appointed	Expires	Reso No.
Joan Kovac City Commission At Large	1754 Bay Drive (33062) joanangles@aol.com	1	954-784-2079 h 954-792-7357 o	6/1/2015	6/1/2018	2015-317
VACANCY					11/6/2016	
Mayor Fisher's Appointment						
Richard Klosiewicz Comr. Hardin's Appointment	721 N.E. 11th Avenue (33060)	3	954-942-8444	5/12/2015	11/6/2016	2015-297
Fred Stacer Comr. Dockswell's Appointment	2501 S.E. 9th Street (33062)	1	954-788-8623	2/10/2015	11/6/2016	2015-171
Jerold Mills Comr. Moss' Appointment	3499 Oaks Way, #208 (33069)	5	954-263-7010	1/26/2016	11/6/2016	2016-93
M. Dwight Evans Comr. Phillips' Appointee	624 N.W. 17th Avenue(33069) evansmdwight@aol.com	4	954-263-9590	2/10/2015	11/6/2016	2015-170
Jeffrey Alan Torrey Vice Mayor Burrie's Appointee	4510 N.E. 15th Avenue (33064)	2	954-731-6397 C 954-783-1189 O	2/24/2015	11/6/2016	2015-185
[REDACTED]						
(1) Tobi Aycock City Commission At Large	611 S.E. 18th Avenue, (33060) theaycocks1@comcast.net	3	954-914-5022 c	6/1/2015	6/1/2018	2015-318
(2) Walter Syrek City Commission At Large	1311 NE 43rd Court, (33064) wsarch@gmail.com	2	954-933-6393 h	6/1/2015	6/1/2018	2015-319
(3) Charles H. Bechert, III City Commission At Large	371 SE 9th Court(33060) trip@southfloridaattorney.com	3	954-401-0183	6/1/2015	6/1/2018	2015-320
Kerrie MacNeil - Recording Secretary	City Hall Complex		954-786-4662			
Meets: Fourth Wednesday of each month @ 6:00pm in the City Commission Chambers						
Elections: Annually in November						
Established: City Ordinance No. 82-57						

REQUESTED COMMISSION ACTION:

<u> </u> Consent	<u> </u> Ordinance	<input checked="" type="checkbox"/> Resolution	<u> </u> Consideration/ Discussion	<u> </u> Presentation
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SHORT TITLE APPOINTMENT TO THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD OF THE CITY OF POMPANO BEACH AS ALTERNATE 1, FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JULY 1, 2019; PROVIDING AN EFFECTIVE DATE.

APPLICANTS: Harry Diamond – (Incumbent/Alternate 1) - District 1
Predrag P. Jovanov – District 3
Emma Ellington – District 4



Accomplishing this item supports achieving Initiative 5.2.1. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

This is a Commission's appointment.

The EMS Advisory Board membership is as follows: Frank Desiderio (District 5), Dr. Matthew H. Cheshire (District 3), Latoya T. Almnord, (District 4), Michelle Rhoulhac (District 2/Alternate 2), Woodrow J. Poitier (District 4), Michael Miller (District 1), Harry Diamond (District 1/Alternate 1), Daniel Horak (District 3).

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: Asceleta Hammond Ext. 4611
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Clerk's Office	6/2/16	Approve	<u>Asceleta Hammond</u>
<input checked="" type="checkbox"/> City Manager	_____	_____	<u>Matthew H. Cheshire</u>

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 _____	_____	_____	_____
_____	_____	_____	_____



**Pompano Beach
Fire Rescue**

FIRE ADMINISTRATION

To: Asceleta Hammond, City Clerk
From: Robin Burns, EMS Advisory Board Secretary
Date: 6/2/16
Re: EMS Advisory Board Attendance for Harry Diamond

Listed below is the attendance at the EMS Advisory Board Meetings for Harry Diamond from June 2013 to Present.

2013	6 Meetings 2 Present 1 Excused
2014	6 Meetings 3 Present 2 Excused
2015	6 Meetings 4 Present 1 Excused

RESOLUTION NO. 2016-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD OF THE CITY OF POMPANO BEACH AS ALTERNATE 1, FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JULY 1, 2019; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Emergency Medical Services Advisory Board of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Emergency Medical Services Advisory Board as alternate 1, for a term of three (3) years; said term to expire on July 1, 2019.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this ____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. Mrs. ___ Ms. ___ Miss ___ Name: HARRY DIAMOND
(Optional)

Residence Information:

Home Address: 3313 SE 3rd ST
City/State/Zip: POMPANO BEACH, FL 33062
Home Phone: 954-545-5141 Cell Phone: 802-688-3909
Email: APPLEBAR@HARRYC.COM Fax: _____

Business Information:

Employer/Business Name: VALOR VENTURES
Current Position / Occupation: PRESIDENT
Business Address: 3313 SE 3rd ST
City/State/Zip: POMPANO BEACH FL 33062
Business Phone: 954-545-5141 Fax: _____ Email: VALORVENTURESINC@GMAIL.COM

Are you a U.S. Citizen? Yes No ___

Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 2 ___ 3 ___ 4 ___ 5 ___

Do you own real property in Pompano Beach? Yes ___ No

Are you a registered voter? Yes No ___

Have you ever been convicted of a felony? Yes ___ No

Current or prior service on governmental boards and/or committees: _____

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input checked="" type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input checked="" type="checkbox"/> Emergency Medical Services	<input checked="" type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> Community Appearance	<input checked="" type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Sand & Spurs Riding Stables
<input checked="" type="checkbox"/> *Community Development	<input type="checkbox"/> Golf	<input type="checkbox"/> Marine
<input type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input checked="" type="checkbox"/> *Unsafe Structures
<input type="checkbox"/> CRA West	<input checked="" type="checkbox"/> *Housing Authority of Pompano Beach	<input checked="" type="checkbox"/> *Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: BACHELOR OF TECHNOLOGY AT NEW YORK INSTITUTE OF TECHNOLOGY

FIRST AID, AED, CPR, CELLULAR CLEANSING + NUTRITIONAL HEALTH

Experience: CURRENT CERT STEERING COMMITTEE MEMBER AND ZONE CAPTAIN

FIRST AID, AED, CPR, EXECUTIVE TRAINER, NUTRITIONAL HEALTH COACH,

MASTER CELLULAR CLEANSING COACH

Past Positions: EXECUTIVE AT ENGINEERING + MANUFACTURING Co.

OWNER + OPERATOR OF A VERMONT FARM MARKET, APPLE ORCHARDS, BAKERY, AGRY-TOURISM

CENTER, GUEST BAKER FOR NBC NEWS.

Hobbies: SCUBA DIVING, TRAVEL, COOKING, BAKING, HIKING,

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: Nancy Diamond

Date: 5/22/12

Initials of Clerk or Deputy: [Signature]

Date received or confirmed: 5/22/12

Please check one: New Application Currently Serving on Board Updated information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.



**CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION**

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. Mrs. Ms. Miss Name: PREDRAG PATRICK JOVANOVIĆ
(Optional)

Residence Information:

Home Address: 411 N.E. 18TH AVENUE
City/State/Zip: POMPANO BEACH FL 33060
Home Phone: 954.785.6100 Cell Phone: 954.240.8334
Email: FLPATRICK@YAHOO.COM Fax: _____

Business Information:

Employer/Business Name: FLORIDA ATLANTIC UNIV. OFFICE OF EXECUTIVE PROG.
Current Position / Occupation: STUDENT - PROJECT MANAGEMENT
Business Address: 777 GUIDES ROAD, BLDG. 93, SUITE 201
City/State/Zip: BOCA RATON FL 33431
Business Phone: 954.297.2179 Fax: _____ Email: _____
FAUEXECUTIVEPROGRAMS.COM

Are you a U.S. Citizen? Yes No

Are you a resident of Pompano Beach? Yes No Reside in District: 1 2 3 4 5

Do you own real property in Pompano Beach? Yes No COMM. REX HARDIN

Are you a registered voter? Yes No

Have you ever been convicted of a felony? Yes No

Current or prior service on governmental boards and/or committees: POMPANO F.D. CERT

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input type="checkbox"/>	Affordable Housing	<input type="checkbox"/>	Cultural Arts	<input type="checkbox"/>	Parks and Recreation
<input type="checkbox"/>	Air Park	<input checked="" type="checkbox"/>	Education	<input type="checkbox"/>	*Planning & Zoning/Local Planning Agency
<input type="checkbox"/>	Architectural Appearance	<input checked="" type="checkbox"/>	Emergency Medical Services	<input type="checkbox"/>	*Police & Firefighter's Retirement System
<input checked="" type="checkbox"/>	Budget Review	<input type="checkbox"/>	*Employee's Board of Appeals	<input type="checkbox"/>	Pompano Beach Economic Development Council
<input type="checkbox"/>	Charter Amendment	<input type="checkbox"/>	Employee's Health Insurance	<input type="checkbox"/>	Recycling & Solid Waste
<input type="checkbox"/>	Community Appearance	<input type="checkbox"/>	*General Employee's Retirement System	<input type="checkbox"/>	Sand & Spurs Riding Stables
<input type="checkbox"/>	*Community Development	<input type="checkbox"/>	Golf	<input type="checkbox"/>	Marine
<input type="checkbox"/>	CRA East	<input type="checkbox"/>	Historic Preservation	<input type="checkbox"/>	*Unsafe Structures
<input type="checkbox"/>	CRA West	<input type="checkbox"/>	*Housing Authority of Pompano Beach	<input type="checkbox"/>	*Zoning Board of Appeals

***Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.**

In addition a Resume may be attached

Education: POMPANO BEACH SR. HIGH SCHOOL 1977
FLORIDA ATLANTIC UNIV. BBA 1982
FLORIDA INTL. UNIV. GRAD. COURSES 1983

Experience: MANAGEMENT, AUTOMOTIVE, CONSTRUCTION,
TOURISM,

Past Positions: _____

Hobbies: INTERESTS: CHILDRENS SPORTS, CHILDRENS ISSUES,
POMPANO F.D. CERT, ECONOMIC DEVELOPMENT

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: 

Date: 26 JAN 2011

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.



No duplicate
1-2-08 form

**CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION**

**City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061**

Fax No.: (954) 786-4095

Phone No.: (954) 786-4611

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Community Development

NAME OF APPLICANT: Emma Ellington

RESIDENCY ADDRESS: 137 NW 15th St

ZIP CODE: 33060 **HOME PHONE NO.:** 954 781 8537

MAILING ADDRESS: 137 NW 15th St

CITY/STATE/ZIP CODE: Pompano B. Fla 33060

ARE YOU A CITY RESIDENT? YES: NO:

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: 2: 3: 4: 5:

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: NO:

ARE YOU A REGISTERED VOTER? YES: NO:

BUSINESS OR OCCUPATION: Retired Nurse And Educator

BUSINESS ADDRESS: Property owner
137 NW 15th St

CITY/STATE: Pompano B. Florida

ZIP CODE: 33060 **BUSINESS PHONE NO.** 954 781 8537

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? NO

IF YES, PLEASE LIST NAME: _____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? yes

IF YES, PLEASE LIST NAME:

Zoning
Budget

Fire Rescue (EMS)

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? NO

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: _____

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION: High School Diploma, Licensed Nurse,
Landlord, Case manager, Degree in Education

EXPERIENCE: Working renting to the Ederly Section
Homeless,

CURRENT POSITION: (Retired) Consultant for
the Homeless

PAST POSITIONS: teacher, Counselor, Nurse, Case manager

HOBBIES: Sewing, dancing, Lecturing

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION.

SIGNATURE OF APPLICANT [Signature]

DATE OF APPLICATION 1/24/04

INITIALS OF CLERK OR DEPUTY [Signature]

DATE RECEIVED OR CONFIRMED 1/24/04

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

THIS SECTION MUST BE COMPLETED BY THE ADVISORY BOARD SECRETARY ONLY

NUMBER OF MEETINGS HELD: _____ NUMBER OF MEETINGS ATTENDED: _____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.036, "MEMBERS", TO PROVIDE FOR AN ADDITIONAL MEMBER OF THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD AND ESTABLISHING A TERM OF OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Emergency Medical Services Advisory Board consisting of five (5) members; and

WHEREAS, the City Commission now wishes to add an additional member to the Emergency Medical Services Advisory Board and establish a term of office for member; and

WHEREAS, the City Charter has been amended to allow the City Commission to establish the number and term of office of members on advisory boards; and

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 33.036 "Members", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.036 MEMBERS.

(A) The membership of the Emergency Medical Services Advisory Board shall consist of men or women who are residents of the city, and shall consist of ~~five~~ six (6) members serving without pay, and shall serve for a term of three (3) years except the sixth member appointed after the effective date of this ordinance may be initially appointed for a shorter term. Two of the members should be persons who are or have been licensed to practice medicine in one of the United States, and one member should be a person who is or has been admitted to the practice of law in one of the United States, if persons having such qualifications are available to serve. Any vacancies in such Board shall be filled by the City Commission, and where such vacancy occurs otherwise then by expiration of the term, the appointment filling such vacancy shall be for the unexpired term. Members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

SECTION 2. 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 3. All ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

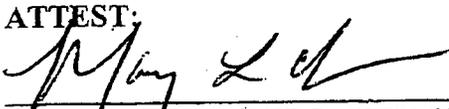
SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 11th day of January, 2005.

PASSED SECOND READING this 25th day of January, 2005.



JOHN C. RAYSON, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/14/04
I:ord/ch33/2005-94

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS" OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.036, "MEMBERS", TO PROVIDE FOR ALTERNATE MEMBERS OF THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Emergency Medical Services Advisory Board without the provision for alternate members; and

WHEREAS, the City Commission now wishes to add alternate membership to the Emergency Medical Services Advisory Board; and

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 33.036, "Members", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.121 MEMBERS.

(A) The membership of the Emergency Medical Services Advisory Board shall consist of men or women who are residents of the City of Pompano Beach, and shall consist of five members serving without pay. Two of the members should be persons who are or have been licensed to practice medicine in one of the United States, and one member should be a person who is or has been admitted to the practice of law in one of the United States, if persons having such qualifications are available to serve. Any vacancies in such Board shall be filled by the City Commission, and where such vacancy occurs otherwise then by expiration of the term, the appointment filling such

vacancy shall be for the unexpired term. members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

(B) Terms of the first members shall be as follows. One member shall serve one year; two members shall serve two years; two members shall serve three years; and all future appointments shall be three-year terms. Members shall be appointed by the City Commission.

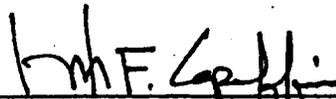
(C) The City Commission shall appoint two (2) alternate members of the Emergency Medical Services Advisory Board, who are residents of the City and licensed to practice medicine in the United States or admitted to practice law in the United States, if persons having such qualifications are available to serve, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be subject to removal for cause by the City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of the Emergency Medical Services Advisory Board occur, the Chairman of the Board shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairman shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.

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 8TH day of MAY, 2001.

PASSED SECOND READING this 22ND day of MAY, 2001.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 16 OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH; AMENDING THE TITLE OF SAID CHAPTER 16 TO READ: "FIRE AND RESCUE"; ADDING ARTICLE III CREATING AN EMERGENCY MEDICAL SERVICES ADVISORY BOARD; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, fourteen (14) 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 Commission Meeting Room of the City of Pompano Beach, Florida; 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 the title of Chapter 16 of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

"Chapter 16

FIRE AND RESCUE"

SECTION 2: Chapter 16 of the Code of Ordinances of the City of Pompano Beach is hereby amended by the addition of a new Article III, said Article to read as follows:

"ARTICLE III. Emergency Medical Services Advisory Board.

Section 16.24. Established.

Pursuant to the provisions of Section 234 of the Charter of the City of Pompano Beach, Florida, there is hereby established an Emergency Medical Services Advisory Board.

Section 16.25. Membership; vacancies.

The membership of this Board shall consist of men or women who are residents of the City of Pompano Beach; and shall consist of five members serving without pay. Two of the members should be

persons who are or have been licensed to practice medicine in one of the United States, and one member should be a person who is or has been admitted to the practice of law in one of the United States, if persons having such qualifications are available to serve. Any vacancies in such Board shall be filled by the City Commission, and where such vacancy occurs otherwise than by expiration of the term, the appointment filling such vacancy shall be for the unexpired term. Members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

Section 16.26. Term.

Terms of the first members shall be as follows:

One (1) member to serve one (1) year; Two (2) members to serve two (2) years; Two (2) members to serve three (3) years; all future appointments to be three (3) year terms. Members shall be appointed by the City Commission.

Section 16.27. Powers and duties.

(a) The Emergency Medical Services Advisory Board shall advise the City Commission in all matters pertaining to the providing of emergency medical services within the City of Pompano Beach. For purposes of this Article, emergency medical services is defined as emergency diagnostic and treatment services rendered to any ill or injured person at the scene of the onset of illness or injury. Said services are rendered by paramedical personnel who perform such services at the direction of a medical practitioner at a remote location who is kept apprised of the condition of the ill or injured person by voice radio communication and telemetered physiological data.

(b) The members of the Board shall meet and organize by electing from the membership a chairman. The Board may adopt rules and regulations for the conduct of its meetings, including the methods of calling a meeting. The Board shall keep minutes of its meetings, copies of such minutes to be provided to the City Commission. The Board shall make an annual report to the City

Commission, and shall make such other reports as may from time to time be requested by the City Commission or desired to be submitted by said Board."

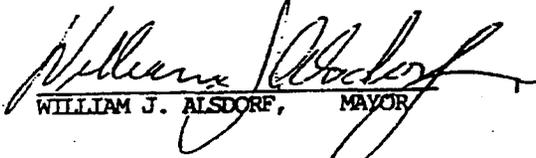
SECTION 3: If any section or provision of this ordinance shall be held invalid, such holding shall not affect or invalidate any other section or provision which is not of itself invalid.

SECTION 4: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

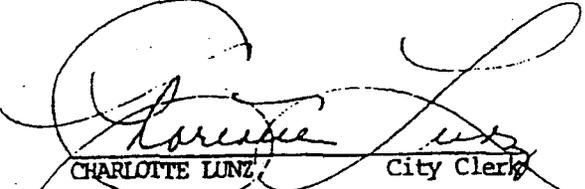
SECTION 5: This Ordinance shall become effective upon passage.

PASSED FIRST READING this 14 day of October, 1975.

PASSED SECOND READING this 21 day of October, 1975.


WILLIAM J. ALSDORF, MAYOR

ATTEST:


CHARLOTTE LUNZ City Clerk

Emergency Medical Services Advisory Board MEMBERS

Name	Address	District	Phone	Appointed	Expires	Reso No.
Frank Desiderio (Chair) City Commission At Large	806 Cypress Grove Lane # 509 (33069) FDFL99@msn.com	5	954-979-6985 954-489-3188 (O)	3/11/2014	3/22/2017	2014-176
Matthew H. Cheshire (Vice Chair) City Commission At Large	737 N.E. 7th Street (33060) 4 N.E. 4th Avenue ragtime737@juno.com	3 3	954-942-1816 954-943-1044 (O)	2/10/2015	12/16/2018	2015-179
Michael Miller City Commission At Large	2725 S.E. 6th Street (33062) (H) millerappraisal@aol.com	1	954-783-5663 954-785-0606 (O)	12/8/2015	12/12/2018	2016-80
Latoya T. Almonord City Commission At Large	501 N.W. 17th Avenue (33069)	4	954-394-3473	11/12/2013	12/12/2016	2014-70
Woodrow J. Poitier City Commission At Large	901 N.W. 4th Avenue(33060) wpoitier@poitierfuneralhome.com	4	954-464-5160 C 954-943-7282 H	5/26/2015	5/26/2018	2015-306
Daniel Horak City Commission At Large	224 NE 16th Ave., (33060) d_horak@bellsouth.net	3	954-914-6204	5/26/2015	5/26/2028	2015-307
(1) Harry Diamond City Commission At Large	3313 S.E. 3rd Street, (33062) applebarnharry@gmail.com	1	802-688-3909 c 954-545-5141 h	6/11/2013	7/1/2016	2013-285
(2) Michelle Rhoulhac City Commission At Large	3021 N.E. 1st Avenue, (33064) nothingbutbiz@yahoo.com	2	954-592-9492 h	6/23/2015	7/1/2018	2015-347
Robin Burns Recording Secretary	Fire Administration Bldg. 120 SW 3rd Street		954-786-4338			

Meets: Third Thursday of every odd month @ 6:00pm in the Fire Administration Bldg.
Established: City Ordinance No. 76-3

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE GOLF ADVISORY BOARD

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE GOLF ADVISORY BOARD OF THE CITY OF POMPANO BEACH AS ALTERNATE #1 FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JULY 1, 2019; PROVIDING AN EFFECTIVE DATE.

- APPLICANTS: Gary S. Ruderman – **(Incumbent)** Alternate #2, District 1
 Grant Galuppi – **(Incumbent)** Alternate #1, District 3
 Des Frazier – District 4
 Corey Thompson – District 4
 Richard Sasso – Business located in District 4, but he resides in the City of Lighthouse Point

This is a Commission's appointment.



Accomplishing this item supports achieving Initiative 5.2.1. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

The Golf Advisory Board membership is as follows **Angela Curtin** (District 5); **Richard J. Porraro** (District 1); **Grant Galuppi** (District 3/Altr. #1), **Al Siefert** (District 1), **Joseph Osborne** (District 3), **John J. Stockman** (District 1); **Gary S. Ruderman** (District 1/Altr.#2); and **James R. Bunn** (District 3).

- (1) Origin of request for this action: City Clerk's Office
 (2) Primary staff contact: Asceleta Hammond Ext. 4611
 (3) Expiration of contract, if applicable: _____
 (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Clerk's Office	6/2/16	Approve	<i>Asceleta Hammond</i>
<input checked="" type="checkbox"/> City Manager			<i>James R. Bunn</i>

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

DATE: June 2, 2016
TO: Asceleta Hammond, City Clerk
FROM: Melanie Heminger, Golf Advisory Board Secretary
SUBJECT: ATTENDANCE REPORT – Grant Galuppi and Gary Ruderman

In accordance with your request, I am submitting the following attendance record:

GOLF ADVISORY BOARD

Grant Galuppi

Attendance computed from October 2015 through May 2016

Meetings Held:	7
Meetings Attended:	4
% Meetings Attended:	57%

Gary Ruderman

Attendance computed from September 2014 through May 2016

Meetings Held:	18
Meetings Attended:	9
% Meetings Attended:	50%

RESOLUTION NO. 2016-__

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE GOLF ADVISORY BOARD OF THE CITY OF POMPANO BEACH AS ALTERNATE #1 FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JULY 1, 2019; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Golf Advisory Board of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Golf Advisory Board of the City of Pompano Beach as alternate #1 for a term of three (3) years; said term to expire on July 1, 2019.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this ____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION

City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061

Fax No.: (954) 786-4095

Phone No.: (954) 786-4611

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: GOLF ADVISORY BOARD

NAME OF APPLICANT: GARY S. RUDERMAN

RESIDENCY ADDRESS: 2641 NE 11th STREET

ZIP CODE: 33062 HOME PHONE NO.: 782-3990

MAILING ADDRESS: 2641 NE 11th STREET

CITY/STATE/ZIP CODE: POMPANO BEACH, FL 33062

ARE YOU A CITY RESIDENT? YES: NO:

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: 2: 3: 4: 5: *oh no*

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: NO:

ARE YOU A REGISTERED VOTER? YES: NO:

BUSINESS OR OCCUPATION: SENIOR MANAGER, TAX & RISK MANAGEMENT

BUSINESS ADDRESS: 220 CONGRESS PARK DRIVE SUITE #106

CITY/STATE: DELRAY BEACH, FL

ZIP CODE: 33445 BUSINESS PHONE NO. 561-266-7122 (Discontinued)

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? No

IF YES, PLEASE LIST NAME: _____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? NO

IF YES, PLEASE LIST NAME:

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? NO

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: _____

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION: BBA, Accounting - University of Miami
Master of Science in Taxation - Florida International University

EXPERIENCE: CPA, USGA Golf Handicap of 10, Former Secretary & President - Golf Club at the University of Miami, Member - Pompano Beach Golf Course

CURRENT POSITION: Senior Manager, Tax & Risk Management for Travel Services International, Inc.

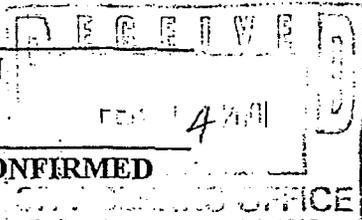
PAST POSITIONS: Hominy Hill Golf Course, Colts Neck, New Jersey - Starter & Ranger

HOBBIES: Playing Golf, Watching Golf, Reading about Golf, Studying Finance

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

[Signature]
SIGNATURE OF APPLICANT

January 26, 2001
DATE OF APPLICATION



AK
INITIALS OF CLERK OR DEPUTY

2/23/13
DATE RECEIVED OR CONFIRMED

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE, _____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

THIS SECTION MUST BE COMPLETED BY THE ADVISORY BOARD SECRETARY ONLY

NUMBER OF MEETINGS HELD: _____ NUMBER OF MEETINGS ATTENDED: _____



**CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION**

**City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061**

Fax No.: (954) 786-4095

Phone No.: (954) 786-4611

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Golf Advisory Board

NAME OF APPLICANT: Grant Galuppi

RESIDENCY ADDRESS: 330 SE 10th St Pompano Beach

ZIP CODE: 33060 **HOME PHONE NO.:** 561-305-4726

MAILING ADDRESS: 330 SE 10th St Pompano Beach

CITY/STATE/ZIP CODE: FL 33060

ARE YOU A CITY RESIDENT? YES: NO:

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: 2: 3: 4: 5:

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: NO:

ARE YOU A REGISTERED VOTER? YES: NO:

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED. YES: NO:

BUSINESS OR OCCUPATION: Restaurant Owner

BUSINESS ADDRESS: 1103 North Federal Hwy

CITY/STATE: Pompano Beach

ZIP CODE: 33061 BUSINESS PHONE NO. 954-785-0226

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? NO

IF YES, PLEASE LIST NAME: _____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? yes

IF YES, PLEASE LIST NAME: open _____

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? NO

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: _____

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION: Business Administration - FAU

EXPERIENCE: Restaurants

CURRENT POSITION: owner of Restaurant on Golf course

PAST POSITIONS: teacher, coach

HOBBIES: Sports, Golf, softball, computers

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

[Signature]
SIGNATURE OF APPLICANT

06/17/10
DATE OF APPLICATION

Ms AB
INITIALS OF CLERK OR DEPUTY

6/18/10/7/10/13
DATE RECEIVED OR CONFIRMED

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.



CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE

APPLICATION

2015 DEC -3 PM 12:32

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
 Post Office Drawer 1300, Pompano Beach, FL 33061
 www.mypompanobeach.org

Mr. Mrs. ___ Ms. ___ Miss ___ Name: DES FRAZIER
 (Optional)

Residence Information:

Home Address: 621 NW 8th Avenue
 City/State/Zip: Pompano Beach, FL. 33060
 Home Phone: 954.444.2810 Cell Phone: _____
 Email: Nuhomes@yahoo.com Fax: _____

Business Information:

Employer/Business Name: U NAME IT Home Improvement
 Current Position / Occupation: CEO / PRESIDENT
 Business Address: 621 NW 8th Ave.
 City/State/Zip: Pompano Beach, FL. 33060
 Business Phone: 954.444.2810 Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No ___
 Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 ___ 5
 Do you own real property in Pompano Beach? Yes No ___
 Are you a registered voter? Yes No ___
 Have you ever been convicted of a felony? Yes No ___
 Current or prior service on governmental boards and/or committees: NO

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input checked="" type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input type="checkbox"/> Public Art Committee
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Recycling & Solid Waste
<input checked="" type="checkbox"/> *Community Development(CDAC)	<input checked="" type="checkbox"/> Golf	<input type="checkbox"/> Sand & Spurs Riding Stables
<input type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> Marine
<input type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Unsafe Structures
		<input type="checkbox"/> *Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.



CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2015 FEB 25 PM 1:00

Marilee

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4096
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. ___ Mrs. ___ Ms. ___ Miss ___ Name: Corey Thompson
(Optional)

Residence Information:

Home Address: 2160 NW 4st
City/State/Zip: Pompano Beach, FL, 33069
Home Phone: 954-727-6778 Cell Phone: 954-727-6778
Email: youstime2323@gmail.com Fax: _____

Business Information:

Employer/Business Name: Longshoremen Association
Current Position / Occupation: Fork Lift Operator
Business Address: 443 NW 6st
City/State/Zip: Fort Lauderdale, FL, 33311
Business Phone: 954-463-0249 Fax: N/A Email: N/A

Are you a U.S. Citizen? Yes No

Are you a resident of Pompano Beach? Yes No Reside in District: 1 ___ 2 ___ 3 ___ 4 5 ___

Do you own real property in Pompano Beach? Yes ___ No

Are you a registered voter? Yes No

Have you ever been convicted of a felony? Yes No

Current or prior service on governmental boards and/or committees: No

Please make a check next to the Advisory Boards/Committees you would like to serve on:

Affordable Housing <input checked="" type="checkbox"/>	Cultural Arts	Parks and Recreation
Air Park	Education <input checked="" type="checkbox"/>	*Planning & Zoning/Local Planning Agency
Architectural Appearance	Emergency Medical Services	*Police & Firefighter's Retirement System
Budget Review	*Employee's Board of Appeals	Pompano Beach Economic Development Council
Charter Amendment	Employee's Health Insurance	Public Art Committee
Community Appearance	*General Employee's Retirement System	Recycling & Solid Waste
*Community Development(CDAC) <input checked="" type="checkbox"/>	Golf <input checked="" type="checkbox"/>	Sand & Spurs Riding Stables
CRA East	Historic Preservation	Marine <input checked="" type="checkbox"/>
CRA West	*Housing Authority of Pompano Beach	*Unsafe Structures
		*Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education:

G.E.D

Experience:

Volunteering, to push for America economic recovery.

Past Positions:

Campaign Volunteering

Hobbies:

Fishing, Bowling, Basket Ball, Foot Ball, Golfing, and Soccer. Also Traveling

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature:



Date:

02-25-015

Initials of Clerk or Deputy:

Date received or confirmed:

Please check one: New Application Currently Serving on Board Updated information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at 954-786-4611, or send via fax to: 954-786-4095.



OFFICE OF EXECUTIVE CLEMENCY

Tallahassee, Florida

CERTIFICATE OF RESTORATION OF CIVIL RIGHTS

WHEREAS, the Governor with the concurrence of the requisite members of the Cabinet of the State of Florida have filed an Executive Order on 09/14/2007 with the Secretary of the State, in compliance with Article IV, Section 8, Constitution of the State of Florida, which grants,

COREY LAMAR THOMPSON

restoration of civil rights, except the specific authority to possess or own a firearm for any and all felony convictions in the state of Florida and/or restoration of civil rights in the State of Florida for any and all felony convictions in any state other than Florida, or in any United States court or military court for which this person has been duly discharged from imprisonment and/or parole, adult community control or probation, and for which this person has not been heretofore granted clemency.

NOW, THEREFORE, I, the Coordinator of the Office of Executive Clemency, pursuant to said Order, and by virtue of the authority vested in me by the Governor with the concurrence of the requisite members of the Cabinet of the State of Florida, do hereby issue this certificate to

COREY LAMAR THOMPSON EO# 2007C-217 DOB: 11/21/1981

and the same shall be evidence to all persons that this person is restored to all civil rights in this State, except the specific authority to possess or own a firearm, lost by reason of any and all felonies this person may have been convicted of in the State of Florida and/or any felony conviction in another state, federal, or military court.

Julia McCall

COORDINATOR

March 16th, 2015

DUPLICATE COPY



CITY OF POMPANO BEACH OFFICE OF THE CITY CLERK
CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

2012 NOV 16 AM 7:30

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
 Post Office Drawer 1300, Pompano Beach, FL 33061
 www.mypompanobeach.org

Mr. Mrs. Ms. Miss Name: RICHARD SASSO
 (Optional)

Residence Information:

Home Address: 2615 NW 26TH AVE
 City/State/Zip: Lighthouse Point FL 33064
 Home Phone: 726 297 7974 Cell Phone: _____
 Email: RSasso@comcast.net Fax: _____

Business Information:

Employer/Business Name: MR SECURITY CAR WASH
 Current Position / Occupation: OWNER
 Business Address: 499 West Atlantic Blvd
 City/State/Zip: Pompano Beach FL 33060
 Business Phone: 726 297 7974 Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No

Are you a resident of Pompano Beach? Yes No Reside in District: 1 2 3 4 5

Do you own real property in Pompano Beach? Yes No

Are you a registered voter? Yes No

Have you ever been convicted of a felony? Yes No

Current or prior service on governmental boards and/or committees: FLORIDA - Dade County Public Works Office

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input checked="" type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input checked="" type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input type="checkbox"/> Public Art Committee
<input checked="" type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> *Community Development	<input checked="" type="checkbox"/> Golf	<input type="checkbox"/> Sand & Spurs Riding Stables
<input checked="" type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> Marine
<input checked="" type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Unsafe Structures
*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.		

In addition a Resume may be attached

Education: _____

SEE PRIOR APPLICATION

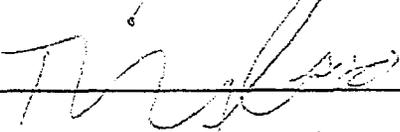
Experience: _____

Past Positions: _____

Hobbies: _____

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: _____



Date: _____

11/14/12

Initials of Clerk or Deputy: _____



Date received or confirmed: _____

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4055.

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.051, "MEMBERS", TO PROVIDE FOR AN ADDITIONAL MEMBER OF THE GOLF COURSE ADVISORY BOARD AND ESTABLISHING A TERM OF OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Golf Course Advisory Board consisting of five (5) members; and

WHEREAS, the City Commission now wishes to add an additional member to the Golf Course Advisory Board and establish a term of office for member; and

WHEREAS, the City Charter has been amended to allow the City Commission to establish the number and term of office of members on advisory boards; and

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 33.051 "Members", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.051 MEMBERS.

(A) The Golf Advisory Board shall consist of ~~five~~ six (6) members who are residents and real property owners of the City of Pompano Beach and who shall be appointed by Resolution of the City Commission. Members of this Board shall serve without compensation.

~~(B) The first members of this Board shall be appointed to serve the following terms:~~

~~(1) One member shall be appointed to serve for a period of one year.~~

~~(2) Two members shall be appointed to serve for a period of two years.~~

~~(3) Two members shall be appointed to serve for a period of three years.~~

~~(B) (C)~~ All future members shall be appointed to serve for a period of three years, ~~and the appointment shall be made at the expiration of the term of office of each of the first members,~~ hHowever, if any member by death, resignation, or other disability or by authority of the City Commission should become unable to serve, another person shall be appointed to fill his unexpired term.

(C) The sixth member appointed after the effective date of this ordinance may be initially for a shorter term.

...

SECTION 2. 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 3. All ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

SECTION 4. This Ordinance shall become effective upon passage.

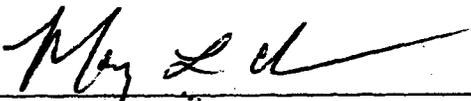
PASSED FIRST READING this 11th day of January, 2005.

PASSED SECOND READING this 25th day of January, 2005.



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/14/04
l:ord/ch33/2005-93

ORDINANCE NO. 2001- 57

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS" OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.051, "MEMBERS", TO PROVIDE FOR ALTERNATE MEMBERS OF THE MUNICIPAL GOLF COURSE BOARD; PROVIDING FOR SERVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Municipal Golf Course Board without the provision for alternate members; and

WHEREAS, the City Commission now wishes to add alternate membership to the Municipal Golf Course Board; and

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 33.051, "Members", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.051 MEMBERS.

(A) The Golf Advisory Board shall consist of five members who are residents and real property owners of the City of Pompano Beach and who shall be appointed by Resolution of the City Commission. Members of this Board shall serve without compensation.

(B) The first members of this Board shall be appointed to serve the following terms:

- (1) One member shall be appointed to serve for a period of one year.
- (2) Two members shall be appointed to serve for a period of two years.
- (3) Two members shall be appointed to serve for a period of three years.

(C) All future members shall be appointed to serve for a period of three years and the appointment shall be made at the expiration of the term of office of each of the first members, however, if any member by death, resignation, or other disability or by authority of the City Commission should become unable to serve, another person shall be appointed to fill his unexpired term.

(D) The City Commission shall appoint two (2) alternate members of the Municipal Golf Course Board, who are residents and real property owners of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be subject to removal for cause by the City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of the Municipal Golf Course Board occur, the Chairman of the Board shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairman shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.

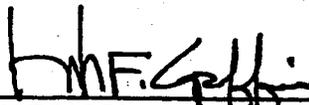
SECTION 2: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or

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 3: This Ordinance shall become effective upon passage.

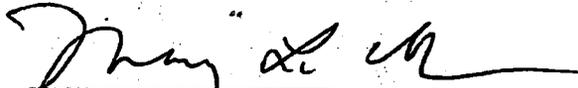
PASSED FIRST READING this 8TH day of MAY, 2001.

PASSED SECOND READING this 22ND day of MAY, 2001.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
3/16/01
l:ord/ch33/2001-222

AN ORDINANCE CREATING AND ESTABLISHING A GOLF BOARD TO BE KNOWN AS THE POMPAÑO BEACH MUNICIPAL GOLF COURSE BOARD; SPECIFYING THE QUALIFICATIONS AND TERMS OF OFFICE OF SAID MEMBERS AND THEIR POWERS AND DUTIES.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF POMPAÑO BEACH, FLORIDA:

SECTION 1. Establishment. Under the provisions of the Charter of the City of Pompano Beach and the laws of the State of Florida, empowering the City of Pompano Beach to operate, direct and conduct recreation plans and facilities, there is hereby established a Golf Board, to be known as the Pompano Beach Municipal Golf Board.

SECTION 11. Membership. Said Board shall consist of five members who are residents and real property owners of the City of Pompano Beach and who shall be appointed by Resolution of the City Commission. Members of this Board shall serve without compensation.

SECTION 111. Terms. The first members of this Board shall be appointed to serve the following terms. 1. One member shall be appointed to serve for a period of one year. 2. Two members shall be appointed to serve for a period of two years. 3. Two members shall be appointed to serve for a period of three years. All future members shall be appointed to serve for a period of three years and such appointment shall be made at the expiration of the term of office of each of the first members, provided, however, if any member by death, resignation or other disability/should become unable to serve, another person shall be appointed to fill his or her unexpired term.

SECTION IV. Powers and duties.

(1) Immediately after their appointment, the members of said Golf Board shall meet and organize by electing from

the membership, a Chairman, Vice-Chairman and a Secretary. The Board shall adopt rules and regulations for the conduct of these meetings and shall keep minutes of its meetings.

(2) Meetings of the Board shall be held at the call of the Chairman or upon the request of any three members/and at such other times as the Board may determine.

(3) The duties of the Board shall be to consult and advise with the City Commission and City Manager and all matters relating to the supervision, operation of the Pompano Beach Golf Course and to make written recommendations pertaining thereto, which shall become part of the record of the City.

SECTION V. Quorum. In order to transact business, said Board shall have present a quorum of three of its members.

SECTION VI. The Pompano Beach Municipal Golf Course Board shall make a report to the City Commission of the City of Pompano Beach, Florida, either annually or upon request of the said Commission.

SECTION VII. All Ordinances, resolutions or parts thereof in conflict with the provisions and intent of this Ordinance are hereby repealed.

Dated this 19th day of OCTOBER A. D. 1954.

Mayor-Commissioner

Passed first reading 19th day of OCT, 1954.
Passed second reading 19th day of OCT, 1954.
Passed third reading 19th day of OCT, 1954.

ATTEST:

City Auditor-Clerk

I, Winifred F. Sharp, City Auditor-Clerk of the City of Pompano Beach, do hereby certify that the foregoing Ordinance No. 541 was regularly passed by the City Commission of the City of Pompano Beach at a Regular Meeting held in the City Hall on the 19th day of October, A. D. 1954.

City Auditor-Clerk

GOLF ADVISORY BOARD

ESTABLISHED: ORD. 541

POWERS AND DUTIES OF THE BOARD

The Power and Duties of the Golf Advisory Board are as follows:

1. The members of the Golf Board shall meet and organize by electing from the membership, a Chairman, Vice-Chairman and a Secretary. The Board shall adopt rules and regulations for the conduct of these meetings and shall keep minutes of its meetings.
2. Meetings of the Board shall be held at the call of the Chairman or upon request of any three members, or by the City Commission, and at such other times as the Board may determine.
3. The duties of the Board shall be to consult and advise with the City Commission and City Manager and all matters relating to the supervision, operation of the Pompano Beach Golf Course and to make written recommendations pertaining thereto, which shall become part of the record of the City.
4. Quorum. In order to transact business, said Board shall have present a quorum of three (3) of its members.
5. The Pompano Beach Municipal Golf Course Board shall make a report to the City Commission of the City of Pompano Beach, Florida, either annually or upon request of the said Commission.

Golf Advisory Board

MEMBERS

Name	Address	District	Phone	Appointed	Expres	Reso No.
Joseph H. Osborne (Chair) City Commission At Large	1100 Pine Drive # 103 (33060) joehersie@bellsouth.net	3	954-943-4756 h	5/13/2014	5/11/2017	2014-234
John J. Stockman (Vice Chair) City Commission At Large	1241 N.E. 27th Avenue (33062) ees29@att.net	1	954-471-5615 c 954-943-9888 h	9/27/2014	9/27/2017	2014-342
Angela Curtin City Commission At Large	3505 Oaks Way # 511 (33069) angiecurtin@aol.com	5	954-254-8876 c 954-917-1910 h	9/10/2013	9/27/2016	2013-372
Al Siefert City Commission At Large	2319 SE 10th St., (33062) al@siefertelectric.com	1	954-448-1352 c 954-781-4053 h	10/13/2015	10/24/2018	2016-24
Richard J. Porraro City Commission At Large	2532 S.E. 13th Street (33062) djprjp@bellsouth.net	1	954-494-2814 c 954-781-2965 h	5/13/2014	5/11/2017	2014-233
James R. Bunn City Commission At Large	360 SE 15 Ave., (33060) bunnsfl@bellsouth.net	3	954-292-4913 c 954-781-1746 h	5/12/2015	5/12/2018	2015-305
(1) Grant Galuppi City Commission At Large	2583 NE 15th Street (33062)	3	561-305-4726 c 954-785-0226	10/13/2015	7/1/2016	2016-25
(2) Gary S. Ruderman City Commission At Large	2583 NE 15th Street (33062)	1	954-295-0041 C	9/23/2014	7/1/2016	2014-343
Melanie Heminger - Secretary			954-786-4191			

Meets: Second Wednesday of each month @ 2:00pm in the Pompano Beach Golf Course Meeting Room
 Established: City Ordinance No. 541
 Elections: Annually in June

**BLUE- Indicates alternate member
 moved to regular member**

Meeting Date: June 14, 2016

Agenda Item

28

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE GOLF ADVISORY BOARD

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE GOLF ADVISORY BOARD OF THE CITY OF POMPANO BEACH AS ALTERNATE # 2 FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JULY 1, 2019; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM FOR APPLICANTS)

This is a Commission's appointment.



Accomplishing this item supports achieving *Initiative 5.2.1*. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: Asceleta Hammond Ext. 4611
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Clerk's Office	6/2/16	Approve	
X City Manager	_____	_____	_____

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	_____	_____	_____

RESOLUTION NO. 2016-____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE GOLF ADVISORY BOARD OF THE CITY OF POMPANO BEACH AS ALTERNATE #2 FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JULY 1, 2019; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Golf Advisory Board of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Golf Advisory Board of the City of Pompano Beach as alternate #2 for a term of three (3) years; said term to expire on July 1, 2019.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this ____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE MARINE ADVISORY BOARD

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE MARINE ADVISORY BOARD OF THE CITY OF POMPANO BEACH AS ALTERNATE #1 FOR A TERM OF THREE (3) YEARS: SAID TERM TO EXPIRE ON JULY 1, 2019; PROVIDING AN EFFECTIVE DATE.

APPLICANTS: W. P. Davis, Jr. – (Incumbent/Alternate #1) – District 1
Daniel Horak – (Incumbent/Alternate #2) – District 3
Kevin C. Crousillat – District 3
Corey Thompson – District 4



Accomplishing this item supports achieving Initiative 5.2.1. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

This is a Commission's appointment.

The Marine Advisory Board membership is as follows: Frank Pelly (District 1) Jean Flom (District 1), Gwendolyn S. Leys (District 3), Vincent Scutellaro (District 3), Penny L. Cutt (District 3), John Verdon (District 1/Alt. 2), W.P. Davis, Jr., (District 1/Alter.1), Daniel Horak (District 3/Alter. 2), Lee A. Corson (District 5).

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: Ascelea Hammond Ext. 4611
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Clerk's Office	6/2/16	Approve	<i>Ascelea Hammond</i>
X City Manager	<i>[Signature]</i>		<i>Lee A. Corson</i>

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

Engineering

Memorandum No. 16-96

DATE: June 2, 2016

TO: Asceleta Hammond, City Clerk

FROM: Missy Stanley, Engineering Secretary/Recording Secretary

SUBJECT: Marine Advisory Board Attendance for W.P. Davis, Jr.

Below is the attendance record for Daniel Horak for the period of June 2013 to present.

<u>Year</u>	<u>No. of Meetings</u>	<u>No. Attended</u>
2013	5	5
2014	9	8
2015	6	5
2016	5	4



MEMORANDUM

Engineering

Memorandum No. 16-95

DATE: June 2, 2016
TO: Asceleta Hammond, City Clerk
FROM: Missy Stanley, Engineering Secretary/Recording Secretary
SUBJECT: Marine Advisory Board Attendance for Daniel Horak

Below is the attendance record for Daniel Horak for the period of June 2013 to present.

<u>Year</u>	<u>No. of Meetings</u>	<u>No. Attended</u>
2013	5	4
2014	9	5
2015	6	3
2016	5	3

RESOLUTION NO. 2016-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE MARINE ADVISORY BOARD OF THE CITY OF POMPANO BEACH AS ALTERNATE #1 FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JULY 1, 2019; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Marine Advisory Board of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Marine Advisory Board of the City of Pompano Beach as alternate #1 for a term of three (3) years; said term to expire July 1, 2019.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this ____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



**CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION**

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. Mrs. ___ Ms. ___ Miss ___ Name: W.P. DAVIS JR
(Optional)

Residence Information:

Home Address: 2731 NE 14th St Cswy # 618
City/State/Zip: Pompano Beach, FL 33062
Home Phone: 954-782-5906 Cell Phone: 954-857-4522
Email: ldavi94@yahoo.com Fax: 954-782-5906

Business Information:

Employer/Business Name: RETIRED
Current Position / Occupation: _____
Business Address: _____
City/State/Zip: _____
Business Phone: _____ Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 2 ___ 3 ___ 4 ___ 5 ___
Do you own real property in Pompano Beach? Yes No ___
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: _____

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Sand & Spurs Riding Stables
<input type="checkbox"/> *Community Development	<input type="checkbox"/> Golf	<input checked="" type="checkbox"/> Marine
<input type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> *Unsafe Structures
<input type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: Springdale High School - High School Diploma 1966
ATTENDED PENN STATE, Forbes Trail Tech - CERTIFIED Welder
ATTENDED Broward Community College. U.S Coast Guard CAPTAIN'S License

Experience: PILOTED VARIOUS boats ON INLAND WATERWAY IN PITTSBURGH
CLIENTS: CHANNEL 10 NEWS, CHANNEL 4 NEWS, NUMEROUS PRIVATE PARTIES,
DAVIDSON SAND + GRAVEL - Towboat Rocket (COMMERCIAL BARGE - SEE ATTACHED

Past Positions: SEA HAVEN YACHT CLUB - COMMODORE 8 YEARS, FLEET
CAPTAIN, NATIONAL CORUETTE MUSEUM - NATIONAL COCHAIR FOR 2009
CARAVAN, STERLING SPRINGS HOME OWNERS ASSOCIATION - OFFICERS,
NEW KENSINGTON VOLUNTEER FIRE DEPARTMENT - OFFICER

Hobbies: BOATING

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: _____

Date: _____

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at 954-786-4611, or send via fax to: 954-786-4095.

W.P. Davis Jr.
2731 NE 14th Street Causeway #618 ~ Pompano Beach, FL. 33062
954-782-5906

Work Experience

The Bartech Group, Inc. 1655 Palm Bch. Lakes Blvd. # 404 West Palm Bch., FL 33401

Trainer – (2006) Department of Transportation CDL license entire State of Florida

Field Engineer and Supervisor – (2005) Returning electric service to airports, hospitals, and municipalities after Hurricane Wilma

Florida Power and Light Company, 330 SW 12th Ave., Pompano Bch. FL. 33096

Distribution Designer I - (1997 – 2003) Responsible for the design of all the distribution construction for a third of Broward County.

Responsibilities include supervising three distribution designers to accomplish this task.

Working Foreman - (1993 – 1997) In charge of 2-4 man crew that performed all phases of construction and maintenance on 23kv distribution system.

Senior Safety Advisor – (1992 – 1993) Safety advisor for transmission and distribution department in Broward County, which included nine service centers.

Senior Labor Relations Advisor – (1991 – 1992) Worked as a liaison between company management and union management to settle disputes on contract issues. Performed a bench-marking study involving over 100 companies nationwide collecting data for contract negotiations. I ran second shift storm center operations in Broward County during Hurricane Andrew restoration.

T&D Supervisor - (1989 -1991) Supervised and scheduled 30 plus crews (overhead and underground) to complete new distribution construction to meet service required dates. Taught new employee ground man training school. Also actively participated in fund-raising for United Way.

Distribution Designer – (1986 – 1989) Designed jobs for new distribution construction for new customers.

Working Foreman – (1984 – 1986) In charge of 2 – 4 man crew that performed all phases of construction and maintenance on 23kv distribution system.

Journeyman/Lineman- (1982 – 1984) Line construction work.

Duquesne Light Company, Pittsburgh, Pennsylvania (1966 – 1982)

Started as messenger and progressed through the lineman apprenticeship program up to crew leader. Line work consisted primarily of converting 4kv systems to 23kv. Work experience also included one year as 2nd class mechanic to complete turbine and generator teardown at Cheswick Power Station.

Military

U.S. Army Reserves – (1966 – 1972) Rank E-5

Education

Springdale High School – High School Diploma 1966

Attended Penn State

Forbes Trail Tech - Certified Welder

Attended Broward Community College

U.S.Coast Guard – U.S.Coast Guard Captain Licensee

Activities

Sea Haven Yacht Club – Served as Commodore for the last 8 years also served in various other positions.

National Corvette Museum – Served as National Co-chair for the 2009 corvette caravan.

Sterling Springs Home Owners Association - Officer (1983 – 1986)

New Kensington Volunteer Fire Department – Officer (1967 – 1975)

Yacht Qualifications

U.S.Coast Guard Master License #791810

Certified Scuba Diver – PADA, National YMCA

Work Experience

1966 – 1982

Piloted various boats on inland waterway in Pittsburgh

Clients: Channel 10 News

Channel 4 News

Numerous private parties

Davidson Sand & Gravel – Towboat Rocket

(commercial barge)

1982 – Present

Piloted 41' Morgan Sailboat, 34'-44' trawlers, 53' Southern Cross, 80' BAIA



CITY OF POMPANO BEACH ADVISORY BOARD / COMMITTEE APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. Mrs. Ms. Miss Name: DANIEL HORAK
(Optional)

Residence Information:

Home Address: 224 NE 16 AVE
City/State/Zip: POMPANO BEACH, FL 33060
Home Phone: 954 914 6204 Cell Phone: _____
Email: d_horak@bellsouth.net Fax: _____

Business Information:

Employer/Business Name: IBC AIRWAYS
Current Position / Occupation: PILOT
Business Address: 8401 NW 17 ST
City/State/Zip: MIAMI, FL 33126
Business Phone: 305 591 8080 Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No
Are you a resident of Pompano Beach? Yes No Reside in District: 1 ___ 2 ___ 3 4 ___ 5 ___
Do you own real property in Pompano Beach? Yes ___ No
Are you a registered voter? Yes No
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: Air park / EMS

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input checked="" type="checkbox"/> Parks and Recreation
<input checked="" type="checkbox"/> Air Park	<input type="checkbox"/> Education	*Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input checked="" type="checkbox"/> Emergency Medical Services	*Police & Firefighter's Retirement System
<input checked="" type="checkbox"/> Budget Review	*Employee's Board of Appeals	Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	Employee's Health Insurance	Recycling & Solid Waste
<input type="checkbox"/> Community Appearance	*General Employee's Retirement System	Sand & Spurs Riding Stables
*Community Development	<input checked="" type="checkbox"/> Golf	<input checked="" type="checkbox"/> Marine
<input checked="" type="checkbox"/> CRA East	Historic Preservation	*Unsafe Structures
<input type="checkbox"/> CRA West	*Housing Authority of Pompano Beach	<input checked="" type="checkbox"/> *Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: 4-year college - BBA

Experience: 5000 flight hours, involvement in local govt.

Past Positions: Airport ops Aide, EMS advisory board member

Hobbies: Boating, golf, flying, civics

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature:  Date: 07-01-2010

Initials of Clerk or Deputy: MS Date received or confirmed: 7/1/10

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.



NOT INTERESTED
7/1/13

**CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION**

**City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061**

**Fax No.: (954) 786-4095
Phone No.: (954) 786-4611**

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Architectural Appearance Board

NAME OF APPLICANT: Kevin C Crousillat

RESIDENCY ADDRESS: 351 SE 10th Street

ZIP CODE: 33060 **HOME PHONE NO.:** (954) 537-4005 / (954) 663-5527

MAILING ADDRESS: 351 SE 10th Street

CITY/STATE/ZIP CODE: Pompano Beach, FL 33060

ARE YOU A CITY RESIDENT? YES: NO:

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: 2: 3: 4: 5: *OK*

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: NO:

ARE YOU A REGISTERED VOTER? YES: NO:

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED. YES: NO:

BUSINESS OR OCCUPATION: Owner of CKA Construction Group, LLC

BUSINESS ADDRESS: 3524 NW 10th Ave

CITY/STATE: Oakland Park, FL

ZIP CODE: 33309

BUSINESS PHONE NO. (954) 537 006

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? No

IF YES, PLEASE LIST NAME: _____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? Y

IF YES, PLEASE LIST NAME:

<u>Community Appearance Committe</u>	<u>Marine Advisory Board</u>
<u>Community Development Advisory Committe</u>	<u>Planning and Zoning Board</u>
<u>Community Redevelopment Agency</u>	<u>Unsafe Structures and Housing Appeals Board</u>

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? No

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: _____

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION: Bachelor Degree in Building Construction/Construction Mangement from the University of Florida.

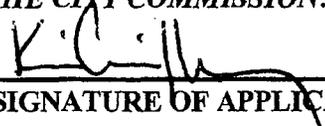
EXPERIENCE: Licensed General Contractor since 2001. Owner of CKA Construction Group, LLC established in 2002. Developed and managed numerous project in variors city of South Florida.

CURRENT POSITION: Owner of CKA Construction, Group, LLC

PAST POSITIONS: Contracts Manager for GL Homes, Superintendent for Bovis Lend Lease Cosntruction.

HOBBIES: Fishing, Scuba Diving, Boating and Sports

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:


SIGNATURE OF APPLICANT

11/18/08
DATE OF APPLICATION

INITIALS OF CLERK OR DEPUTY

DATE RECEIVED OR CONFIRMED

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.



CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
FEB 25 PM 1:15

Marinea

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4010
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. ___ Mrs. ___ Ms. ___ Miss ___ Name: Corey Thompson
(Optional)

Residence Information:

Home Address: 2160 NW 4st
City/State/Zip: Pompano Beach, FL, 33069
Home Phone: 954-727-6778 Cell Phone: 954-727-6778
Email: youattime2323@gmail.com Fax: _____

Business Information:

Employer/Business Name: Longshoremen Association
Current Position / Occupation: Fork Lift Operator
Business Address: 443 NW 6st
City/State/Zip: Fort Lauderdale, FL, 33311
Business Phone: 954-463-0249 Fax: N/A Email: N/A

Are you a U.S. Citizen? Yes No

Are you a resident of Pompano Beach? Yes No Reside in District: 1 ___ 2 ___ 3 ___ 4 5 ___

Do you own real property in Pompano Beach? Yes ___ No

Are you a registered voter? Yes No

Have you ever been convicted of a felony? Yes No

Current or prior service on governmental boards and/or committees: No

Please make a check next to the Advisory Boards/Committees you would like to serve on:

Affordable Housing <input checked="" type="checkbox"/>	Cultural Arts	Parks and Recreation
Air Park	Education <input checked="" type="checkbox"/>	*Planning & Zoning/Local Planning Agency
Architectural Appearance	Emergency Medical Services	*Police & Firefighter's Retirement System
Budget Review	*Employee's Board of Appeals	Pompano Beach Economic Development Council
Charter Amendment	Employee's Health Insurance	Public Art Committee
Community Appearance	*General Employee's Retirement System	Recycling & Solid Waste
*Community Development (CDAC) <input checked="" type="checkbox"/>	Golf <input checked="" type="checkbox"/>	Sand & Spurs Riding Stables
CRA East	Historic Preservation	Marine <input checked="" type="checkbox"/>
CRA West	*Housing Authority of Pompano Beach	*Unsafe Structures
		*Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: G.E.D

Experience: Volunteering to push for America economic recovery.

Past Positions: Campaign Volunteering

Hobbies: Fishing, Bowling, Basket Ball, Foot Ball, Golfing, and Soccer. Also Traveling

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: *Eug Thompson* Date: 02-25-015

Initials of Clerk or Deputy: _____ Date received or confirmed: _____

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.



OFFICE OF EXECUTIVE CLEMENCY

Tallahassee, Florida

CERTIFICATE OF RESTORATION OF CIVIL RIGHTS

WHEREAS, the Governor with the concurrence of the requisite members of the Cabinet of the State of Florida have filed an Executive Order on 09/14/2007 with the Secretary of the State, in compliance with Article IV, Section 8, Constitution of the State of Florida, which grants,

COREY LAMAR THOMPSON

restoration of civil rights, except the specific authority to possess or own a firearm for any and all felony convictions in the state of Florida and/or restoration of civil rights in the State of Florida for any and all felony convictions in any state other than Florida, or in any United States court or military court for which this person has been duly discharged from imprisonment and/or parole, adult community control or probation, and for which this person has not been heretofore granted clemency.

NOW, THEREFORE, I, the Coordinator of the Office of Executive Clemency, pursuant to said Order, and by virtue of the authority vested in me by the Governor with the concurrence of the requisite members of the Cabinet of the State of Florida, do hereby issue this certificate to

COREY LAMAR THOMPSON EO# 2007C-217 DOB: 11/21/1981

and the same shall be evidence to all persons that this person is restored to all civil rights in this State, except the specific authority to possess or own a firearm, lost by reason of any and all felonies this person may have been convicted of in the State of Florida and/or any felony conviction in another state, federal, or military court.

Julia McCall

COORDINATOR
March 16th, 2015
DUPLICATE COPY

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.121, "MEMBERS", TO PROVIDE FOR AN ADDITIONAL MEMBER OF THE MARINE ADVISORY BOARD AND ESTABLISHING A TERM OF OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Marine Advisory Board consisting of five (5) members; and

WHEREAS, the City Commission now wishes to add an additional member to the Marine Advisory Board and establish a term of office for member; and

WHEREAS, the City Charter has been amended to allow the City Commission to establish the number and term of office of members on advisory boards; and

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 33.121 "Members", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.121 MEMBERS.

(A) The Marine Advisory Board shall consist of ~~five (5)~~ six (6) members who are residents of the City of Pompano Beach. Members of this Board shall serve without compensation

(B) Members shall be appointed by resolution of the City Commission. Terms of the ~~first~~ members shall be as follows: ~~one member shall serve one year; two members shall serve two years; and two members shall serve three years~~ except the sixth member appointed after the effective date of this ordinance may be initially appointed for a shorter term. All members appointed in the future after the expiration of the original terms shall be appointed to serve for a period of three years. Any vacancies shall be filled by resolution of the City Commission, and where the vacancy occurs otherwise than by expiration of the term, the appointment filling the vacancy shall be for the unexpired term. Members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

...

SECTION 2. 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 3. All ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

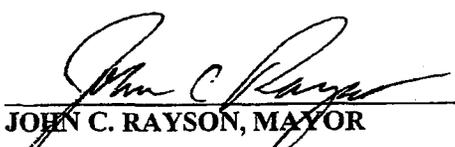
SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 11th day of January, 2005.

PASSED SECOND READING this 25th day of January, 2005.

ATTEST


MARYL. CHAMBERS, CITY CLERK


JOHN C. RAYSON, MAYOR

GBL/jrm
12/10/04
I:ord/ch33/2005-88

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS" OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.121, "MEMBERS", TO PROVIDE FOR ALTERNATE MEMBERS OF THE MARINE ADVISORY BOARD; PROVIDING FOR SEVERABILITY; PROVIDING — AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Marine Advisory Board without the provision for alternate members; and

WHEREAS, the City Commission now wishes to add alternate membership to the Marine Advisory Board; and

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 33.121, "Members", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.121 MEMBERS.

(A) The Marine Advisory Board shall consist of five (5) members who are residents of the City of Pompano Beach. Members of this Board shall serve without compensation

(B) Members shall be appointed by resolution of the City Commission. Terms of the first members shall be as follows: one member shall serve one year; two members shall serve two years; and two members shall serve three years. All members appointed in the future after the expiration of the original terms shall be appointed to serve for a period of three years. Any vacancies shall be filled by resolution of the City Commission, and where the vacancy occurs otherwise than by expiration of the term, the appointment filling the vacancy shall be for the unexpired term. Members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

(C) The City Commission shall appoint two (2) alternate members of the Marine Advisory Board, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be subject to removal for cause by the City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of the Marine Advisory Board occur, the Chairman of the Board shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairman shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.

~~(C)~~ (D) The City Manager shall appoint one member of staff to serve as secretary to the Board who shall perform the following duties:

- (1) Prepare all minutes.
- (2) Process all items to be placed on Commission agenda.
- (3) Coordinate staff input and provide advice as needed.

SECTION 2: 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 3: This Ordinance shall become effective upon passage.

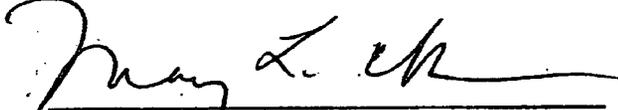
PASSED FIRST READING this 8TH day of MAY, 2001.

PASSED SECOND READING this 22ND day of MAY, 2001.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
3/16/01
Lord/ch33/2001-225

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE CREATING THE MARINE ADVISORY BOARD OF THE CITY
OF POMPANO BEACH; PROVIDING FOR POWERS AND DUTIES; PROVIDING
A SAVINGS CLAUSE; 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 Commission Meeting Room of the City of Pompano Beach, Florida; 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: ESTABLISHMENT.

Pursuant to the provisions of Section 234 of the Charter, there is hereby established a Marine Advisory Board.

SECTION 2: MEMBERS.

(A) The Marine Advisory Board shall consist of five (5) members who are residents of the City of Pompano Beach. Members of this Board shall serve without compensation.

(B) Members shall be appointed by resolution of the City Commission. Terms of the first members shall be as follows: one member shall serve one year; two members shall serve two years; and two members shall serve three years. All members appointed in the future after the expiration of the original terms

shall be appointed to serve for a period of three years. Any vacancies shall be filled by resolution of the City Commission, and where the vacancy occurs otherwise than by expiration of the term, the appointment filling the vacancy shall be for the unexpired term. Members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

(C) The City Manager shall appoint one member of staff to serve as secretary to the Board who shall perform the following duties:

- (1) Prepare all minutes.
- (2) Process all items to be placed on Commission agenda.
- (3) Coordinate staff input and provide advice as needed.

SECTION 3: POWERS AND DUTIES.

(A) The members of the Marine Advisory Board shall meet and organize by electing from the membership a Chairman. The Board may adopt rules and regulations for the conduct of its meetings, including the methods of calling a meeting. It is suggested that the Board meet not less than once every two (2) months, and more frequently if the press of business requires. The Board shall keep minutes of its meetings, copies of the minutes to be provided to the City Commission. The Board shall make a quarterly report to the City Commission, and shall make other reports as may from time to time be requested by the City Commission or desired to be submitted by the Board.

(B) The Board may consider any subject matter, it considers appropriate and in addition, is specifically directed to consider and make recommendations on the following subjects:

- (1) Conditions of waterways and needed corrections including the study of the most feasible and economic method of maintaining the depths of waterways within the City.

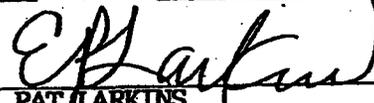
- (2) Waterways, safety and traffic control on waterways.
- (3) Activities of any authority assigned to patrol the waterways within the City of Pompano Beach.
- (4) Operation of privately owned marinas.
- (5) Operations of small boat docking areas.
- (6) Hurricane procedures.
- (7) Instructional schools.
- (8) Relations with Coast Guard.
- (9) Regulation of water skiing and surfboarding.
- (10) Operations of excursion boats.
- (11) Regulation of boat docking on any navigable waterway within the City of Pompano Beach.
- (12) Regulation of water and boat shows and boat races.
- (13) Service operation of City marinas, boat launching, docks, etc.
- (14) Traffic conditions under bridges.
- (15) Sanitation problems and proposed laws governing effluents from boats.
- (16) Advertising and publicity. The Marine Advisory Board shall work with the City Administration on any activity relating to boating.

SECTION 4: If any section or provision of this Ordinance shall be held invalid, such holding shall not affect or invalidate any other section or provision which is not of itself invalid.

SECTION 5: This Ordinance shall become effective upon passage.

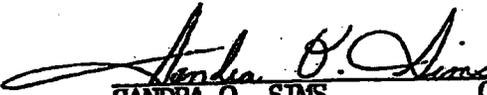
PASSED FIRST READING this 24th day of September, 1985.

PASSED SECOND READING this 1st day of October, 1985.



E. PAT LARKINS MAYOR

ATTEST:



SANDRA O. SIMS CITY CLERK

ABA/md
5/23/85
#198
Rev. 9/25/85
DCR/mv 

Marine Advisory Board MEMBERS

Name	Address	District	Phone	Appointed	Expires	Reso No.
Jean McPhail Flom (Vice Chair) City Commission At Large	801 Briny Ave, # 1204 (33062) dafjmf@comcast.net	1	954-941-5813 h 954-439-1200 c	10/22/2013	10/28/2016	2014-38
Gwendolyn S. Leys City Commission At Large	620 S.E. 5th Terrace (33060) gsleysrn@bellsouth.net	3	954-942-8108 h 954-783-1998 o 954-647-3539 c	10/28/2014	10/28/2017	2015-36
Frank Pelly (Chair) City Commission At Large	1051 NE 28th Ave. (33062) frankpel5@aol.com	1	954-943-7885	10/13/2015	10/28/2018	2016-27
Penny L. Cutt City Commission At Large	291 S.E. 9th Court (33060) pcutt@coastalsystemsint.com reefrats@hotmail.com	3	954-942-8353 h 561-640-1003 o 954-401-2578 c	10/28/2014	10/28/2017	2015-35
Vincent Scutellaro City Commission At Large	1100 S.E. 5th Court #93 (33060) vincentscutellaro@southernboating.com	3	954-943-5957 954-522-5515 o	10/13/2015	10/28/2018	2016-28
Lee A. Corson City Commission At Large	4112 Palm Aire Drive West # 123-B (33069) leecorson62@aol.com	5	954-971-2986 h 704-965-8217 c	2/10/2015	1/10/2018	2015-178
(1) W. P. Davis, Jr. City Commission At Large	2731 NE 14th St. Cswy. #618 (33062) ldavi94@yahoo.com	1	561-325-1366 c 954-782-5906 h	6/25/2013	7/1/2016	2013-291
(2) Daniel Horak City Commission At Large	224 NE 16th Avenue, (33060) d_horak@bellsouth.net	3	954-914-6204 h 305-541-8080 o	6/25/2013	7/1/2016	2013-292
Missy Stanley - Secretary	Public Works Administration 1201 N.E. 5th Avenue		954-786-4506			

Meets: Third Monday of each month @3:30pm in the Public Works Admin. Building
 Established: City Resolution No.86-1 Elections: Annually in January

Meeting Date: June 14, 2016

Agenda Item

30

REQUESTED COMMISSION ACTION:

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

SHORT TITLE APPOINTMENT TO THE MARINE ADVISORY BOARD

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE MARINE ADVISORY BOARD OF THE CITY OF POMPANO BEACH AS ALTERNATE #2 FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JULY 1, 2019; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM)



Accomplishing this item supports achieving *Initiative 5.2.1*. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

This is a Commission's appointment.

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: Mary L. Chambers Ext. 4611
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Clerk's Office	6/18/13	Approve	
<input checked="" type="checkbox"/> City Manager			

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 _____	_____	_____	_____

RESOLUTION NO. 2016-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE MARINE ADVISORY BOARD OF THE CITY OF POMPANO BEACH AS ALTERNATE #2 FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JULY 1, 2019; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Marine Advisory Board of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Marine Advisory Board of the City of Pompano Beach as alternate #2 for a term of three (3) years; said term to expire July 1, 2019.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this ____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

REQUESTED COMMISSION ACTION:

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

SHORT TITLE APPOINTMENT TO THE HISTORIC PRESERVATION COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE HISTORIC PRESERVATION COMMITTEE OF THE CITY OF POMPANO BEACH, FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JUNE 13, 2019; PROVIDING AN EFFECTIVE DATE.

- APPLICANTS: Judy Knoebel, **Incumbent** – District 1
 Colleen Murphy, **Incumbent/ Alt. #1** – District 1
 Barbara Armbrister-Boynton, **Incumbent/Alt. #2** – District 5
 Jacqueline Reed – District 2
 John Way – District 3
 Carmen Jones – District 4
 Marguerite K. Luster – District 4



Accomplishing this item supports achieving *Initiative 5.2.1*. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

This is a City Commission's Appointment.

The membership of the Committee is as follows: **Micah A. Johnson** (District 4); **Jerry K. Bowman, Sr.** (District 3), **Hibbard Casselberry** (District 5); **Judy Knoebel** (District 1), **Margaret White** (District 3), **Hazel Armbrister** (District 4), **Tobi Aycock** (District 3), **Colleen Murphy** (District 1/Alt.#1) and **Barbara Armbrister-Boynton** (District 5/Alt.#2)

The Historic Preservation Board shall consist of seven (7) voting members appointed by the City Commission for a three-year-term. One member of the Board shall be a registered architect, if available. The remaining six (6) appointments shall be made on the basis of civic pride, integrity, experience, and interest in the field of historic preservation. Each of the seven (7) voting members shall reside within city limits. The City Commission should, to the extent available, appoint a representative from each of the following areas of expertise: (1) History, (2) Architecture, (3) Architectural history, (4) Archaeology, (5) Planning and (6) Other historic preservation related disciplines such as Urban Planning, American Studies, American Civilization, Cultural Geography or Cultural Anthropology. Two (2) alternate members shall also be appointed by the City Commission for terms of two (2) years.

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: Asceleta Hammond Ext. 4611
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Clerk's Office	<u>6/3/16</u>	Approve	<u>Asceleta Hammond</u>
<input checked="" type="checkbox"/> City Manager	_____	_____	<u>Micah A. Johnson</u>

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 _____	_____	_____	_____
_____	_____	_____	_____

RESOLUTION NO. 2016-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE HISTORIC PRESERVATION COMMITTEE OF THE CITY OF POMPANO BEACH, FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JUNE 13, 2019; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Pompano Beach Historic Preservation Committee of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Pompano Beach Historic Preservation Committee of the City of Pompano Beach, for a term of three (3) years; said term to expire June 13, 2019.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this ____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



MEMORANDUM

Development Services

DATE: May 16, 2016
TO: Asceleta Hammond , City Clerk
FROM: Gisla Bush, Zoning Technician
SUBJECT: Attendance Record for Judy Knoebel, Colleen Murphy and Barbara Armbrister Boynton

Historic Preservation Committee

Listed below is the attendance record for Judy Knoebel from May 2013 to present.

	<u>Meetings Held</u>	<u>Meetings Attended</u>
Judy Knoebel	37	33

Listed below is the attendance record for Colleen Murphy (Atl 1) from June 2015 to present.

	<u>Meetings Held</u>	<u>Meetings Attended</u>
Colleen Murphy	11	3

Listed below is the attendance record for Barbara Armbrister Boynton (Atl 2) from February 2014 to present.

	<u>Meetings Held</u>	<u>Meetings Attended</u>
Barbara Armbrister Boynton	27	14



**CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION**

City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061

Fax No.: (954) 786-4095

Phone No.: (954) 786-4611

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Historic Preservation Board

NAME OF APPLICANT: Judy Knobel

RESIDENCY ADDRESS: 3412 Norfolk St

ZIP CODE: 33062 HOME PHONE NO.: 954 946 0628

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: Pompano Beach, FL 33062

ARE YOU A CITY RESIDENT? YES: NO:

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: 2: 3: 4: 5: *all of*

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: NO:

ARE YOU A REGISTERED VOTER? YES: NO:

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED, YES: NO:

BUSINESS OR OCCURATION: Retired

BUSINESS ADDRESS: N/A

CITY/STATE: N/A

ZIP CODE: N/A

BUSINESS PHONE NO. N/A

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? No

IF YES, PLEASE LIST NAME: _____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? No

IF YES, PLEASE LIST NAME: _____

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? No

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: _____

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION: BS - Business & MBA - Executive

EXPERIENCE: 30+ years as Business Manager for AT&T
6 years as Management Consultant for Customer Svc.

CURRENT POSITION: Retired & VOLUNTEER

Treasurer of Pompano Historical Soc, Bonnet House Guide, etc
Library of Congress Reader for Talking Books, MOA Friend
PAST POSITIONS: President of Homeowners Assn, Scriptalist President

HOBBIES: History, Travel, Books

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

Judy E. [Signature]
SIGNATURE OF APPLICANT

12/25/08
DATE OF APPLICATION

INITIALS OF CLERK OR DEPUTY

DATE RECEIVED OR CONFIRMED

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE _____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.



**CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION**

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

2014 JUL 30 PM 3:04
CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

Mr. ___ Mrs. ___ Ms. ___ Miss ___ Name: Colleen Murphy
(Optional)

Residence Information:
Home Address: 1040 NE 23RD TERRACE (AS OF SEPT 2014)
City/State/Zip: POMPANO BEACH 33062
Home Phone: _____ Cell Phone: 860-480-1711
Email: abedardling@hotmail.com Fax: _____

Business Information:
Employer/Business Name: Keyes Real Estate
Current Position / Occupation: Agent
Business Address: 1200 Yamato Rd
City/State/Zip: BOCA RATON
Business Phone: _____ Fax: _____ Email: abedardling@hotmail.com

Are you a U.S. Citizen? Yes No _____
Are you a resident of Pompano Beach? Yes will be Sept No _____ Reside in District: 1 2 3 4 5
Do you own real property in Pompano Beach? Yes No _____
Are you a registered voter? Yes No _____
Have you ever been convicted of a felony? Yes _____ No
Current or prior service on governmental boards and/or committees: 12+ years Recycling Committee in Litchfield, CT

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input type="checkbox"/> Public Art Committee
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input checked="" type="checkbox"/> <u>Recycling & Solid Waste</u>
<input type="checkbox"/> *Community Development(CDAC)	<input type="checkbox"/> Golf	<input type="checkbox"/> Sand & Spurs Riding Stables
<input type="checkbox"/> CRA East	<input checked="" type="checkbox"/> <u>Historic Preservation</u>	<input checked="" type="checkbox"/> *Unsafe Structures
<input type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: UCONN - Torrington, CT

Experience: Headed up Earth Day Clean-up for 12+ years in Hitchfield, CT

Restored home built in 1782 - Historic District

Past Positions: Volunteer - Recycling Committee

Hobbies: Jogging, traveling, cook-outs, antiques

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: Colleen Murphy

Date: 7/30/2014

Initials of Clerk or Deputy:

Date received or confirmed:

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

Colleen Murphy
398 Paulus Court, Boca Raton, FL 33486
860-480-1711
abeldarling@hotmail.com

CUSTOMER SERVICE PROFESSIONAL

Profile

- More than 16 years' successful experience in customer service and hospitality with recognized strengths in account maintenance, problem-solving and trouble-shooting, sales staff support, and planning/implementing proactive procedures and systems to avoid problems in the first place.
- Possess solid computer skills, ability to close deals.
- Energetic, goal driven, empathy for people,
- Ability to train, motivate, multi-task, delegate and supervise others.
- A team player, acknowledged as "Total Quality Customer Service Professional."
- Process payroll and payroll tax reports and filings, and maintain/update/ restore all aspects of antique home.

Synopsis of Achievements

- Increased customer retention by 100%.
- Opened first Bed & Breakfast in Litchfield, CT.
- Obtained approvals from zoning boards.
- Updated 1782 home to accommodate local codes to run B&B.
- Web based present
- Proactive planning led to notable increase in repeat guest return
- Licensed Real Estate agent since 2000

Employment

Laird International, Pompano Beach, FL 2013 - Present

Sales/ Shipping & Receiving

- Work with local golf municipalities to introduce new line of women's golf clothing
- Help set up and break down display booth at PGA show Orlando 2013/ sold \$12,000 worth of golf bags
- Organize warehouse sample sales
- Quality control of shipping orders.

Abel Darling Bed & Breakfast, Litchfield, CT

1995-2011

Owner

- Instrumental in opening the first Bed & Breakfast in historic district in Litchfield, CT
- Received recognition from New York Times, New Yorker Magazine, trip advisor, Fodor's, Frommers.
- Operated B&B from meet/greet guests to serving breakfast and assisting with travel recommendations.
- International client base

Education

University of Connecticut, Torrington, CT

1995

Bachelor of Science: Communications

References Furnished Upon Request



**CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION**

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. ___ Mrs. ___ Ms. ___ Miss ___ Name: Barbara Ambrister-Boydton
(Optional)

Residence Information:

Home Address: 3528 Sahara Springs Blvd.
City/State/Zip: Pompano / Florida / 33069
Home Phone: 954-974-4141 Cell Phone: 954-829-3741
Email: bbkitty@bellsouth.net Fax: _____

Business Information:

Employer/Business Name: N/A
Current Position / Occupation: Retired Teacher
Business Address: _____
City/State/Zip: _____
Business Phone: _____ Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No

Are you a resident of Pompano Beach? Yes No Reside in District: 1 ___ 2 ___ 3 ___ 4 ___ 5 ^{ok}

Do you own real property in Pompano Beach? Yes ___ No ___

Are you a registered voter? Yes No

Have you ever been convicted of a felony? Yes ___ No

Current or prior service on governmental boards and/or committees: former military wife (spouse)

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input checked="" type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Sand & Spurs Riding Stables
<input type="checkbox"/> *Community Development	<input type="checkbox"/> Golf	<input type="checkbox"/> Marine
<input type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> *Unsafe Structures
<input checked="" type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: M.S Degree Education

Experience: Also, worked at The AF Academy, Colo Spgs. CO
Advisor / Education Dept.

Past Positions: _____

Hobbies: Cooking, Flower gardening, Arts, Reading
Documentary films, Walking, biking, enjoy
Movies and watching basketball.

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: Roberta A. Brynston

Date: 4/20/2011

Initials of Clerk or Deputy: rs

Date received or confirmed: 5/1/13

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

State of Florida Department of Education

PROFESSIONAL EDUCATOR'S CERTIFICATE

This Certifies That

BARBARA ARMBRISTER BOYNTON

*Has satisfactorily completed all requirements of Florida Statutes and
State Board of Education Rules for the coverages or endorsements listed below:*

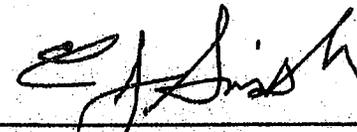
ELEMENTARY EDUCATION / (GRADES 1 - 6)
ENGLISH TO SPEAKERS OF OTHER LANGUAGES (ESOL) / ENDORSEMENT

July 01, 2009 - June 30, 2014

Department of Education Number 332227



Dr. Frances Haithcock
Chancellor, K-12 Public Schools



Dr. Eric J. Smith
Commissioner of Education

July 24, 2008

BARBARA ARMBRISTER-BOYTON
3528 Sahara Springs Boulevard
Pompano Beach, Florida 33069
(954) 974-4141

T	-	tactful, teamworker, thinker
E	-	empathetic, enthusiastic, energetic
A	-	adviser, adventurer, articulate
C	-	creative, communicative, challenger
H	-	helpful, heedful, humanitarian
E	-	enriching, earthy, earnest
R	-	righteous, reflective, role-model

OBJECTIVE

Seeking a challenging and rewarding teaching position where my creativity, knowledge, and unique skills will be fully employed to deliver positive results and enhance the lives of children and adults.

HIGHLIGHTS

Professional and educational background includes detailed, working knowledge in the following key areas:

- **Elementary Education:** Goal Setting, Lesson Plan Development, Parent Conferences, Recordkeeping, & Classroom Management
- **Elementary Curriculum:** Language Arts, Science, Social Studies, & Mathematics
- **Specialized Programs & Settings:** Child-Centered Classrooms, Cooperative Learning Groups, Functional/Life skills, Whole/Small Group/Individual Instruction, & Inclusion/Resource Room Settings
- **Developmentally-Appropriate Curriculum**
- **Child-Centered Problem Solving Strategies**
- **Behavior Management Strategies**

Excellent interpersonal skills. Able to motivate students to highly-productive levels. Flexible. Organized. Able to conceptualize creative projects and follow through to their fruition. Enthusiastic. Sensitive to the individual needs of young children.

EDUCATION

KENT STATE UNIVERSITY, *Kent, Ohio*
MASTER OF EDUCATION – Early Childhood Education

FLORIDA MEMORIAL COLLEGE, *Miami, Florida*
BACHELOR OF SCIENCE – Elementary Education

PERSONAL DATA

Excellent health ... Interests: reading, the arts, music, and physical fitness activities.

TEACHING ENDEAVORS

BROWARD COUNTY SCHOOL DISTRICT (Pompano Beach/Cocanut Creek/Coral Springs, Florida)

Full-Time Teacher

MARKHAM ELEMENTARY SCHOOL: Second Grade – Pompano Beach (2001-Present)

PALMVIEW ELEMENTARY SCHOOL: Third Grade – Pompano Beach (1994-1995)

COCONUT CREEK ELEMENTARY SCHOOL: First Grade – Cocanut Creek (1994-1995)

CORAL SPRINGS ELEMENTARY SCHOOL: First & Fifth Grades – Coral Springs (1971-1974)

Design and implement creative lesson plans. Adhered to disciplinary policies and procedures; keep accurate student records; and maintain open communication with parents.

THE CLEVELAND PUBLIC SCHOOL DISTRICT (Cleveland, Ohio)

Full-Time Teacher

ARTEMUS WARD: First Grade (1997-2001)

SUNBEAM SCHOOL: Fourth Grade (1995-1997)

LOUIS PASTEUR ELEMENTARY SCHOOL: Second Grade (1993-1994)

EAST CLARK ELEMENTARY SCHOOL: Second Grade (1992-1993)

EAST CLARK ELEMENTARY SCHOOL: Third Grade (1991-1992)

As a full-time teacher with the Cleveland Public School District, ultimately responsible for demonstrating effective teaching strategies and classroom management skills. Conceptualized and successfully implemented creative literature-based lesson plans which promote positive academic, emotional, social, and life skills. Established and maintained open communication with parents, guardians, and other educators.

AIR FORCES BASES (New York & Michigan)

Education Advisor & Testing Proctor

WURTHSMITH AIR FORCE BASE – Michigan (1988-1989)

GRIFFISS AIR FORCE BASE – New York (1997-1978)

Duties in Counseling included answering various questions concerning academic studies in particular fields and careers, and promoting the benefits of higher education. As a Testing Proctor at Griffiss AFB, assisted in the administering and monitoring examinations.

OTHER ENDEAVORS

Civilian Payroll Clerk

WURTHSMITH AIR FORCE BASE – Michigan (1987-1988)

Handled all aspects of maintaining civilian pay accounts.

Sales/Customer Service Associate

BUCCANEER SHOP – Colorado Springs, Colorado (1984-1986)

THE DENVER STORE – Colorado Springs, Colorado (1983-1984)

As a Sales Associate with these flourishing specialty shops, was ultimately responsible for ensuring professional customer service while maintaining maximum profitability for the particular store. Daily duties entailed: individualized customer service, creative merchandising, and handling/processing of cash/check/credit card transactions. Identified potentially problematic areas/concerns and provided immediate, amiable, and cost effective solutions.

References Available Upon Request



CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

2015 JUN 30 PM 5:10

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. ___ Mrs. ___ Ms. Miss ___ Name: Jacqueline Reed
(Optional)

Residence Information:

Home Address: 501 N W 21st Terr
City/State/Zip: Fort Lauderdale, FL 33311
Home Phone: 954-321-7861 Cell Phone: 954-699-6375
Email: Jacqueline.Oasiscd.org Fax: 954-586-1114

Business Information:

Employer/Business Name: Oasis of Hope Community Dev. Corp.
Current Position / Occupation: President
Business Address: 50 NE 1st Street
City/State/Zip: Pompano Beach, FL 33060
Business Phone: 954-586-1283 Fax: 954-586-1114 Email: Jacqueline.Oasiscd.org

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes ___ No Reside in District: 1 ___ 2 3 ___ 4 ___ 5 ___
(Business)
Do you own real property in Pompano Beach? Yes No ___
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: NONE

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input checked="" type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input type="checkbox"/> Public Art Committee
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> *Community Development(CDAC)	<input type="checkbox"/> Golf	<input type="checkbox"/> Sand & Spurs Riding Stables
<input type="checkbox"/> CRA East	<input checked="" type="checkbox"/> Historic Preservation	<input checked="" type="checkbox"/> *Unsafe Structures
<input type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: Master Business Administration; Nova Southeastern University

Experience: Over 18 years experience working with communities and affordable housing and revitalizing low and moderate communities

Past Positions: Executive Director Northwest Community Consortium Inc. WPB, FL. City of West Palm Beach CRA Project Manager. SunTrust Bank Community Reasion.

Hobbies: Working out and traveling.

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: 

Date: 4/28/15

Initials of Clerk or Deputy: _____

Date received or confirmed: 6/30/15 ^{102A}

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at 954-786-4611, or send via fax to: 954-786-4095.

Jacqueline Reed
501 NW 21st Terr.
Fort Lauderdale, FL 33311
954-699-8375 CELL
954-321-7861 HOME
jacketuft@yahoo.com EMAIL

SUMMARY OF QUALIFICATION

15+ years' nonprofit organizational management & construction development
10+ years staff management

SUMMARY OF EMPLOYMENT

OASIS OF HOPE COMMUNITY DEV CORPORATION
President

Pompano Beach, FL
March 2009 – Current

- Responsible for all administrative, operational and grant functions of the organization.
- Correspond directly with County and City Officials.
- Responsible for creating a strategic plan for neighborhood revitalization including housing rehabilitation and new construction projects and programs.
- Responsible for meeting the financial needs for the organization.

NORTHWEST COMMUNITY CONSORTIUM, INC. (NCCI) West Palm Beach, FL
Executive Director

Nov. 2010 – November 2014

- Responsible for all administrative, operational and grant functions of the organization.
- Correspond directly with County and City Officials and major decision makers for neighborhood community revitalization projects.
- Responsible for creating a strategic plan for the Northwest Neighborhoods Revitalization plan including housing rehabilitation, new construction projects, health related programs, youth, and senior citizens programs.
- Responsible for obtaining government grants to meet the financial needs for the organization.
- Maintaining government contracts for security of the neighborhood, maintenance of the neighborhood and beautification.

CITY OF WEST PALM BEACH
CRA Project Manager

West Palm Beach, FL
June 2009 – October 2010

- Responsible for administering and monitoring Tax Increment Finance program grants related to the Downtown District in the Northwest Community of West Palm Beach.
- Correspond with City Officials, major decision makers and community leaders on projects and incentives for community revitalization projects the Northwest area.
- Responsible for developing a strategic plan to assist community leaders in becoming organizationally sound to implement new program of services in the community.

- Responsible for engaging community in community meetings, community service activities and referring community members to needed resources.

NEW VISIONS COMMUNITY DEVELOPMENT CORP. Fort Lauderdale, FL
Executive Director Nov. 2002–Dec. 2008

- Provided all administrative, operational and grant functions of the organization.
- Implemented the goals and focus of workforce/affordable housing programs, economic development and community planning for low and moderate income families.
- Corresponded directly with County and City Officials and major decision makers for neighborhood community revitalization projects.
- Responsible for housing development including rehabilitation, and new construction projects.
- Responsible for obtaining government grants to meet the financial gap needed to fulfill housing and development projects.
- Responsible for managing the first time homebuyer program and down payment assistance program.

UNIVERSAL TRUTH COMMUNITY DEVELOPMENT CORP. Miami, FL
Housing Director/Project Coordinator 1999-2002

- Responsible for implementing all community housing projects and programs for the organization.

MIAMI DADE COLLEGE Miami, FL
Adjunct Professor 1999 - 2003

- Introduction to Marketing, Introduction to Business and Mortgage Finance Instructor

SUNTRUST BANK Fort Lauderdale, FL
Community Reinvestment Act (CRA) Liaison 1990-1997

- Liaison for banks' community outreach projects for Affordable Housing Residential Real Estate Lending Department.

EDUCATION and Continuing Education Units (CEU)

Southern University, Baton Rouge, LA; Bachelor of Science, 1983

Nova Southeastern University, Davie, FL; Master's in Business Administration 2004

Harvard Divinity School Summer Leadership Institute 2007

Mission of Peace National Corporation, Flint, MI; HUD housing counseling and Loss Mitigation Training, 2008.

FIU/LISC, Miami, FL Community Development Training Institute, 2004 and 2005

Money Smart Seminar, Federal Reserve Bank, Miami, FL, certified, 2003

Neighbor Works Certificate of Professional Recognition in Homebuyer Education Train the Trainer certification and Training Certification, 2003

American Homeownership Education & Counseling Training, and Train the Trainer, certification, 2001

Project Development Program, (DTI), Miami, FL, 2000

The Keys to Project/Construction Management, Miami, FL, 2000

Neighbor Works Certification of Professional Recognition in Homebuyer Education Train the Trainer certification and Training Certification, 2012

ACCOMPLISHMENTS

Constructed, developed and managed projects to build 151 new construction affordable houses in the Broward County areas and managed a 21 unit townhouse rehabilitation project in the Miami Dade County area.

Managed a nonprofit budget of over \$4.5 million.

Leverage government and CRA funding from HOME - CHDO, CRA - TIF, CDBG, and SHIP funds to develop housing projects and assist buyers with down payment and closing cost assistance.

Reference: Available upon request

JOHN W... (handwritten signature)

ZIP CODE: 33301 BUSINESS PHONE NO. (954) 712-1963

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? No

IF YES, PLEASE LIST NAME:

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE?

IF YES, PLEASE LIST NAME:

Charter Amendment Advisory Board Budget Review Committee
Affordable Housing Advisory Board Employees Board of Appeals
Recycling and Solid Waste Committee Historic Preservation Board

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? No

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE:

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION: Communications-Degree 1998

EXPERIENCE: I have worked many positions of responsibility. My latest role at the Broward County Supervisor c has me managing Early Voting and the Ballot Sorting process for Broward County in which I had 160 people under n

CURRENT POSITION: My latest role at the Broward County Supervisor of Elections has me managing Early Voting and the Ballot Sorting process for Broward County in which I had 160 people under my direct supervis

PAST POSITIONS: Special Projects Manager for Client Council Communications/Director of Operations of Cox

HOBBIES: Beach Volleyball, Mountain Biking, Civic Duty

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

SIGNATURE OF APPLICANT (handwritten signature)

DATE OF APPLICATION 02-23-2010

INITIALS OF CLERK OR DEPUTY (handwritten initials)

DATE RECEIVED OR CONFIRMED 10/29/14

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.



CITY OF POMPANO BEACH
 ADVISORY BOARD / COMMITTEE
 APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
 Post Office Drawer 1300, Pompano Beach, FL 33061
 www.mypompanobeach.org

Mr. ___ Mrs. ___ Ms. X Miss ___ Name: Carmen Jones
 (Optional)

Residence Information:

Home Address: 721 NW 16th Street
 City/State/Zip: POMPANO FL 33060
 Home Phone: 954-249-9026 Cell Phone: 954-249-9026
 Email: CJONES@BRBH.COM Fax: _____

Business Information:

Employer/Business Name: Boca Raton Regional Hospital
 Current Position / Occupation: PAYROLL
 Business Address: 800 Meadows Road
 City/State/Zip: Boca Raton FL 33486
 Business Phone: 561-955-4756 Fax: 561-955-2165 Email: CJONES@BRBH.COM

Are you a U.S. Citizen? Yes No ___
 Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 5 ___
 Do you own real property in Pompano Beach? Yes No ___
 Are you a registered voter? Yes No ___
 Have you ever been convicted of a felony? Yes ___ No
 Current or prior service on governmental boards and/or committees: N/A

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input checked="" type="checkbox"/> Education	<input checked="" type="checkbox"/> Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input checked="" type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input checked="" type="checkbox"/> Public Art Committee
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input checked="" type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> *Community Development	<input type="checkbox"/> Golf	<input type="checkbox"/> Sand & Spurs Riding Stables
<input type="checkbox"/> CRA East	<input checked="" type="checkbox"/> Historic Preservation	<input type="checkbox"/> Marine
<input type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Unsafe Structures
		<input type="checkbox"/> *Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: Pompano Beach Senior High School graduate

Experience: _____

Past Positions: ^{Pompano} Education Advisory Board, Pompano Economic Dev. Council

Hobbies: _____

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: Carmen Jones

Date: 7/20/12

Initials of Clerk or Deputy: AM

Date received or confirmed: 3/23/15
7/20/12

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

CITY OF POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY
ADVISORY COMMITTEE APPLICATION

West District East District

Community Redevelopment Agency
Post Office Drawer 1300
Pompano Beach, Florida 33061

Phone No. (954) 786-4659
Facsimile No. (954) 786-5534

IN ORDER TO ASSIST THE BOARD OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY IN MAKING ADVISORY COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF APPLICANT: Marguerite K. Luster

RESIDENCY ADDRESS: 632 N.W. 20th Court

ZIP CODE: 33060 HOME PHONE NO.: 954-942-8063

MAILING ADDRESS: 632 N.W. 20th Court

CITY/STATE/ZIP CODE: Pompano Beach, Fla 33060

ARE YOU A CITY RESIDENT? YES: X NO: 43

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1 ___ 2 ___ 3 ___ 4 ✓ 5 ___

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: ✓ NO: ___

ARE YOU A REGISTERED VOTER? YES: ✓ NO: ___

BUSINESS OR OCCUPATION: Teacher Aide

BUSINESS ADDRESS: 800 N.W. 16 Street

CITY/STATE: Pompano Beach, Fla

ZIP CODE: 33060 BUSINESS PHONE NO.: 954-786-376

ARE YOU PRESENTLY SERVING ON ANY CITY BOARDS OR COMMITTEES? No

IF YES, PLEASE LIST NAME: _____

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION, WHICH WOULD QUALIFY YOU TO SERVE ON THIS ADVISORY COMMITTEE*: _____

*** If you are applying for one of the "technical appointments", additional pages may be attached to provide a more in-depth description of your professional/technical background.**

EDUCATION: _____

EXPERIENCE: _____

CURRENT POSITION: _____

PAST POSITIONS: _____

HOBBIES: Reading, Travel, Helping Other

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CRA BOARD OF DIRECTORS:

Margaret Luster
SIGNATURE OF APPLICANT

October 24, 2003
DATE OF APPLICATION

INITIALS OF BOARD SECRETARY

DATE RECEIVED OR CONFIRMED

NOTE: IF YOU ARE APPOINTED TO SERVICE ON THIS COMMITTEE AND YOU NO LONGER WISH TO SERVE ON THE COMMITTEE, PLEASE EITHER CHECK HERE _____ AND RETURN TO THE BOARD SECRETARY, OR NOTIFY THE COMMUNITY REDEVELOPMENT AGENCY IN WRITING OF YOUR DESIRE NOT TO SERVE.

THIS SECTION MUST BE COMPLETED BY THE CRA BOARD SECRETARY ONLY

NUMBER OF MEETINGS HELD: _____ NUMBER OF MEETINGS ATTENDED: _____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, CREATING A NEW CHAPTER 159 OF TITLE XV OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH TO BE ENTITLED "HISTORIC PRESERVATION", FOR THE PURPOSE OF ESTABLISHING A HISTORIC PRESERVATION PROGRAM THROUGH THE ESTABLISHMENT OF A PERMANENT COMMITTEE; TO PROVIDE FOR DEFINITIONS; TO PROVIDE FOR MEMBERSHIP; TO PROVIDE FOR POWERS AND DUTIES OF THE COMMITTEE; TO PROVIDE FOR THE CREATION OF A LOCAL REGISTER OF HISTORIC PLACES; TO PROVIDE FOR THE ISSUANCE OF A CERTIFICATE OF APPROPRIATENESS; PROVIDING FOR CIVIL REMEDIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission and citizens of Pompano Beach are desirous of creating an improved quality of life in the community which can, in part, be derived from the preservation, protection, perpetuation and use of historic resources within the City which reflect the City's cultural, social, economic, political and architectural history; and

WHEREAS, the health, safety, aesthetic attractiveness and general welfare of the community can be achieved through the establishment of a Historic Preservation Committee; and

WHEREAS, the establishment of a Historic Preservation Committee will provide for the revitalization of older residential and commercial properties and neighborhoods, foster an awareness of pride in the accomplishments and achievements of the past, and protect the City's historic attractions and generally enrich the life of tourists, visitors and residents of the City of Pompano Beach; and

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 there is hereby created a new Chapter 159 entitled "Historic Preservation", in Title XV of the City of Pompano Beach Code of Ordinances to read as follows:

TITLE XV: LAND USAGE

Chapter 159: HISTORIC PRESERVATION COMMITTEE

§ 159.01 ESTABLISHMENT.

This Chapter shall be known as the Historic Preservation Program for the City of Pompano Beach.

§ 159.02 STATEMENT OF INTENT.

The intent of the following regulations is to serve the best interest of the health, safety, prosperity and welfare of the citizens of the City of Pompano Beach by:

(A) Protecting, enhancing and perpetuating historic resources that represent or reflect elements of the city's cultural, social, economic, political and architectural history.

(B) Stabilizing and improving property values through the revitalization of older residential and commercial properties and neighborhoods.

(C) Fostering an awareness and pride in the accomplishments and achievements of the past.

(D) Protecting and enhancing the City's historic attractions to residents, tourists and visitors which in turn serves to stimulate the local economy and draw new business and industry.

(E) Enriching the quality of life in the City of Pompano Beach by fostering knowledge of the living heritage of the past.

§ 159.03 STATEMENT OF PURPOSE.

The City Commission desires to evaluate, recognize, preserve and protect historical and archaeological resources within the City limits of Pompano Beach, in the best interest of the health, safety, prosperity and welfare of the citizens of Pompano Beach by:

(A) Creating a historic preservation Committee with the power to effectively administer the duties provided for herein.

(B) Developing a process to designate individual properties (buildings, structures, sites, objects) and groups of properties (district) as historically significant.

(C) Protecting the integrity of designated historic resources by requiring a review of proposals to add to, demolish or in any way alter the exterior historic fabric of such resources.

(D) Encouraging historic preservation by providing technical assistance.

(E) Obtaining certified local government status as provided for in the National Historic Preservation Act of 1966, as amended in 1980 (P.L. 96-515) and as procedures dictate in 36 C.F.R. 61 (1987).

§ 159.04 DEFINITIONS.

The following words, terms and phrases, as used in this Chapter, shall have the meanings respectively ascribed to them in this section, unless the context clearly indicates otherwise.

ARCHAEOLOGICAL SITE. A site that contains prehistoric or historic artifacts, relics, or structures which represent a particular culture, historic event or epoch and which are of local, regional or statewide significance.

BUILDING. A structure created to shelter any form of human activity. This may refer to a house, barn, garage, church, hotel, or similar structure. Buildings may refer to a historically or architecturally related complex, such as a courthouse and jail, or a house and barn.

DEMOLITION. The tearing down or razing of 25 percent or more, square footage of a structure's external walls.

DISTRICT. A geographically definable area possessing a significant concentration, linkage, or continuity of sites, buildings, structures, objects, or areas, which are united historically or aesthetically by plan or physical development. A district may be comprised of individual resources that are separated geographically but are linked by association or history.

HISTORIC AREA. A general area containing properties of contributing and noncontributing historic value that may include a historic district as described in the definition of "District" above.

HISTORIC PROPERTY. Any prehistoric or historic district, site, building, object or other real or personal property, of historical, architectural or archaeological value. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, engineering works, treasure troves, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, or culture of the City of Pompano Beach.

OBJECT. A material thing of functional, archeological, aesthetic, cultural, historical, or scientific value that may be by nature of design, movable, yet related to a specific setting or environment.

ORDINARY MAINTENANCE. Work which does not require a construction permit and that is one to repair damage or to prevent deterioration or decay of a building or structure or part thereof as nearly as practicable to its condition prior to the damage, deterioration, or decay.

ORIGINAL APPEARANCE. That appearance which, in the opinion of the Historic Preservation Committee, closely resembles the appearance of either (1) the feature on the building as it was originally built or was likely to have been built, or (2) the feature on the building as it presently exists so long as the present appearance is appropriate, in the opinion of the Historic Preservation Committee, to the style and materials of the building.

SITE. The location of a significant event, a prehistoric or historic occupation or activity, or building, or structure, whether standing, reined, or vanished, where the location itself maintains a historical or archaeological value regardless of the value of any existing structures.

STRUCTURE. A structure is anything constructed or erected, the use of which requires a fixed location on the ground or attachment to something having a fixed location on the ground.

§ 159.05 HISTORIC PRESERVATION COMMITTEE.

By authority granted by Charter and by Florida Statute Chapter 166, the Historic Preservation Committee is hereby established to implement the historic preservation provisions of this division.

§ 159.06 MEMBERSHIP.

The Historic Preservation Committee shall have seven members as follows:

(A) Seven voting members appointed by the City Commission. One member of the Committee shall be a registered architect, if available. The remaining six appointments shall be made on the basis of civic pride, integrity, experience, and interest in the field of historic preservation. Each of the seven voting members shall reside within the city limits of the City. The City Commission should, to the extent available, appoint a representative from each of the following areas of expertise:

- (1) History,
- (2) Architecture,
- (3) Architectural history,
- (4) Archaeology,
- (5) Planning,
- (6) Other historic preservation related disciplines such as Urban Planning, American Studies, American Civilization, Cultural Geography or Cultural Anthropology.

Lay persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines shall make up the committee in the event the above professionals are not available.

(B) Each of the members shall be appointed to a three-year term except that initially, two members shall be appointed for a term of one year; three members shall be appointed for a term of two years, and two member shall be appointed for a term of three years. No person may serve more than two consecutive three-year terms. Persons disqualified by this provision may be reappointed after one year elapses after the expiration of the second term of service.

(C) Two alternate members shall be appointed by the City Commission for terms of two years. In the absence or disability of a regular member, an alternate member may be called to sit and act in his place by the Chairman of the Committee. Whenever feasible, one of the two alternates shall be a registered architect.

(D) When a vacancy occurs, it shall be filled within sixty (60) days.

§ 159.07 OFFICERS/PROCEDURE.

The members of the Committee shall annually elect a Chair and Vice-Chair from among the members and may create and fill other offices as the Committee deems necessary.

The Committee shall adopt and amend as it deems necessary, rules of procedure for the meetings. All adopted rules and procedures shall be available for inspection by the public as required by Florida Statute 119.07.

§ 159.08 SUBCOMMITTEES.

(A) The Committee may create whatever subcommittees it deems necessary to carry out the purposes of the Committee.

(B) The Chair of the Committee shall annually appoint the membership of each subcommittee from the members of the Committee.

§ 159.09 STAFFING.

The City Manager shall appoint a City employee to serve as secretary and recorder of all Committee records. The City Manager shall also appoint such other City employees as the Committee may need to carry out its duties and responsibilities.

§ 159.10 COMPENSATION.

Members shall not be compensated.

§ 159.11 FUNDING.

The City Commission may appropriate funds to permit the Historic Preservation Committee to perform its prescribed functions, if grant funding is insufficient.

§ 159.12 REQUIRED MEETINGS.

The Committee shall meet at least four times each year and minutes of each meeting shall be kept. Meetings will be conducted according to rules of procedure adopted by the Committee.

Each member should make a reasonable effort to attend the State Historic Preservation Office orientation program and any subsequent training programs for Certified Local Governments. Also, each member should make every effort to be represented at any informational or educational meetings, conferences or workshops pertaining to duties and functions of the Committee scheduled by the State Historic Preservation Officer or the Florida Conference of Preservation Boards and Commissioners. Each member is also encouraged to participate in all survey and planning activities of the City and attend all Planning and Zoning Board meetings.

§ 159.13 GENERAL FUNCTIONS, POWERS AND DUTIES OF THE HISTORIC PRESERVATION COMMITTEE.

(A) *Generally.* It shall be the general responsibility of the Historic Preservation Committee to take appropriate action to ensure that the historic preservation provisions of this division are implemented.

(B) *Specifically.* It shall be the specific responsibility of the Historic Preservation Committee to:

(1) Create and recommend a historic district and landmarks for the City to the City Commission which shall consist of a map, a boundary legal description and a list of all properties that have significant historic value.

(2) Update the official inventory of cultural resources and submit to the City Commission recommendations and documentation concerning the updating.

(3) Develop and recommend to the City, programs to stimulate public interest in urban neighborhood conservation, to participate in the adoption of existing codes, ordinances, procedures, and programs to reflect urban neighborhood conservation policies and goals.

(4) Explore funding and grant sources and advise property owners concerning which might be available for identification, protection, enhancement, perpetuation, and use of historic, architectural, archaeological, and cultural resources.

(5) Cooperate with agencies of city, county, regional, state and federal governments in planning proposed and future projects to reflect historic

preservation concerns and policies, and assist in the development of proposed and future land use plans.

(6) Advise property owners and local governmental agencies concerning the proper protection, maintenance, enhancement and preservation of cultural resources.

(7) Advise the City Commission concerning the effects of local governmental actions on cultural resources.

(8) Review and recommend to the City, that the designation of sites, buildings, structures, objects, and districts, both public and private, as historically or architecturally significant.

(9) Approve or deny petitions for certificates of appropriateness required under the historic preservation regulations in this chapter.

(10) Notify the Building Official or his designee, who shall take appropriate action when it appears that there has not been compliance with the historic preservation regulations of this division.

(11) Assist in developing a historic preservation element to be incorporated into the City's comprehensive plan and, if necessary, make recommendations for amendments to historic preservation goals, objectives and policies in the plan.

(12) If certified the State of Florida, the Committee shall review proposed National Register nominations within the city and shall be governed by "Florida Guidelines for Certified Local Governments". When a discipline is not represented on the Committee, the Committee shall seek expertise in this area when considering National Register nomination proposals and other actions that will impact properties which are normally evaluated by a professional in such discipline before rendering its decision.

§ 159.14 LOCAL REGISTER OF HISTORIC PLACES.

(A) *Created.* The Historic Preservation Committee shall establish, on a voluntary basis, a local register of historic places, as a means of identifying and classifying various sites, buildings, structures, objects, and districts as historic and/or architecturally significant. The local register will be kept by the Historic Preservation Committee and the City Clerk and available for inspection by the public in accordance with Section 199.07 of the Florida Statutes.

The local register shall include a map and inventory of properties which are designated on a voluntary basis as contributing structures of historic

value. In addition to the map, the register shall identify each property by street address and tax identification number. The local register shall be kept current and regularly provided to the State Historic Preservation Officer for incorporation into the Florida Site File.

(B) *Initiation of placement on the local register.* Placement of sites, buildings, structures, objects or districts on the local register may be initiated by the Historic Preservation Committee with the consent of the owner. In addition, placement may be initiated by the owner of the site, building, structure, object, or area; or, in the case of a district, by the owner of a site, building, structure, object, or area within the proposed district.

(C) *Placement on the local register.* The following procedure shall be completed by the applicant and returned to the City.

(1) A nomination form, available from the City shall be completed by the applicant and returned to the City.

(2) Upon receipt of a completed nomination form, including necessary documentation, the appointed City Staff Person shall place the nomination on the agenda of the next regularly scheduled meeting of the Historic Preservation Committee. If the next regularly scheduled meeting of the Committee is too close at hand to allow for the required notice to be given, the nomination shall be placed on the agenda of the succeeding regularly scheduled meeting.

(3) Adequate notice of the Historic Preservation Committee's consideration of the nomination shall be provided to the owner of the affected property at least ten days prior to the hearing by certified mail and to the public at large by notice published in a newspaper at least ten days in advance of the meeting at which the nomination will be considered by the Committee.

(4) Once the public hearing date is established, no permits shall be issued for any new construction, alteration, relocation, or demolition of the real property included in the nomination. This delay in the issuance of permits will remain in effect until one of the following takes place:

(a) The Historic Preservation Committee denies the nomination and no appeal is filed.

(b) The City Commission formally approves or denies the nomination.

(5) After a public hearing, if the Committee finds that the nomination fulfills the proper designation criteria and all procedures have been followed correctly, it will vote on the designation at the public meeting. If a

majority of the entire Committee present and voting agrees, it will transmit the nomination and its findings and recommendations for final approval of the designation to the City Commission. If the Committee finds that the nominated site or district does not fulfill the criteria, no further action will be required unless the actual property owner of record as of the date of nomination or a subsequent bona fide purchase of same appeals the Committee's action to the City Commission.

(6) The City Commission may, upon recommendation by the Historic Preservation Committee, designate historic sites and districts. Such designations will appear upon the local register as provided by city ordinance.

(7) Within a reasonable time after the Committee's public hearing, the City Commission will vote on the Committee's recommendation for nomination at a public meeting and upon notice as required by state statute. A designation of historic status will be deemed to be approved by a majority vote of the City Commission.

(8) Appeals of Committee denial of a nomination must be presented to the City Commission in writing and on forms developed by the Committee, within ten days of the Committee's denial. The City Commission will then hold a public hearing on the appeal within thirty days of the filing of an appeal, and vote to approve or deny the appeal after the public hearing. Only the actual property owner(s) of record or a subsequent bona fide purchase of same as of the date of nomination will have the right to appeal a denial by the Committee.

(9) If the City Commission approves the nomination of a property for designation as a historic site or district of properties for designation as a historic district, said property or district of properties will be listed on the Pompano Beach Local Register of Historic Places.

(D) *Criteria for listing on the local register.*

(1) Any site, building, structure, object or district which is listed on the National Register of Historic Places shall be automatically nominated by the Historic Preservation Committee for the local register pursuant to subsection (c) above.

(2) A site, building, structure, object, or district must meet the following criteria before it may be listed on the local register.

(a) It possesses integrity of location, design setting, materials, workmanship, and ambiance; and

(b) It is associated with events that have made a significant contribution to the broad patterns of our history; or is associated with

the lives of persons significant to our past; or embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or have yielded or may be likely to yield information important to history or prehistory.

(3) A property located in a district shall be designated as contributing to that district if the property is one which, by its location, design, setting, materials, workmanship, and ambiance adds to the district's sense of time and place and historical development.

(4) A property should be considered noncontributing if the property's integrity of location, design, setting materials, workmanship, and ambiance have been so altered that the overall integrity of the property has been irretrievably lost; or the property was built within the past 50 years, unless a strong justification concerning its historical or architectural merit is given or the historical attributes of the district are considered to be less than 50 years old.

(E) *Effect of listing on the local register.*

(1) The City Manager is authorized to issue and place official markers identifying designated historic properties and districts.

(2) Structures and buildings listed individually on the local register or judged as contributing to the character of a district listed on the local register shall be deemed historic and entitled to modified enforcement of the South Florida Building Code as provided by Section 104.9.

(3) No demolition, alteration, relocation or construction activities may take place on designated historic properties or within the boundaries of designated historic districts except as provided below.

§ 159.15 CERTIFICATES OF APPROPRIATENESS.

(A) *When required.*

(1) A certificate of appropriateness shall be required for any of the following activities on properties that are contributing structures within the historic register:

(a) Any material change or alteration in the exterior appearance of existing buildings, objects or structures.

(b) Demolition of any building, object or structure.

(c) The movement or relocation of any building object or structure.

(d) Any new construction of principal or accessory buildings or structures.

(e) Disturbance of an archaeological site.

(f) Division of a tract or parcel or land into two or more lots.

(2) Upon designation of a historic district or individual historic property, the designating ordinance shall prescribe those architectural features considered significant to the district or property and the type of regulated work items other than those requiring a City permit, that should be reviewed for appropriateness.

(3) For each of the regulated work items listed in the designating ordinance, the following applies:

(a) *Ordinary maintenance.* If the work constitutes "ordinary maintenance" as defined in this part, the work may be done without a certificate of appropriateness.

(b) *Committee approval.* If the work is not "ordinary maintenance" and will not result in preserving the "original appearance", a certificate of appropriateness must be obtained from the Historic Preservation Committee before the work may be done.

(4) A certificate of appropriateness shall be a prerequisite to the issuance of any other permits required by law. The issuance of a certificate of appropriateness shall not relieve the applicant from obtaining other permits or approvals required by the City. A building permit or other municipal permit shall be invalid if it is obtained without a certificate of appropriateness required for the proposed work.

(B) *Criteria for issuing.*

(1) The decision on all certificates of appropriateness, except those for demolition, shall be guided by the Secretary of the Interior's General Standards for Preservation Projects and Specific Standards for Rehabilitation stated as follows:

(a) Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building,

structure, or site and its environment, or to use a property for its originally intended purpose.

(b) The distinguishing original qualities or character of a building, structure, or site and its environment should not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

(c) All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.

(d) Changes that took place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

(e) Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.

(f) Deteriorated architectural features should be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material shall wherever possible match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features shall wherever possible be based on accurate duplication of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

(g) The surface cleaning of structure shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials should be avoided.

(h) Every reasonable effort should be made to protect and preserve archaeological resources affected by, or adjacent to any acquisition, protection, stabilization, preservation, demolition, rehabilitation, restoration, or reconstruction project.

(i) Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood or environment.

(j) Wherever possible, new additions or alteration to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be impaired.

(2) In recommending approval or denial of an application for a certificate of appropriateness for new construction, the Committee shall require the following features of the proposed building be visually compatible with the existing contributing structures in a designated historic district:

- (a) Height
- (b) Scale
- (c) Massing
- (d) Setbacks
- (e) Fenestration
- (f) Roof shape
- (g) Use of materials
- (h) Directional expression
- (i) Style
- (j) Site plan.

(3) In addition to the guidelines provided in paragraph (1) above, issuance of certificates of appropriateness for relocations shall be guided by the following factors:

- (a) The historic character and aesthetic interest the building, structure, or object contributes to its present setting;
- (b) Whether there are definite plans for the area to be vacated and the effect of those plans on the character of the surrounding area;
- (c) Whether the building, structure, or object can be moved without significant damage to its physical integrity; and
- (d) Whether the proposed relocation area is compatible with the historical and architectural character of the building, structure or object.

(4) Issuance of certificates of appropriateness for demolitions shall be guided by the following guidelines:

(a) The historic or architectural significance of the building, structure or object;

(b) The importance of the building, structure, or object to the ambience of a district;

(c) The difficulty or the impossibility of reproducing such a building, structure or object because of its design, texture, material, detail, or unique location;

(d) Whether the building, structure, or object is one of the last remaining examples of its kind in the neighborhood, the county or the region;

(e) Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and the effect of those plans on the character of the surrounding area;

(f) Whether reasonable measures can be taken to save the building, structure, or object from collapse; and

(g) Whether the building, structure, or object is capable of earning reasonable economic return on its value.

(5) Issuance of a certificate of appropriateness for any division of a tract or parcel of land into two or more lots shall be guided by these criteria:

(a) To what extent the proposed division will disrupt the historic pattern of development;

(b) The intended use of the proposed division;

(c) The compatibility of the use of the proposed division with the surrounding historic district; and

(d) To what extent the owner of the property will experience an economic hardship if the request is denied.

(6) At no time shall an owner's rights of ownership with any other legal entitlement to repair, paint, alter, sell or raze their property be denied.

(7) No decision of the Committee shall result in undue economic hardship for the property owner. The Committee shall have authority to

determine the existence of such hardship in accordance with the procedure established in §159.16.

(C) *Procedure.*

(1) A person wishing to undertake any of the action specified in (A) above shall file an application for a certificate of appropriateness and supporting documents, with the Department of Development Services.

(2) The prospective applicant shall confer with the Department of Development Services concerning the nature of the proposed action and requirements related to it. The Department of Development Services shall advise the applicant of the nature and detail of the plans, designs, photographs, reports or other exhibits required to be submitted with the application. Such advice shall not preclude the Historic Preservation Committee from requiring additional material prior to making its determination in the case. Following the conference with the Department of Development Services, a pre-application conference shall be held with the Historic Preservation Committee if requested by the applicant.

(3) Upon receipt of a completed application and all required submittals and fees, the Department of Development Services shall place the application on the next regularly scheduled meeting of the Historic Preservation Committee allowing for notice as required herein. The Committee shall act upon an application within 60 days of receipt of the completed application. Applications for certificates of appropriateness may be heard at specially called meetings of the Historic Preservation Committee provided all notice requirements are met. Upon mutual agreement between the applicant and the Department of Development Services, the application may be set for hearing at a meeting later than the next regularly scheduled meeting.

(4) No less than ten days, but not more than thirty (30) days, prior to the meeting at which the application is to be heard, the Department of Development Services shall give the following notice:

(a) Written notice of the time and place of the meeting shall be sent to the applicant and all persons or organizations filing written requests with the Department of Development Services.

(b) One advertised notice in a newspaper of general circulation, or a notice posted upon the property for which the certificate of appropriateness has been applied. Such posted notice shall be at least 11 inches by 17 inches in size, and shall be posted within ten feet of the right-of-way and be visible from the right-of-way. One notice shall be posted for each 200 feet of road frontage along all roadways bordering the property.

(5) The hearing shall be held at the time and place indicated in the notice. The decision of the Historic Preservation Committee shall be made at the hearing.

(6) The Historic Preservation Committee shall use the criteria set forth in (b) above to review the completed application and accompanying submittals. After completing the review of the application and fulfilling the public notice and hearing requirements set forth above, the Committee shall take one of the following actions:

(a) Grant the certificate of appropriateness with an immediate effective date;

(b) Grant the certificate of appropriateness with special modifications and conditions;

(c) Delay granting the certificate of appropriateness for a demolition for a period of not less than thirty (30) days nor more than sixty (60) days; unless a shorter period is deemed appropriate by the Building Official;

(d) Deny the certificate of appropriateness.

(7) The Historic Preservation Committee shall make written findings and conclusions that specifically relate the criteria for granting certificates of appropriateness. All parties shall be given the opportunity to present evidence through documents, exhibits, testimony, or other means. All parties shall be given the opportunity to rebut evidence through cross-examination or other means.

(8) The secretary to the Committee shall record and keep records of all meetings. The records shall include the vote, absence, or abstention of each member upon each question, all official actions of the Historic Preservation Committee, and the findings and conclusions of the Committee. All minutes shall be filed in the Office of the City Clerk.

(9) Any person aggrieved by a decision reached by the Historic Preservation Committee may appeal the decision to the City Commission by filing a written notice of appeal with the city Manager within 10 days of the decision and shall state the reasons for the appeal. The decision of the Committee shall be stayed until such time as the appeal is decided. The City Commission shall hold a public hearing and approve, approve with modifications or disapprove the application within 60 days after receiving the appeal. The City Commission shall follow all applicable ordinances in arriving at its decision, may receive new evidence and shall not be bound by the strict rules of evidence. A decision to reverse a Commission decision shall be by a majority vote.

(10) No work for which a certificate of appropriateness is required may be undertaken unless a certificate of appropriateness authorizing the work is conspicuously posted on the property where the work is to be performed.

(11) Notwithstanding any prior provisions of this division to the contrary, only owners who have agreed in writing that their property(ies) be identified as having historic significance should conform to the requirements of this division.

(12) The Committee may grant a certificate of appropriateness as requested by a property owner, for demolition that may provide for a delayed effective date. The effective date of the certificate will be determined by the Committee based on the relative significance of the structure and the probable time required to arrange a possible alternative to demolition.

(13) During the demolition delay period, the Committee may take such steps as it deems necessary to preserve the structure concerned. Such steps may include, but are not limited to, consultation with community groups, public agencies, and interested citizens, recommendations for acquisition of property by public or private bodies, or agencies, and exploration of the possibility of moving one or more structures or other features.

(14) The Committee may, with the consent of the property owner, request that the owner, at the owner's expense, salvage and preserve specified classes of building materials, architectural details and ornaments, fixtures, and the like for reuse in the restoration of the other historic properties. The Committee may, with the consent of the property owner, request that the Pompano Beach Historical Society, or the owner, at the owner's expense, record the architectural details for archival purposes prior to demolition. The recording may include, but shall not be limited to photographs, documents, and scaled architectural drawings. At the Committee's option, and with the property owner's consent, the Committee or the Pompano Beach Historical Society may salvage and preserve building materials, architectural details, and ornaments, textures, and the like at their expense, respectively.

§ 159.16 UNDUE ECONOMIC HARDSHIP.

In any instance where there is a claim of undue economic hardship, the property owner may submit, within a reasonable period of time, prior to a meeting with the Committee, the following documentation:

(A) For all property:

(1) The amount paid for the property, the date of purchase, and the party from whom purchased;

(2) The assessed value of the land and improvements thereon, according to the two most recent assessments;

(3) Real estate taxes for the previous two years;

(4) Annual debt service or mortgage payments, if any, for the previous two years;

(5) All appraisals, if any, obtained within the previous two years by the owner or applicant in connection with the purchase, financing, or ownership of the property;

(6) Any listing of the property for sale or rent, price asked, and offers received, if any; and

(7) Any consideration by the owner as to profitable adaptive uses for the property including, but not limited to possible fair market rents for the property if it were rented or leased in its current condition.

(B) For income property (actual or potential):

(1) The annual gross income from the property for the previous two years, if any;

(2) The annual cash flow, if any, for the previous two years; and

(3) The status of leases, rentals, or sales for the previous two years.

(C) An applicant may submit and the Committee may require that an applicant furnish additional information relevant to the Committee's determination of any alleged undue economic hardship. The Committee may also require, in appropriate circumstances, that information be furnished under oath.

(D) In the event that any of the required information is not reasonably available to the property owner and cannot be obtained by the property owner, the property owner shall file statement of the information which cannot be obtained and the reasons why such information cannot be reasonably obtained. Where such unobtainable information concerns required financial information, the property owner will submit a statement describing estimates which will be as accurate as are feasible.

§ 159.17 UNSAFE STRUCTURES.

In the event the Building Official determines that any structure within a designated historic landmark or historic landmark district is unsafe pursuant to Section 202 of the South Florida Building Code, he shall immediately notify the Historic Preservation Board with copies of such findings. Where reasonably feasible within applicable laws and regulations the Building Official shall endeavor to have the structure repaired rather than demolished and shall take into consideration any comments and recommendations by the Committee. The Committee may take appropriate actions to effect and accomplish preservation of such structure including, but not limited to, negotiations with the owner and other interested parties, provided that such actions do not interfere with procedures in Section 202 of the South Florida Building Code.

§ 159.18 EMERGENCY CONDITIONS.

For the purpose of remedying emergency conditions determined to be imminently dangerous to life, health or property, nothing contained herein shall prevent the making of any temporary construction, reconstruction, demolition or other repairs to an improvement, landscape feature, or site within a designated historic landmark district pursuant to an order of a government agency or a court of competent jurisdiction, provided that only such work as is reasonably necessary to correct the hazardous condition may be carried out. The owner of an improvement damaged by fire or natural calamity shall be permitted to stabilize the improvement immediately and to rehabilitate it later under the normal review procedures of this chapter.

§ 159.19 CIVIL REMEDIES.

In addition to the penalties established pursuant to Section 10.99, Ordinance Code, any person who violates any provision of this chapter shall forfeit and pay to the City civil penalties equal to the fair market value of any property demolished, destroyed, or relocated in violation of this chapter or the cost to repair or rehabilitate any property which is altered in violation of this chapter. Fair market value shall be construed to mean the value of the property prior to its demolition, destruction, or relocation. In lieu of a monetary penalty, any person altering or relocating property in violation of the provisions of this chapter may be required to repair or restore any such property or to return it to its former location and condition.

§ 159.20 INJUNCTIVE RELIEF.

In addition to any other remedies provided in this chapter, the City may seek injunctive relief in the appropriate court to enforce the provisions of the chapter.

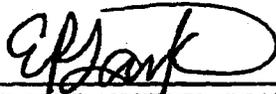
SECTION 2: All ordinances, resolutions, or parts thereof in conflict herewith are hereby repealed.

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 11th day of January, 2000.

PASSED SECOND READING this 25th day of January, 2000.



E. PAT LARKINS, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/20/99
l:ord/ch159/99-434a

MEMBERS

Name	Address	District	Phone	Appointed	Expires	Reso No.
Tobi Aycock City Commission At Large	611 S.E. 18th Ave (33060)	3	954-914-5022 c	4/28/2015	6/13/2017	2015-295 *Marion Phelps
Hazel Armbrister City Commission At Large	1808 N.W. 6th Avenue (33060) no email	4	954-263-4453 c 954-943-6511 h	5/27/2014	6/13/2017	2014-256
Hibbard Casselberry City Commission At Large	671 Lakeside Circle # 118 (33060)	5	954-782-3313 h 954-942-2102 o	6/9/2015	6/13/2018	2015-332
Judy Knoebel City Commission At Large	3412 Norfolk Street, (33062) email - none	1	954-946-0628 h	5/28/2013	6/13/2016	2013-259
Margaret White City Commission At Large	850 SE 5th Terrace Pompano Beach, Fl (33060)	3	954-941-1103 h 954-263-9286 c	6/9/2015	6/13/2018	2015-330 *Todd Term
Jerry K. Bowman, Sr. City Commission At Large	717 N.E. 3rd Street (33060) bowm7920@bellsouth.net	3	954-942-6457 h 954-298-0854 c	5/27/2014	6/13/2017	2014-253
Micah A. Johnson City Commission At Large	635 N.W. 8th Avenue (33060)	4	954-781-6062 h	6/9/2015	6/9/2018	2015-331
Colleen Murphy City Commission At Large	1040 N.E. 23rd Terrace Pompano Beach, FL 33062 abeldarling@hotmail.com	1	860-480-1711	6/9/2015	6/13/2016	2015-333 *Aycock term
(2) Barbara Armbrister-Boynton City Commission At Large	3528 Sahara Springs Blvd. (33069)	5	954-480-7939 c 954-974-4141 h	2/11/2014	6/13/2016	2014-135
Gisla Bush	Recording Secretary		954-786-4676			

Meets: Third Tuesday @ 5:00pm in the Commission Chambers Conference Room
 Established: City Ordinance No. 2000-32
 Elections: Annually in August

**BLUE- Indicates alternate member
 moved to regular member**

Meeting Date: June 14, 2016

Agenda Item

32

REQUESTED COMMISSION ACTION:

Consent	Ordinance	<input checked="" type="checkbox"/> Resolution	Consideration/ Discussion	Presentation
_____	_____	_____	_____	_____

SHORT TITLE APPOINTMENT TO THE HISTORIC PRESERVATION COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE HISTORIC PRESERVATION COMMITTEE OF THE CITY OF POMPANO BEACH AS ALTERNATE #1 FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON JUNE 13, 2018; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO THE PREVIOUS ITEM FOR APPLICANTS)



Accomplishing this item supports achieving Initiative 5.2.1. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

This is a City Commission's Appointment.

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: Asceleta Hammond Ext. 4611
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>City Clerk's Office</u>	<u>6/3/16</u>	<u>Approve</u>	<u>Asceleta Hammond</u>
<input checked="" type="checkbox"/> City Manager <u>[Signature]</u>	_____	_____	<u>Donna W. Gerch</u>

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2016-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE HISTORIC PRESERVATION COMMITTEE OF THE CITY OF POMPANO BEACH, AS ALTERNATE #1 FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON JUNE 13, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Pompano Beach Historic Preservation Committee of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Pompano Beach Historic Preservation Committee of the City of Pompano Beach, as alternate #1 for a term of two (2) years; said term to expire June 13, 2018.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this ____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Meeting Date: June 14, 2016

Agenda Item

33

REQUESTED COMMISSION ACTION:

Consent

Ordinance

Resolution

Consideration/
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE HISTORIC PRESERVATION COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE HISTORIC PRESERVATION COMMITTEE OF THE CITY OF POMPANO BEACH AS ALTERNATE #2 FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON JUNE 13, 2018; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO THE PREVIOUS ITEM FOR APPLICANTS)



Accomplishing this item supports achieving Initiative 5.2.1. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

This is a City Commission's Appointment.

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: Asceleta Hammond Ext. 4611
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>City Clerk's Office</u>	<u>6/3/16</u>	<u>Approve</u>	<u>Asceleta Hammond</u>
<input checked="" type="checkbox"/> City Manager <u>[Signature]</u>	_____	_____	<u>[Signature]</u>

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>2nd Reading</u>	_____	_____	_____
_____	_____	_____	_____

RESOLUTION NO. 2016-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE HISTORIC PRESERVATION COMMITTEE OF THE CITY OF POMPANO BEACH, AS ALTERNATE #2 FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON JUNE 13, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Pompano Beach Historic Preservation Committee of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Pompano Beach Historic Preservation Committee of the City of Pompano Beach, as alternate #2 for a term of two (2) years; said term to expire June 13, 2018.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this ____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK